

**BY LAWS
OF
THE AERO PLANTATION ASSOCIATION, INC.
SEPT. 1993**

ARTICLE I

DEFINITIONS

- Section 1.** "Association" or "Corporation" shall mean and refer to The Aero Plantation Association, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina.
- Section 2.** "Aero Plantation" shall mean and refer to that certain real property as shown upon the map thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Map Book 6, at Page 88, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article II, Section 2, of the recorded Declaration of Covenants and Restrictions, applicable to "Aero Plantation."
- Section 3.** "Common Properties" shall mean and refer to parks, playgrounds, lakes, swimming pools, tennis courts, golf courses, aircraft landing strip, commons, streets, footpaths, beaches, piers, waterfronts, riding trails, and stables, including buildings, structures, personal properties incidental thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents of "Aero Plantation."

ARTICLE II

LOCATION

- Section 1.** The principal office of the Association shall be located at:
**106 West Jefferson St.
Monroe, N. C. 28111**

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership and voting rights shall be determined and governed as set forth in Article V of the Articles of Incorporation of The Aero Plantation Association, Inc., Reference to which is hereby specifically made.

ARTICLE IV

ASSESSMENTS

Section 1. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner and becomes a lien upon the property against which assessments are made as provided by Article V of the Declaration of Covenants and Restrictions, to which "Aero Plantation" is subject, and recorded in the Office of the Register of Deeds for Union County, North Carolina in Book 620, at Page 316, reference to which is hereby specifically made, and herein referred to as Declaration of Covenants and Restrictions.

Section 2. The membership rights of any person whose interest in "Aero Plantation" is subject to assessments under Section 1 above, whether or not they are personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, their rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of common properties and facilities, as provided in Article VIII, Section 1 (d), and the personal conduct of any member is not in compliance with such rules and regulations, the Directors may, at their discretion, suspend the rights of any such member for violation of the rules and regulations for a period not to exceed thirty (30) days.

ARTICLE V

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

- Section 1.** Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by Article IV, Declaration of Covenants and Restrictions applicable to "Aero Plantation."
- Section 2.** Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside in "Aero Plantation" or to any of his tenants who reside therein upon a leasehold interest for a term of one year or more. Any form of a "Lease Purchase Agreement" shall be treated as if it were a "Conveyance" and shall be subject to all provisions of Article VIII, Section 4, of the Declaration of Covenants and Restrictions applicable to Aero Plantation. Such members shall notify the Secretary in writing of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article IV, Section 2, to the same extent as those of the member.

ARTICLE VI

BOARD OF DIRECTORS

- Section 1.** The affairs of the Corporation shall be controlled and managed by the Board of Directors.
- Section 2.** The number of directors of the Corporation shall be not less than three (3) nor more than nine (9).
- Section 3.** Beginning with the first annual meeting, directors shall be elected at the annual or adjourned annual meeting of the members (except as herein otherwise provided for the filling of vacancies) and each director shall hold office until his death,

resignation, retirement, removal, disqualification, or his successor shall have been elected and qualified.

Section 4. Directors need not be residents of the State of North Carolina.

Section 5. Any director may be removed at any time with or without cause by a vote of the shareholders holding a majority of the outstanding shares entitled to vote at an election of directors. However, unless the entire Board is removed, an individual director shall not be removed when the number of shares voting against the proposal for removal would be sufficient to elect a director if such shares could be voted cumulatively at an annual election.

Section 6. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors (even though less than a quorum) or by the sole remaining director.

Any vacancy created by an increase in the authorized number of directors shall be filled only by election at an annual meeting or at a special meeting of the members called for that purpose.

Any director elected to fill a vacancy shall be elected for the remaining term of his predecessor in office. At a special meeting of members, the members may elect a director to fill any vacancy not filled by the directors.

Section 7. The Board of directors may compensate directors for their services as such and may provide for the payment of all expenses incurred by directors in attending regular and special meetings of the Board.

ARTICLE VII

ELECTION OF DIRECTORS: NOMINATIONS **COMMITTEE: ELECTION COMMITTEE**

- Section 1.** Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to "Aero Plantation." The names receiving the largest number of votes shall be elected.
- Section 2.** Nominations for election to the Board of Directors shall be made by a Nominations Committee which shall be one of the standing committees of the Association.
- Section 3.** The Nominations Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominations Committee shall be appointed by the newly elected Board of Directors at the close of each annual meeting of the members to serve from the close of such annual meeting until the beginning of the next annual meeting.
- Section 4.** The Nominations Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among the members. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.
- Section 5.** All elections to the Board of Directors shall be made on written ballots which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominations Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each member shall receive as many ballots as they have votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope, shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his or her right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the Secretary's direction.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them; and

