

**AFTER RECORDING RETURN TO:**

**Beck, Owen & Murray  
100 S. Hill Street, Suite 600  
Griffin, Georgia 30223**

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR PEACH STATE AIRPARK**

**RONALD R. ALEXANDER, DEVELOPER**

**DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR PEACH STATE AIRPARK**

THIS DECLARATION of restrictive covenants, made and declared on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by United Bank as Custodian for Ronald R. Alexander IRA, hereinafter referred to as Declarant, Witnesseth as follows:

WHEREAS, the Declarant is the owner of the following described land, located in Pike County, Georgia, to-wit:

(LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN)

AND WHEREAS, the Declarant intends to hereafter sell and convey parcels of land within the Property described herein being located in Land Lots 131 and 158 of the First Land District of Pike County, Georgia, and intends to make certain individual tracts subject to the restrictions, conditions, covenants, charges, easements, reservations and agreements hereinafter described; and

WHEREAS, the Developer intends to generally develop the property as an airport community for residential purposes and common airport and recreational uses to the benefit of the owners, members, licensees and guests, as applicable, subject to these covenants.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That the Schedule of Covenants attached hereto and hereby incorporated in and made a part hereof as fully and completely as if set forth in true and correct words herein, shall be, and the same are hereby made applicable to the property first herein described.

SPECIFICALLY RESERVING, HOWEVER, unto the aforesaid Declarant, its successors and assigns, each and every one of the rights and privileges reserved in and by

any of the covenants, conditions and provisions in said Schedule of Restrictions here attached or later amended pursuant thereto.

### **Article One—General Provisions & Purpose**

The purpose of the Peach State Airpark is to provide a fly-in community for pilots and their families to live in harmony in an antique aviation environment and atmosphere with those who share a common interest. All home sites will be adjacent to an airport and located within the airport traffic pattern. There will be continuous flying, restoring, building, etc. of antique, classic, and experimental airplanes along with other aviation related activities connected with varying facets of aviation.

All subdivision roads, taxiways, lake property, entryway, and walking trail will be owned and maintained by the Peach State Homeowner’s Association, Inc. (the Association). All property will be maintained to a high standard with the Association responsible for maintenance, taxes, and insurance.

It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Properties, in order to enhance the value, desirability, and attractiveness of the Properties and to preserve the nature of the Common Area for use for aircraft flight activities. The sport of antique aircraft restoration and flying and experimental aircraft building and flying shall be promoted and fostered at this Airpark.

### **Article 2—Definitions**

The following words when used in this document, or any amendment or supplement thereto, shall have the following meanings:

- a. “Association” – Refers to the Peach State Airpark Homeowner’s Association, Inc. a Georgia non-profit corporation, which has the duty, power, and responsibility

maintaining and administering the Common Properties along with enforcing the Covenants and Restrictions.

b. “Common Property” – shall mean and refer to any land designated on the plot that is to be used by all members of the association. This land shall include all roads, taxiways, walking trail, lake property, lake dock, and entryway.

c. “Board” refers to the Association Board of Directors.

d. “Declarant” shall mean and refer to United Bank as Custodian for Ronald R. Alexander IRA, Ronald R. Alexander, Individually and the successors and assigns, if any. No person or entity purchasing one or more Lots from United Bank as Custodian for Ronald R. Alexander IRA in the course of business shall be considered as “Declarant”.

e. “Commercial Lot” shall refer to that land so designated as commercial to be used strictly for that purpose.

f. “Museum Lot” shall refer to that land so designated as to be used strictly for non-profit purposes.

g. “Hangar Lot” shall refer to that land so designated as to be used for hangar buildings with apartments attached. Hangar Lots are designated number 11-21 on the final plat of Peach State Airpark.

h. “Home Lot” shall refer to that land so designated as to be used for both house and hangar construction, constructed as attached or separate buildings. Home lots are designated as follows on the final plat of Peach State Airpark: Lots 1-10 and lots 22-29.

i. “Lot” shall mean and refer to any plot or tract of land shown on any recorded map(s) or plat(s) of the Property.

j. “Member” shall refer to each owner of a lot.

k. “Developer” shall refer to Ronald R. Alexander, his successors and/or assign.