(b) that the signature of the member or his proxy on the outside envelope is genuine; and

(c) if the vote is by proxy, that a proxy has been filed with the Secretary as provided in Article XIII, Section 2, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

Section 8. Each member of the Board of Directors shall be elected for a two (2) year period. To assure the intention of the membership of the continuity of the direction of the Association, in the year 1994 only, one-half (1/2) of the Board shall be elected for a one year term and one-half (1/2) for a two (2) year term. If the number of Directors is not an even number, the position remaining after the number of Directors has been divided by two (2) shall be for a term of one (1) year. After this special year, as new members are elected in ensuing years, all Director terms shall be for two (2) years, except as provided for in Article VI, Section 6, of these By Laws. If a vacancy is created in mid-term, the new Director shall complete the remainder of that term.

For further purposes of continuity, the duly elected President of the Association shall, in the immediately following year after ending his or her term, shall serve as an Ex Officio member of the Board, attending all meetings and participating in its deliberations but shall not have a vote.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article XII, Section 2.
- (b) To appoint and remove at will all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By Laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article IV, Section 1.
- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the Declaration of Covenants and Restrictions.
- (f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the board of Directors, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-

fourth (1/4) of the voting membership, as provided in Article XII, Section 2.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in Article V of the Declaration of Covenants and Restrictions applicable to "Aero Plantation":

(1) To fix the amount of the assessment against each lot for each assessment period at least thirty days in advance of such date or period and, at the same time;

(2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

(3) To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE IX

DIRECTOR'S MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the first Monday of each month at 6:30 p.m. The Board of Directors may however, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE X

OFFICERS

Section 1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President and the Vice President shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office at the discretion of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of

Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice President shall perform all the duties of the President in the President's absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose, shall sign all certificates of membership, shall keep the records of the Association and shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XII, Section 3).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or Vice President.

Section 8. The Treasurer shall keep proper books of account and cause an annual audit of the Association's books to be made by the Audit Committee at the completion of each fiscal year. The treasurer shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XI

COMMITTEES

Section 1. The standing committees of the Association shall be:

The Nominations Committee

The Recreation Committee
The Maintenance Committee
The Architectural Control Committee
The Publicity Committee
The Audit Committee

Unless otherwise provided herein, each committee shall consist of a chairperson and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the newly-elected Board of Directors after the annual meeting and shall serve until the beginning of the next annual meeting. The Board of Directors may appoint other committees as it deems desirable.

- Section 2.** The Nominations Committee shall have the duties and functions described in Article VII of the By Laws.
- Section 3.** The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.
- Section 4.** The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board determines.
- Section 5.** The Architectural Control Committee shall have the duties and functions described in Article VII, Declaration of Covenants and Restrictions applicable to "Aero Plantation." It shall watch for any proposals, programs, or activities which may adversely affect the residential value of "Aero Plantation" and shall advise the Board of Directors regarding Association action on such matters.
- Section 6.** The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public

releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall perform an annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular meeting as provided in Article X, Section 8, of the By Laws. The Treasurer shall be an ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee, each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duty, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XII

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held in the month of February at an hour and place chosen by the Board of Directors. The annual meeting shall not be scheduled to take place during a nationally recognized holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all the votes of the entire membership.

Section 3. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Corporation. Each member shall register his or her address with the Secretary, and notices of meetings shall be mailed to the member at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VII or any action governed by the Articles of Incorporation or by the Covenants applicable to "Aero Plantation," notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by these By Laws. Any action governed by the Articles of Incorporation or by the Covenants applicable to "Aero Plantation" shall require a quorum as therein provided.

ARTICLE XIII

PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his or its home or other interest in "Aero Plantation."

ARTICLE XIV

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection by any member.

ARTICLE XV

CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the words: " The Aero Plantation Association, Inc., 1970".

ARTICLE XVI

AMENDMENTS

Section 1. These By Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided that those provisions of these By Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to "Aero Plantation" may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration of Covenants and Restrictions applicable to "Aero Plantation" and these By Laws, the Declaration of Covenants and restrictions shall control.



AERO PLANTATION ASSOCIATION INC.

RULES AND REGULATIONS

GOVERNING

AERO PLANTATION ASSOCIATION

PROPERTIES

June 1974
Revised Sep 1978
Revised Sep 1983
Revised Sep 1990
Revised Mar 1993
Revised Apr 1996

AERO PLANTATION ASSOCIATION

Excerpts from

Articles of Incorporation.

Aero Plantation By-Laws

Aero Covenants and Restrictions

GENERAL

Aero Plantation is intended as an area of beauty for the tranquil, peaceful living of its residents. As such, certain rules and regulations have been formulated for the mutual benefit of all members of Aero Plantation Association Inc. Your cooperation in observing these rules is requested.

Aero Plantation was incorporated on June 29, 1970 as a Non-Profit Corporation under North Carolina General Statute 55-A for the purpose of uniting in common organization to promote the health, safety and welfare of the residents of Aero Plantation.

The affairs of the Corporation are controlled and managed by an elected seven (7) member Board of Directors. Each Director serves a term of two (2) years. A Directors meeting is held monthly to conduct the business of the Corporation.

Aero Plantation consists of 475 acres including 90 acres of common property. The common properties consist of the roads, the two large lakes, one small lake on Baron Road, the tennis court, and the aircraft runway and hangar, together with the adjacent land. No member shall store any personal property on the common property without specific approval by the Board of Directors.

Aero Plantation has been declared a sanctuary for wildlife. As such, the discharge of firearms except for protective purposes is prohibited. The hunting or killing of any bird or animal (except dam destructive muskrats) anywhere in Aero Plantation is forbidden. Killing non-poisonous reptiles is discouraged. Killing poisonous reptiles is accepted as both reasonable and prudent to the members' safety.

Aero members pay quarterly dues for the maintenance of the common properties. Dues statements are mailed to members in Jan, April, July and Oct and are due upon receipt. The assessments may be increased by vote of the Members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members who are voting at a meeting duly called for this purpose.

VEHICLES

Generally, NC State Department of Motor Vehicle Laws apply.

The speed limit on any street or road in Aero Plantation shall be 25 miles per hour.

There shall be no parking on the Common areas except in the parking lot behind the aircraft hangar near the tennis courts or the parking area by the #1 tee on Baron Road for those members or guests fishing or golfing. More specifically, there shall be no parking on any roads, streets, dams or road shoulders.

Vehicle weight on any street or road in Aero shall be limited to 12,000 lbs per axle. All trucks entering Aero shall have all possible axles down on the road and operating. Any member who allows an overweight vehicle to enter Aero and do damage to any road shall be held strictly liable for such damage. All such damage shall be repaired ONLY by a contractor acceptable to the Aero Plantation Association and the violating member shall pay for the repairs.

All wide wheel-based vehicles (heavy trucks and equipment trailers) are prohibited from using the front entrance and exit roads in Aero Plantation. Such traffic shall use Skytop Road or the rear entrance whichever is closest to the destination in Aero Plantation.

EXCEPTION:

This rule does not apply to vehicles used for construction or services to those lots and homes located on the front entrance and exit roads. For the homes and lots located on the front entrance road, heavy vehicles shall exit on Skytop Road; and for those homes and lots located on the front exit road, heavy vehicles shall enter on Skytop Road.

Individual property owners shall be held responsible to insure all heavy traffic enters and exits Aero Plantation on the proper routes.

AUTOMOBILES ARE PROHIBITED FROM DRIVING ON THE AIRCRAFT RUNWAY except to drive up to the hangar and to load/unload aircraft in the ramp parking areas.

Vehicles shall at all times yield the right of way to any aircraft on the roads of Aero Plantation.

No campers or camping apparatus shall be parked or kept in such a way as to be visible from the streets.

CONSTRUCTION

Each home or structure built in Aero Plantation shall be set back one hundred (100) feet from the front property line and seventy-five (75) feet from adjoining property and from any Aero right-of-way except as specifically approved by the Board of Directors.

No building, alteration, addition, improvements, fence, wall, screen planting or other structure shall be commenced, erected or maintained upon properties within Aero, nor shall any exterior addition or change be made unless and until the plans are approved in writing by the Board of Directors or its designated Architectural Committee.

All Aero roads have a 30' center line right-of-way. Obstructions to this right-of-way will not be permitted.

LAKES

Only small, non-power boats are permitted on the lakes. Small electric trolling motors are permitted, but in no case shall a boat on a lake in Aero Plantation be equipped with a gasoline engine. No other propulsion system shall have more than 3 HP.

Boats may be launched only from the Common Property, but then may float anywhere on the lake.

No boats are to be left aground on the shore of any common property.

No boats are to be left anchored in any lake except at the shore of a Member's own property.

Fishing from the shore may be done only on the Common Property, unless you have the express permission of the Member who owns the land where you want to fish.

Any fishing at night should be done quietly whenever the noise might disturb a resident.

Member's guests who wish to use any of the fishing lakes, shall at all times be accompanied by the member, or shall possess a valid fishing pass. Fishing guests shall park at their host's home, behind the tennis court or in the area by the #1 tee-box.

Members are responsible for the conduct of their guests.

AIRCRAFT AND RUNWAY

All operation and instruction must be performed in accordance with FAA Rules and Regulations (FAR'S)

Aircraft should land runway 24 and take-off runway 6 unless wind dictates otherwise. Left-hand traffic in both landing patterns. Multicom frequency 123.0, (5 clicks) will activate the runway and strobe lights.