### **Article 3—Membership and Voting Rights**

3.01 Membership. Every owner of a Lot or a business shall be and must remain a Member in good standing of Peach State Airpark Owner’s Association. The Board of Directors may declare that an Owner is not a Member in good standing because of fines,

late charges, unpaid dues, interest, legal fees, and/or any assessments of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until the unpaid amounts are paid in full. The Board of Directors may also deny access to all common property for any violation of a covenant including non payment of items above.

3.02 Voting Rights. Every Lot owner and business owner shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If more than one person owns a Lot or business, the owners will determine among themselves the vote to be exercised. In no event shall more than one (1) vote be cast with respect to any Lot.

#### **Article 4—Runway Property Rights**

4.01 Every property owner, hangar lot, home lot, and commercial lot or active business, will own one share of stock in Peach State Runway, LLC a separate Georgia Limited Liability Company owning only the runway. Due to the commercial activities that will operate concurrently with private activities, Historic Aviation Center Foundation, Inc. will retain 51% ownership of the runway property. The remaining 49% will be owned by Lot owners and active businesses.

4.02 Member's Easement. Every Member, and every tenant of every Member, who resides on or owns a Lot, who owns an active business, and the museum, shall have the right and easement of use, recreation, and enjoyment of all Runway Property, subject to these covenants and the Rules and Regulations established by the Association. Such easement shall pass with the title of every Lot and business provided all assessments and fees are paid in full. This easement shall not give such persons the right to make alterations, improvements, or additions to any Runway Property.

4.03 Restriction on use of Runway. All flying on and near of this airport (within 5 nautical miles) is to be accomplished in accordance with FAA regulations and procedures set out in the Airman's Information Manual. Aerobatic flight within a 5 nautical mile

radius of this Airpark is strictly prohibited. Any violation of Federal Aviation Regulations (FAR's) and/or any type of unsafe aircraft operation (deemed so by the runway owners) on or near this Airport will result in the operator/owner being denied access to the runway and all common property. The runway is for aircraft use only. No vehicle, livestock, pets, motorcycles, etc. except runway maintenance equipment will be allowed on the runway. No aircraft will be allowed to park or tie down on the runway at any time. It will be each lot owner's responsibility to ensure that their guests abide by the restrictions placed upon the runway.

4.04 Sale of stock/Ownership Interest in Peach State Runway, LLC. The share of stock or ownership interest in the Peach State Runway, LLC shall pass with the sale of each Lot or business provided all assessments and fees are paid in full. No Lot owner shall be allowed to sell his/her interest in Peach State Runway, LLC except in conjunction with the sale of his/her lot, and if said owner sells his/her Lot, his/her interest in Peach State Runway, LLC that accompanied the ownership of that lot cannot be retained.

4.05 Assessments of members. All Peach State Runway, LLC shareholders will be required to pay an assessment for runway property maintenance, insurance, and taxes. The assessment will be paid according to the amount of shares owned. The amount of the assessment will be determined by Peach State Runway, LLC but in no case will it exceed the amount needed to pay annual insurance, taxes, and maintenance.

4.06 Special Assessments for capital improvements. In addition to the regular assessments under 4.05, Peach State Runway, LLC may levy a special assessment for the purpose of defraying in part or in whole the cost of any construction, reconstruction, unexpected repair or improvement or replacement of a capital improvement upon the easement area and Runway Property.

## **Article 5—Common Property Rights**

5.01 Member's Easement. Every Member, and every tenant of every Member, who resides on or owns a Lot, shall have the right and easement of use, recreation, and enjoyment of all Common Properties, subject to these restrictions and any Rules and Regulations adopted by the Association. Common Property is defined in Article 2 – Definitions. Such easement shall pass with the title of every Lot provided all assessments and fees are paid in full. This easement shall not give such persons the right to make alterations, improvements, or additions to any Common Property.

5.02 Title to Common Property. Declarant will hold title to the Common Property for an indefinite period of time subject to the Easements set forth in Section 4.01. Developer shall have the right to alter, improve, landscape, mortgage, encumber, and reconfigure the Common Property. At a point in time when 70% of Lots have been sold, Declarant will convey title to the Common Properties to the Association.