Aircraft must be tied down either in the hangar, in designated tie-down areas near the runway or on a Member's own property.

No club or group-owned aircraft are permitted unless all owners are members of Aero Plantation Association.

Aircraft taxiing to and from the runway shall have the right-of-way over all other vehicular traffic in Aero Plantation at all times.

The Aero Plantation airport is open to Association Members 24 hours a day.

Members using the hangar for aircraft parking shall rent such space from the Association at the then current rate charged by the Association.

There shall be no landing or take-off fees charged to any aircraft.

Members should give their fly-in guests a briefing on Aero Plantation landing and take-off procedures.

Members' guest who arrive by aircraft may use the runway and park their aircraft either at the runway or on their host members' property.

Members' guest may not permanently or temporarily base or leave their aircraft on the Aero Plantation Airport facility, or anywhere else in Aero except on the property of the host member

Members are responsible for the conduct of their guests.

ANIMALS

No commercial operation, whether for profit, non-profit or charitable such as boarding, breeding or schooling of any animals shall be permitted. Livestock or poultry raising or breeding is strictly forbidden.

Unleashed dogs must not wander beyond the confines of the resident owner's property unless they are under the POSITIVE CONTROL of the owner at all times.

Female dogs must be securely penned or boarded-out when in heat.

Owners are limited to one dog and one cat per acre, and one horse for each acre of pasture on their property. Other pets and domestic animals shall also be limited to one per acre unless determined otherwise by the Board of Directors in its sole discretion on a case by case basis.

Barns, horse lots and dog runs shall be kept clean so as not to create odors or offend neighbors in any way.

Horses are not to be ridden on Aero streets and roads. Horses are to be ridden on shoulders of roads and on trails marked for such purposes. Horses are prohibited from the runway area.

THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO DECLARE ANY PET OR DOMESTIC ANIMAL A NUISANCE (by virtue of noise, menacing behavior, failure to remain on the owner's property, etc.) and direct that it be leashed, muzzled, fenced-in, chained or removed from Aero Plantation or to implement whatever other solution it deems necessary in its sole discretion.

GOLF

All golfers shall be aware of the nature of our "triple green" and shall exercise due caution on approach so as not to injure other golfers already on the green or making their own approach shots.

Golfers using the course may retrieve errant golf ball from adjoining properties so long as doing so will not cause any damage to the adjoining property. At no time shall any golfer attempt to play a shot from private property onto the golf course.

Members' guests who wish to use the golf course shall at all times be accompanied by the member or carry a valid guest pass.

Members are responsible for the conduct of their guests.

ARTICLES OF INCORPORATION
OF
THE AERO PLANTATION ASSOCIATION, INC.

I, the undersigned natural person of the age of twenty-one (21) years or more, do hereby make, subscribe, acknowledge, and adopt these Articles Of Incorporation for the purpose of forming and organizing a non-stock, non-profit, membership corporation under and by virtue of the laws of the State of North Carolina, as contained in Chapter 55-A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act," and the several amendments thereto.

ARTICLE I

NAME

The name of the Corporation is The Aero Plantⁿ 'ion Association, Inc.

ARTICLE II

PERIOD OF DURATION

The period of duration of the Corporation shall be perpetual and unlimited.

ARTICLE III

PURPOSES AND POWERS

The purposes for which this Corporation is formed are:

To unite in common organization to promote the health, safety, and welfare of the residents of "AERO PLANTATION" which is more particularly described as being all of Lots numbered 1 through 105 inclusive, of Aero Plantation, as shown upon the map thereof recorded in the Office of the Register of Deeds for Union County, North Carolina in Map Book 6 , at page 88 , re-

ference to which is hereby specifically made, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation as provided in Article VII hereof, (hereafter referred to as "AERO PLANTATION" and for this purpose to:

(a) own, acquire, build, operate, and maintain recreation parks, lakes, beaches, piers, waterfronts, playgrounds, swimming pools, tennis courts, golf courses, aircraft landing strip, commons, streets, footways, riding trails and stables, and other common facilities, including buildings, structures, and personal properties incidental thereto, hereinafter referred to as "the common properties and facilities;" (b) provide exterior maintenance for the lots and homes, within "AERO PLANTATION," garbage and trash collection, and fire and police protection; (c) maintain unkempt lands or trees; (d) supplement State, County and municipal services; (e) fix assessments (or charges) to be levied against the common properties and facilities; (f) enforce any and all covenants, restrictions and agreements applicable to "AERO PLANTATION;" (g) pay taxes, if any, on the common properties and facilities; and (h) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of "AERO PLANTATION."

Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c) of the Internal Revenue Code and the Regulations thereunder as the same now exist or as they may be hereafter amended from time to time.

ARTICLE IV

PRECLUSION OF PROFIT-MAKING ACTIVITIES AND DISTRIBUTION ON DISSOLUTION OR LIQUIDATION

Section 1. Non-Profit. The Corporation is not organized for pecuniary gain or profit, direct or indirect, to its members. It shall not be operated for profit or the transaction of specific business by its members; nor shall it

promote the private interest of any member; nor engage in activities which would constitute a regular business of a kind ordinarily carried on for profit; nor shall it have capital stock or any power to issue certificates of stock or to declare, pay, or distribute dividends.

Section 2. Dissolution and Liquidation. The Corporation may be voluntarily dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds vote of each class of its membership. Written notice of a proposal to voluntarily dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Section 2.2 hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

Section 2.2 Distribution. No part of the net earnings or assets of the Corporation shall inure to the benefit of any officer, director, or member nor shall same or any part thereof be distributed, upon dissolution, liquidation, or otherwise, whether voluntary, or involuntary, to any member or individual; and upon dissolution of the Corporation, its assets shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as

practicable the same as those to which they were required to be devoted by the Corporation; and, in any event, the balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall be used or distributed exclusively for purposes within those set forth in Article III hereof and within the intendment of Section 501(c) of the Internal Revenue Code of 1954 and the Regulations thereunder as the same now exist or as they may be hereafter amended from time to time. No such disposition of the Corporation's properties shall be effective to divest or diminish any right or title of any member vested in him or it under the recorded "declaration of covenants and restrictions," and deeds.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot is subject to assessment by the Corporation, as provided in the recorded declaration of covenants and restrictions, to which reference is hereby specifically made and hereinafter in these Articles Of Incorporation referred to as "declaration of covenants and restrictions," shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation or the payment of money shall not be a member. No

person or entity shall be a member of the Corporation under this section after ceasing to be the Owner of record of a fee or undivided fee interest in any such Lot.

The directors of the Corporation may, after affording the member (as defined in this section) an opportunity to be heard, suspend any such member from membership in the Corporation during any period of time when there exists a violation of any of the provisions of the recorded "declaration of covenants and restrictions" (including, but not limited to, the failure to make any payment to the Corporation when due and payable under the terms thereof) with respect to his or its Lot which is subject thereto.

Section 2. Voting Rights. The Corporation shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer of "AERO PLANTATION." Subject to payment of assessments as provided in Article V of the recorded "declaration of covenants and restrictions" hereinbefore described in Article V, and to which reference is hereby made, Class A members shall be entitled to one vote for each Lot owned in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Class A members owning more than one Lot may exercise one additional vote for each additional Lot owned by payment of an additional \$120.00 annual assessment for each such additional Lot for which such member elects to have each such additional vote.

Class B. Class B members shall be the Developer of "AERO PLANTATION." The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1976.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

The Developer of "AERO PLANTATION" may assign its membership in the Corporation to any person, corporation, association, trust, or other entity, and such assignee, and any future assignee of such membership, may make successive like assignments. Membership in the Corporation shall not otherwise be transferable or assignable.

The qualifications set forth herein for membership in the Corporation shall be the only qualifications for such membership.

ARTICLE VI

DIRECTORS

Section 1. Authority; Selection; Terms of Office. The affairs of the Corporation shall be controlled and managed by the board of directors who need not be members of the Corporation.

Section 2. Initial Directors. The initial board of directors shall consist of three (3) directors who shall hold office until the election of their successors.

Section 3. Election, Increase and Decrease of Directors. The method of election of the directors of this Corporation, and the qualifications therefor, shall be determined by the By Laws of this Corporation. The number of di-

rectors may be increased or decreased in accordance with the laws of the State of North Carolina, but no decrease shall have the effect of shortening the term of any incumbent director,

Section 4. Names and Addresses. The names and addresses of persons who are to serve as initial directors until the first annual meeting of the members of this Corporation, or until their successors shall have been duly elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
James D. Nisbet	Route 3 Waxhaw, North Carolina
Frank P. Larson, Jr.	Route 3 Waxhaw, North Carolina
Thomas N. Roboz	Route 3 Waxhaw, North Carolina

ARTICLE VII

ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to "AERO PLANTATION," described in Article III, may be made only in accordance with the provisions of the recorded "declaration of covenants and restrictions" hereinbefore described and referred to in Article V. Such additions, when properly made under the applicable covenants and restrictions, shall extend the jurisdiction, functions, duties, and membership of this Corporation to such properties. Where the applicable covenants and restrictions require that certain additions be approved by this Corporation, such approval must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly

called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VIII

MERGERS AND CONSOLIDATIONS

Subject to the provisions of the recorded "declaration of covenants and restrictions," and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE IX

MORTGAGES AND OTHER INDEBTEDNESS

The Corporation shall have the power to mortgage its properties only to the extent authorized under the recorded "declaration of covenants and restrictions," applicable to "AERO PLANTATION."