5.03 Use of Common Property. Use of all Common Property shall be limited to Members, their families, guests, and other persons as may first be approved by the Association. No person shall use any portion of the Common Property to solicit, promote, or conduct business, religious, or political matters. In addition, the Common Property shall not be used to distribute newsletters, flyers, or other printed materials unless previously approved by the Association. The common area bordering the commercial portion of the airport may be used for museum activities on an as-needed basis. Peach State Airport, LLC, its successors and/or assigns shall be allowed the use of all green space which borders the commercial area as defined herein, and shall maintain same, as needed for parking and other uses during events. Use will be coordinated with the Association.

5.04 Use of the Lake. Declarant owns the property up to the centerline of the lake, and such lake property shall be deemed Common Property. No boat over 16 feet long or 6

feet wide shall be permitted on the lake, unless approved by the Association. No electric or gas powered engines shall be permitted on the lake. No more than 3 people shall be allowed in any boat at one time. No guest or visitor may use the lake unless accompanied by a lot owner. Fishing in the lake shall be permitted by legal means only as defined by any state and/or local laws or ordinances, including the rules and regulation of the Georgia Department of Natural Resources. No guests or visitors are allowed to fish in the lake unless accompanied by a lot owner. No children under the age of 14 shall be allowed to use the lake unless accompanied by an adult. There shall be no swimming except in areas designated by the Association, and no minors shall be allowed to swim in the lake unless supervised by an adult lot owner. All use of the lake shall be at the user's own risk. The Association shall have the right to promulgate additional rules and regulations regarding the use of any lake and other common areas shown on the subdivision plat of survey. No activity shall be allowed in, or, around or adjacent to the lake, or on any part of the common property, which is in violation of any rules or regulations promulgated by the Association, or in violation of law.

5.05 Private Streets. The entry street and all other streets/taxiways within the Peach State Airpark Community are deemed "private" and constitute a portion of the area deemed "Common Property". The main entry to this subdivision will contain a "gate" with code passage for Association Members and their guests. All streets may be used for vehicle operation including taxiing and/or towing of aircraft. Special traffic and safety rules for handling of aircraft traffic on all streets and taxiways will be adopted by the Developer and Board. It is understood that aircraft shall have the right of way when taxiing or being towed on any street or taxiway. The Developer and Board shall establish and enforce rules, regulations, and procedures governing the use of these streets. Further, the Developer and Board will have the authority to levy and collect fines from its Members for violation of applicable rules and regulations along with denial of use of Common Property.



## **Article 6—Assessments of the Association**

6.01 Personal Obligation of Assessments. Each owner of a Lot agrees to pay to the Association a regular fee to be determined by Developer. A separate assessment will be made to all owners of Peach State Runway, LLC. Upon the sale of 70% of all Lots, the Association will then determine the amount of the fee. Assessment fees are as follows:

- a. Special group assessments for capital improvements or other matters may be assessed as needed by the Association.
- b. Regular assessments for maintenance, taxes, and insurance on Common Properties.
- c. Regular assessments for maintenance, taxes, and insurance on the runway property pursuant to any maintenance agreement between the Association and Peach State Runway, LLC, its successors and/or assigns.
- d. Special assessments against individual Owners to reimburse the Association for any costs of maintenance or repairs that are caused by the willful or negligent acts of the individual Owner and not by ordinary wear.
- e. Individual assessments and fines levied against individual Owners for violations of Association rules and regulations pertaining to the Common Property.
- f. All Lots shall be assessed as they are sold. Declarant and Developer shall not pay assessments on any Lots.

6.02 Assessment lien. All amounts assessed, but unpaid, including interest thereon, shall constitute a lien on the Lot superior to all other liens and encumbrances. Developer or the Board may (but shall not be required to) prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner and a description of the Lot. Such notice shall be recorded in the office of the County Clerk of Pike County, Georgia. Such lien may be enforced by the foreclosure of it upon the Lot by the Developer or the Board or its duly authorized agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorneys' fees incurred in connection with filing the lien in the event of any foreclosure proceeding, all additional cost, expenses and attorneys' fees incurred in connection with any such foreclosure proceeding.