The total debts of the Corporation including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of each class of members who are voting in person or

by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE X

QUORUM FOR ANY ACTION GOVERNED BY ARTICLES VII, VIII AND IX OF THESE ARTICLES

The quorum required for any action governed by Articles VII, VIII and IX of these Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be one half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE XI

DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Corporation shall have power to dispose of its real properties only as authorized under the recorded "declaration of covenants and restrictions" applicable to "THE AERO PLANTATION PROPERTIES."

ARTICLE XII

INCORPORATORS

Section 1. Names and Addresses. The names and addresses of the Incorporators of this Corporation are as follows:

<u>Name</u>	<u>Address</u>
James D. Nisbet	Route 3 Waxhaw, North Carolina

ARTICLE XIII

ADDRESS OF INITIAL REGISTERED OFFICE AND NAME OF INITIAL REGISTERED AGENT

Section 1. Registered Office. The address of the principal initial registered office of this Corporation is 1215 American Building, in the City of Charlotte, County of Mecklenburg, and State of North Carolina.

Section 2. Registered Agent. The name of the initial registered agent of this Corporation is Mr. Dotson G. Palmer

IN WITNESS WHEREOF, the undersigned Incorporator, designated in Article XII hereof, does hereby execute these Articles Of Incorporation and certify to the truth of the facts herein stated, and further certifies that he is: over the age of twenty-one (21) years; a citizen of the United States; a resident of the State of North Carolina; and that all the persons named as Directors are citizens of the United States and residents of the State of North Carolina, this the 26th day of June, 1970.



JAMES D. NISBET

**STATE OF NORTH CAROLINA
COUNTY OF UNION**

**AMENDMENT TO DECLARATION
OF RESTRICTIONS OF AERO
PLANTATION SUBDIVISION**

**PLAT BOOK 6, PAGE 88
UNION COUNTY REGISTRY**

The undersigned, being the Owners of two-thirds (2/3) of the lots of Aero Plantation Subdivision, do hereby amend the Declaration of Covenants and Restrictions recorded in Deed Book 620, at page 316, Union County Registry, by affixing our written consents hereto in accordance with Article VIII, Section 1, of the Declaration of Covenants and Restrictions.

The attached Restrictive Covenants are adopted in lieu of and shall supersede the Declaration of Covenants and Restrictions recorded in Deed Book 620, at page 316, and in Deed Book 240, at page 173, Union County Registry.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. **Association** shall mean and refer to The Aero Plantation Association, Inc., its successors and assigns.
2. **Common Properties** shall mean and refer to those streets, roads and areas of land and lakes shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
3. **Lot** shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as herein defined.
4. **Member** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
5. **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, deed of trust, or other security instrument, shall NOT mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
6. **The Properties** shall mean and refer to all such existing properties and any subsequent additions that are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof, and also known and shown as "Aero Plantation".

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS

Section 1 - Existing Property – The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sandy Ridge Township, Union County, North Carolina. This real property is more particularly described as being all 111 lots of Aero Plantation, as shown upon the map thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Map Book #6, at Page #88. Reference to this recorded map is hereby specifically made, and all of this property shall hereinafter be referred to as "Existing Property".

Section 2 - Additions to Existing Property – Additional lands may become subject to the Declaration in the following manner: Upon approval in writing of the Association, pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions.

The Supplementary Declaration of Covenants and Restrictions, as well as the land proposed to be added, must be approved in advance by the Association, and such Supplementary Declaration must contain language that the real property described and identified will not be further subdivided; will be used for one private residence only; and will not be used in any manner to allow access to and through Aero Plantation Subdivision by right-of-way or easement, whether expressed or by prescription or long-term use, permit, or license. Such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the Existing Property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership – Every person or entity that is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association. However, any such person or entity who holds such interest merely as a security for the performance of an obligation or the payment of money shall not be a Member. No person or entity shall be a Member of the Association under this provision after ceasing to be the owner of record of a fee or undivided fee interest in any such Lot.

Section 2 - Voting Rights of Members – Members shall be all those Owners as defined in Section 1 hereof. Subject to the payment of all assessments as hereinafter provided in Article V, Members shall be entitled to one vote each. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised among themselves as they determine, but in no event shall more than one vote be cast with respect to any Lot. Members owning more than one Lot may exercise one vote for each such additional Lot owned by paying an annual assessment of \$250.00 for each such additional Lot for which the Member elects to have an additional vote. Such additional annual assessment must be paid six (6) months prior to the exercise of the additional vote.

Section 3 - Suspension of Voting Rights – The Board of Directors of the Association shall have the right to suspend the voting rights of a Member for any period during which an assessment on his/her Lot remains unpaid.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 - Members' Easements of Enjoyment – Subject to the provisions denoted herein, every Member shall have a right and easement of enjoyment in and to the Common Properties. Such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2 – Extent of Members' Easements – The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association, in accordance with its Articles and By Laws, to borrow money for the purpose of improving or maintaining the Common Properties and to mortgage said Properties for this purpose. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Properties shall be returned to the Association, and all rights of the Members hereunder shall be fully restored; and
2. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and
3. The right of the Association, as provided in its Articles and By Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations; and
4. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
5. The right of the Association to limit or otherwise regulate the number of guests of Members; and
6. The right of the Association to formulate and publish, from time to time, Rules and Regulations which it deems prudent and necessary to enhance the Common Properties of "Aero Plantation".
7. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a vote of two-thirds (2/3) of the Members. Written notice of the proposed agreement must be sent to every Member at least ninety (90) days in advance of any action taken by the Association, and the written consent of the Members must be recorded.

ARTICLE V ASSESSMENTS

Section 1 – Creation of a Lien and Personal Obligation of Assessments – The Owner of any Lot within The Properties hereby covenants, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, to agree to pay to the Association certain assessments that are fixed, established, and collected from time to time as hereinafter provided. These assessments shall include:

- [1] Regular assessments or charges, and
- [2] Special assessments for capital improvements.

The regular and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be:

- [1] A continuing lien upon the property against which each such assessment is made, and
- [2] A personal obligation of the person who was the Owner of such property at the time the assessment become due and owing.

Section 2 – Purpose of Assessments – The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties, the beautification of Aero Plantation, and the enforcement of these Covenants and the Rules and Regulations of the Association. In furtherance of these duties, the assessments shall be used for the improvement and maintenance of The Properties, the services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance, the repair, replacement and additions thereto, and the cost of labor, equipment, materials, management and supervision thereof.

Section 3 – Regular Assessment Calculation and Payment – The assessment for Member Owners shall be set by a vote of the Membership as hereinafter provided in this Article. Such assessment shall be apportioned in two (2) parts:

- [1] Membership Assessment: A base assessment on the first Lot as a whole.
- [2] Acreage Assessment: An additional assessment on the acreage of the Lot.

The ratio of these two (2) assessments shall remain the same. Any increases or decreases determined by the Membership will affect the membership assessment and the acreage assessment by the same percentage. Any fractional acreage shall be assessed as a whole acre, thus 4.2 acres would be assessed the same as 5.0 acres.

Any Member Owner of more than one Lot shall be assessed a membership assessment for the first Lot, and shall be assessed only the acreage assessment for any and all additionally owned Lots without a residence completed or under construction thereon.

As soon as the construction of a residence should begin upon any such additionally owned Lot, the acreage assessment shall convert to an additional membership assessment.

The Board of Directors of the Association shall fix the date of the commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period. Additionally, the Board shall, at that time, prepare a roster of the Properties and the assessments applicable thereto. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto.

Regular assessments shall be fixed at a uniform rate for all Lots and shall become due and payable by the Members within thirty (30) days of receiving a billing by the Association. These monies may be collected on a monthly, quarterly, or annual basis as determined by the Membership, and the Association will furnish a receipt of payment to any Member requesting such documentation.

Section 4 – Assessment Increase and/or Decrease – The assessments described herein may be decreased solely by Board action. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix any such actual assessment for any year at a lesser amount.

The assessments described herein may be increased only by an assenting vote of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any such meeting to increase the assessments shall be sent to all Members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

NOTE: The quorum required for any action under this Section shall be as follows: At the first called meeting for a special assessments increase, the presence at the meeting of Members or of their proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting for this purpose may be held no more than sixty (60) days thereafter. The same notice requirements must be followed for this second meeting; however, at this second meeting duly called for this purpose, the presence at the meeting of Members or of their proxies entitled to cast only thirty percent (30%) of all the votes of the membership is the minimum required and shall then constitute a quorum.

Section 5 – Special Assessments – In addition to the regular assessments authorized by this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Properties. These special assessments may be levied only by an assenting vote of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any such meeting to levy a special assessment shall be sent to all Members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

NOTE: The quorum required for any action under this section shall be as follows: At the first called meeting for a special assessments increase, the presence at the meeting of Members or of their proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting for this purpose may be held no more than sixty (60) days thereafter. The same notice requirements must be followed for this second meeting; however, at this second meeting duly called for this purpose, the presence at the meeting of Members or of their proxies entitled to cast only thirty percent (30%) of all the votes of the membership is the minimum required and shall then constitute a quorum.