6.03 Special Assessments for capital improvements. In addition to the regular assessments under 6.01, the Association may levy a special assessment for the purpose of defraying in part or in whole the cost of any construction, reconstruction, unexpected repair or improvement or replacement of a capital improvement upon the Common Properties. Any such assessment shall have the affirmative approval of 67% of the Members of the Association.

6.04 Exempt Property.

- a. The Common Property is exempt from assessments.
- b. Declarant and Developer are not responsible for assessments on unsold Lots.
- c. The commercial area is exempt from assessments.

#### **Article 7—Limitations on Use of Lots**

All lots located within the designated Air Park area will be used for single family residential purposes only. Commercial activities will be conducted only within the area designated for Commercial Use. Developer or its assigns reserves the right to designate lots for other than single family dwellings including but not limited to the following: parks, offices, drainage areas, vehicle and equipment parking, common areas, recreation areas, and other uses designated by the Developer. The following limitations and restrictions apply:

7.01 Buildings constructed on “Hangar Lots” must adhere to the following restrictions: The hangar building shall be at least 2,500 square feet with an attached apartment of not less than 1,500 square feet. The building shall appear as one with the same type of exterior appearance. If the apartment is not attached to the hangar, in other words a separate house is constructed not attached to the hangar, the house shall then meet the square footage restriction of the “Home Lots”, i.e. 2,400 square feet of enclosed heated space (2,000 square feet downstairs), exclusive of porches, garages and airplane and automobile shelters. No apartment, motor home, or living space will be placed within a

hangar facility. Building plans will be submitted to Developer or his assigns prior to construction and must be approved before construction can begin. It is expected that all buildings erected on Hangar Lots will have an antique appearance that will coincide with the overall antique airplane theme of the entire airport community. A choice of 3-4 different designs will be presented by the Developer or by individual lot owners. An individual design may be submitted to the Developer for approval. Hangars located on the Hangar Lots shall open toward the taxiway. Access directly onto the runway from a hangar is prohibited.

7.02 Buildings constructed on “Home Lots” may be all one structure or a separate home and hangar. No dwelling house shall be constructed having less than 2,400 square feet of enclosed heated space (2,000 square feet downstairs), exclusive of porches, garages and airplane and automobile shelters. No hangar shall be constructed on a “Home Lot” having less than 2,500 square feet of enclosed space. If a hangar/house is constructed on a “Home Lot” the combined enclosed space shall be not less than 5,000 square feet. Building plans will be submitted to Developer or his assigns prior to construction and must be approved before construction can begin. Home Lot owners will be allowed to choose their own design for a house and hangar. It is the intent of the Developer to maintain an antique look with all structures (houses and hangars) on Lots 22 through 29. The exterior surface of all residential dwellings on all Home Lots will be constructed of stone or stone veneer, brick or brick veneer, masonry or wood siding or any combination thereof approved by the Developer or his assigns. The installation of solar panels on any roof that is visible from a street or taxiway is prohibited. All windows facing any residential street shall be covered with draperies or blinds within 45 days after the structure is occupied.

7.03 The airplane hangar space on each Hangar Lot and/or Home Lot shall be limited to strictly private use and only by the owner of the property on which the hangar is located. Hangar Lots and/or Home Lots will not rent hangar space. They will also not allow anyone not owning property on this Airpark to hangar their airplane for more than 3 months in any given year.

7.04 No building or structure on any Lot shall exceed two (2) stories in height. Hangar Lots are further restricted from building within 30 feet of the runway side property line. Furthermore, any garages, workshops, or structures other than homes or hangars must have the same design and appearance of the house/hangar that is built. The design of all such structures must be approved by the Developer or his assigns prior to the construction of same.

7.05 No structure of a temporary character, motor home, RV, mobile home, tent, shack, garage, barn or hangar shall be used as a temporary or permanent residence. This includes double wide trailers.

7.06 Open sided carports or airplane ports are prohibited and all garages or hangars must be equipped with doors. Each single family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) automobiles. The exterior surface of the side of any garage or aircraft hangar facing a residential street, taxiway, or the runway shall be comparable with the exterior surface of the residential dwelling on the Lot.

7.07 Roofs of houses shall have a pitch of 6 feet by 12 feet or steeper. Wood shingle and wood shake roofs are prohibited.

7.08 No portion of any building or dwelling shall be located nearer to any property line or easement than 25 feet. The area within 20 feet of the roads/taxiways will be maintained as a smooth, unobstructed surface in the event an aircraft is required to taxi onto that area to pass another taxiing airplane.

7.09 No building shall be constructed on any lot that does not conform to Pike County, Georgia Health Department regulations concerning the construction of septic tanks and underground disposal systems and which does not conform to the Pike County Zoning ordinances. If any portion of these covenants and restrictions conflicts with any Pike County, Georgia ordinance, the more restrictive shall apply.

7.10 No building, fence or other structure shall be commenced, erected, or altered on any of the lots or tracts unless plans for same shall first have been submitted to and approved in writing by the Developer or his assigns.

7.11 Any lot within this subdivision must be built upon and the final structure completed insofar as the exterior finish is concerned within sixty (60) months from the date the Lot is purchased. If the initial purchaser of a Lot should sell the same prior to the expiration of the sixty (60) months without constructing a residence on such Lot, a subsequent purchaser shall be required to complete construction within thirty six (36) months. In the event the Owner of a Lot shall not commence construction in a timely manner as provided within this section, the Owner of the Lot shall be deemed to have granted to Declarant and his assigns an option to repurchase such Lot for cash for a purchase price which shall be equal to the original purchase price of the Lot to the Owner with such option to repurchase to be exercisable by Declarant or his assigns at any time thereafter on thirty (30) days written notice to such Lot Owner.

7.12 Hangars must be built afterward or simultaneously with the residential dwelling to be constructed on any lot.

7.13 All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner. Failure to comply with this paragraph shall constitute a nuisance, which may be abated by any of the remedies otherwise set out herein. No inoperative, wrecked, abandoned, dismantled or junked automobiles, motor homes, recreational vehicles, boats, aircraft or other vehicles or machinery shall be placed or remain on any Lot for more than forty-eight (48) total hours unless stored or parked in a garage, carport or hangar. This covenant shall not be applicable to equipment being used in construction of a residence or hangar upon a Lot.

7.14 Hangar Lots and Home Lots may not be subdivided.

7.15 Each Lot owner shall be responsible to install a concrete or asphalt driveway from the edge of any paved street or taxiway to the house or hangar area.

7.16 No signs shall be displayed to public view on any Hangar Lot or Home Lot except a dignified "For Sale" sign not more than 9 square feet in size.

7.17 No temporary structure may be erected or placed on any Lot (including Commercial Lots).

7.18 No vehicle or aircraft shall be permitted to park on the streets, taxiways, or easements at any time.

7.19 No animals, livestock, horses, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept; provided, they are not kept, bred, or maintained for commercial purposes or that they become a nuisance to the other homeowners in the subdivision. Because of the proximity of the airport and the danger of having animals roam freely on the runway or taxiways, all animals shall be kept in a fenced in enclosure or kept on a leash when off the pet owners property. No more than two (2) household pets shall be allowed to be kept on any parcel or lots by any Owner.

7.20 Nothing shall be done or permitted which may become an annoyance or nuisance. No noxious, illegal, dangerous or offensive activities shall be carried on upon any Lot. No Lot shall be used in whole or in part for the storage of any property or anything that will cause such Lots to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material emit foul or obnoxious odors, or cause any noise that disturbs the peace, quiet, comfort, or serenity of the occupants of surrounding property.

7.21 All television and other antennas and aerials shall be located inside the attic or under the roof so as to be hidden from view. Satellite dishes shall be permitted only if

they are not visible from any street or adjoining Lot and do not extend above the height of the fence located on the Lot where the dish is situated. No towers of any type shall be permitted.

7.22 Each Lot shall be landscaped within one hundred twenty (120) days after the date upon which the main structure is complete.

7.23 Storage sheds, basketball goals, gazebos, greenhouses, clotheslines, etc. shall not be erected, constructed, or placed upon any Lot that is visible from any street, taxiway, or runway without the prior written approval of the Developer or his assigns. Propane tanks are allowed to be placed on each lot but they must be below ground level and not visible from a road or taxiway.