Section 6 – Effect of Non-Payment of Assessments – If the assessments are not paid when due and payable, then such assessments shall become delinquent and shall, together with such interest and cost of collection, including reasonable attorneys' fees, become a continuing lien on the property. This lien on the property shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and/or assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear a late charge of fifty dollars (\$50.00), plus interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or it may choose to foreclose the lien against the property. In either event, there shall be added to the amount of such delinquent assessment the costs of preparing and filing any and all necessary documents in any such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, as well as reasonable attorneys' fees, as established by the Court, and the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or by abandonment of his Lot.

Section 7 – Subordination of Lien to Mortgages – The assessment lien provided for herein-above shall be subordinate to the lien of any mortgages or deeds of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and

payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 8 – Exempt Property – The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein:

- [1] All properties to the extent of any easement or other interest dedicated and accepted by the local public authority and devoted to public use; and
- [2] All Common Properties as defined within this Declaration.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from any assessments, charges, or liens.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1 – Areas of Control - No building, alteration, addition, improvement, fence, wall, screen planting, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made including, but not limited to, satellite dish antennas, swimming pools, tennis courts, outbuildings, additional garage space, etc., unless and until the plans and specifications (hereinafter referred to as “The Plans”) are approved, in writing, by the Board of Directors or its designated Architectural Committee. The Plans must include the complete construction plans, the site plan showing the proposed location and elevation of any such contemplated improvement, the nature, kind, shape, height, materials, exterior colors, site grading and location, and quality of workmanship and materials and the proposed landscaping plan. The Plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board.

Section 2 – Approval Process – Two (2) copies of said plans shall be submitted to the Board of Directors of the Association or to the designated Architectural Committee. In the event of project disapproval, both sets of plans shall be returned to the property owner with written reasons for disapproval. In the event of project approval, only one set of plans shall be returned with written approval. The remaining set of plans shall be retained in the files of the Association. In the event of any substantial, material or exterior changes in the plans, then such changes will be submitted for review in the same manner as the original plans.

In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin same has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with. The Association may establish and collect a reasonable fee from the Owner for such services of such Architectural Committee, or such architectural review services rendered by the Board of Directors of the Association.

Section 3 – Appeals Process – Should a project be disapproved, the proposing Owner may appeal the decision to a larger committee. This Appeals Committee shall be composed of the Board of Directors of the Association, the Architectural Committee, and all neighbors whose property is contiguous to the property in question, or whose property commands a view of the property in question. The decision of this expanded Committee shall be final and binding on all parties. In the event of a split decision, a simple majority shall prevail. The President of the Association shall vote only in the event of a tie.

Section 4 – Owner Responsibility – After the plans are approved and the Board gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved plans and the requirements of the Covenants and Restrictions. The actual construction shall be the responsibility of the Owner of the Lot and his builder. Any permission granted for construction under this Covenant shall NOT constitute, or be construed as, approval by the Association or the Board of the structural stability, design or quality of any building or other improvement.

The Committee shall have the right to waive minor setback violations.

The Owner/Member has the responsibility for insuring that any and all vehicles entering The Properties as part of the approved project shall be loaded so as not to damage the roads in Aero Plantation. The Owner/Member shall be separately assessed for any damage that can be specifically attributed to vehicles which are apart of his project.

The driveways, walkways, landscaping and the exterior of all houses and other structures must be completed within one year after construction of same has commenced. This deadline may be extended when such completion is impossible or would result in great hardship to the Owner or builder due to causes beyond their reasonable control as determined by the Board.

ARTICLE VII GENERAL COVENANTS

In order to conserve and enhance the natural beauty of the subdivided property, and in order to insure its best use and most appropriate development, The Properties shall be subject to the following protective Covenants and Restrictions, hereinafter referred to as the General Covenants:

1. **Aircraft** - Any aircraft taxiing to and from the runway shall have absolute right of way on the roads of Aero Plantation. Automobiles are prohibited from the runway, except to drive to and from the aircraft hanger.
2. **Antennas** – If a connection to a master antenna or cable telecommunications is available at the Lot line, no television or radio antenna shall be located on a Lot exposed to view from any other Lot unless approved by the Board of Directors.
3. **Association Remedies:**

Section 1 – Association Authority – The Association shall have the right to enforce any and all General Covenants. To do so, the Association must give the Owner of the Property in violation of the General Covenants a twenty (20) day notice to correct the stated violation. Should the Owner fail to comply with the General Covenants within the time provided, the Association shall have the right to do any and all things necessary or desirable, in the opinion of the Board, to keep such Property in neat and good order. Such Association actions shall be a cost and expense to the Owner, and such cost and expense shall be paid to the