7.24 Mail boxes will be located in the Common Area at the main entrance to the Airpark. No mailboxes will be allowed on any taxiway or street. The mail box area and entry way area will be owned and maintained by the Association

7.25 There shall be no discharging of firearms on the Property.

7.26 The bulk storage of aviation gasoline on any Hangar Lot or Home Lot must be above ground, concealed from public view, and not exceed 500 gallons in storage capacity. Bulk storage of all other motor fuels on any Hangar Lot or Home Lot is expressly forbidden. Aviation fuel will be available from the existing fuel farm operated by Peach State Airport, LLC located on the east side of the runway or wherever it may be moved in the future. Commercial sales of aviation fuel is expressly forbidden except for Peach State Airport, LLC.

7.27 No business or commercial enterprise shall be allowed or conducted on any Home Lot or Hangar Lot including the hangaring of non-Lot Owner aircraft.

7.28 Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. No Lot or easement shall be used or maintained as a dumping ground for rubbish. All containers or other refuse shall be kept in clean, sanitary condition and covered. Outdoor burning of trash shall not be conducted at any time.

7.29 Historical Aviation Center Foundation, Inc. reserves the right to control the use of the runway and may prohibit the use of the runway by any aircraft deemed unsafe to life, health or the condition and maintenance of the field by virtue of its size, design or state of repair.

7.30 Each purchaser, their heirs or assigns will maintain each lot owned by them in a clean and sightly condition at their own expense in such a manner as to conform to the maintenance of the surrounding lots. Appropriate action may be taken by Developer or his assigns, to protect homeowners where necessary.

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

7.32 Developer shall furnish to each lot sold, unless specifically excluded from the deed, access to a potable water source, for single-family residential purposes. No tap on fee shall be charged by the Declarant or Developer, other than the initial assessment provided for herein, but users will pay a water use fee to the appropriate water authority.

7.33 If all or any portion of a residence or any structure is damaged or destroyed by any casualty, the owner shall promptly rebuild, repair or reconstruct such structure in a manner that restores it to its original condition immediately prior to the casualty. If repair or rebuild is not desired, then the Lot owner will completely remove all remaining debris and seed the lot until such time as construction of a new building begins.



7.34 When construction of a new building pursuant to Section 7.33 begins, it shall be completed within a twelve (12) month period from the day construction is started.

7.35 All fences, including style and location, must be approved by the Developer or his assigns prior to beginning construction. No chain link or other type wire fences shall be erected or located on any Lot so as to be visible from the front, side, or rear of the Lot. No fence, wall or hedge shall exceed eight (8) feet in height. No fence, hedge, or wall shall be erected on any Lot nearer to any street than the minimum building setback line.

7.36 All airplanes are to be hangared unless specific approval is obtained from the Developer or his assigns.

7.37 Pool Equipment. No pool may be constructed without approval of the Developer or his assigns. Above ground pools are prohibited.

### **Article 8—Aviation Activities**

All purchasers of property in Peach State Airpark acknowledge that they are aware that this is a fly-in community with commercial and museum activities. The subdivision is adjacent to an airport and within the traffic pattern of said airport. Aircraft related commercial activities and museum activities will be regularly conducted. The buyer, its successors, and occupants hereby waive any objection to aviation activities or museum activities carried on or connected with said airport or airspace above the airport. All roadways will serve as runway access for taxiing aircraft to and from individual Lots.

The parking of vehicles or airplanes on any street, taxiway, or easement, as well as the twenty (20) foot easement running along all lot lines bordering a street or taxiway, is prohibited, except as provided in Section 5.03.

### **Article 9—Architectural Review and Approval**

To insure that the designs of all structures conform to the desired criteria of the Developer and his assigns, no building (addition or accessory), structure, fence, wall, driveway, lights, or any other structure, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications have been submitted in writing to the Developer or his assigns and the Lot owner has received written approval from same. Plans shall include kind, shape, height, floor plan, materials, location, nature, and approximate cost.

No plans will be approved by the Developer or his assigns if they are deemed to distract in any way from the aesthetic appearance and the antique appearance of the Airpark. It is the desire of the Developer that the design of all buildings will be in keeping with the overall architectural theme of the Airpark.

### **Article 10—Commercial Hangars and Commercial Activities**

Commercial hangars will be constructed within the area zoned commercial. Ownership of each hangar shall include the right to use the subdivision roads, taxiways, and runway for aircraft and ground transportation purposes. Users of these commercial hangars shall be afforded the same rights. Certain commercial hangar space shall be offered to Peach State Airpark residents before being offered to the general public. When hangars are available, Developer will notify those entitled in writing and each shall have (30) days to accept or reject rental of the space. The Owner of each commercial hangar building (complete structure) shall be a voting member of Peach State Runway, LLC. Each hangar building shall be afforded one (1) vote in the Limited Liability Company and will be responsible to pay all assessments levied. Assessments will not exceed the amount needed to pay all taxes, insurance, and maintenance on the runway property.

## **Article 11—Insurance**

Insurance on Common Area. The Association shall maintain a comprehensive policy of public liability insurance covering all of the Common Area, insuring the Association in an amount not less than \$1,000,000 covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insured's for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area.

Such policy of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Member of the Association and shall provide that the policy may not be canceled or substantially modified with at least thirty (30) days' prior written notice to the insured, as well as to the First Mortgagees of each Lot.

Owner Insurance on Aircraft. All aircraft owned by Association members will have in place a liability insurance policy. This restriction also applies to all aircraft owned by the Museum and all hangared aircraft within Commercial Hangars. This policy must be with an aircraft underwriter. Self insurance of aircraft does not meet this requirement. Proof of insurance to the Association will be presented annually by all members.

Annual Review of Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors of the Association in order to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association.

**Article 12—Easements**

In addition to any easements shown on the record plat, the Declarant specifically reserves a twenty (20) foot easement running along all lot lines bordering a street or taxiway to insure proper wing clearance to allow two aircraft to pass. Nothing shall be placed, grown, or allowed to remain in the easement.

**Article 13—Duration of Restrictions**

The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from that date of recording this Declaration, after which time this Declaration shall be automatically extended for successive ten-year periods. This Declaration may be amended at any time by an instrument approved in writing by not less than seventy five (75) percent of the members. Such amendment shall be effective when duly recorded.

**Article 14—Notices**

Any notice required to be sent to any member shall be served by mail delivery (return receipt requested) addressed to the member for whom it is intended at his last known place of residence. The date of service shall be the date of mailing.

**Article 15—Right to Assign**

Declarant and his assigns reserves the right to assign all affirmative obligations to the Association, which shall be a Georgia non-profit corporation, which shall then be responsible for maintenance of any amenity or common area to it entrusted and such association shall have only property owners. Such association shall accept conveyance of any amenity or common area from Declarant after 70% of Lots have been sold.

The Association shall perform all maintenance, purchase all insurance necessary for the common use of the lake, walking trail, taxiways and roads, and pay all taxes.

The Association shall consist of Peach State Airpark property owners and the Developer. Each lot shall have one vote in the Association. The Developer shall have one vote per lot that remains unsold. Otherwise, the Association may prescribe its own rules and methods of operation not inconsistent with these restrictions.

#### **Article 16—Enforcement**

Enforcement of these covenants and restrictions contained herein shall be by proceedings initiated by any Owner or by the Board against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

In the event that any person fails to cure or fails to commence and proceed with diligence to completion, the work necessary to cure any violation of the covenants and restrictions contained herein within ten (10) days after receipt of written notice from the Developer or Board, the Developer or Board shall have the power and authority to impose upon that person a fine for such violation not to exceed five hundred dollars (\$500.00) There shall be no limit to the number or the aggregate amount of violation fines which may be levied against a person for the same violation.

**Article 17—Right to Amend or Modify**

The Developer or his assigns may, in his sole discretion, make modifications, deletions, additions or amendments to these covenants applicable to the aforesaid lands, providing that any such addition restrictive covenants or modifications, deletions or amendments thereto shall not affect the lien of any mortgage then encumbering any of the foresaid lands.

IN WITNESS WHEREOF, Declarant does hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

UNITED BANK AS CUSTODIAN FOR  
RONALD R. ALEXANDER IRA

\_\_\_\_\_  
BY: \_\_\_\_\_  
DECLARANT

\_\_\_\_\_  
RONALD R. ALEXANDER,  
DEVELOPER

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: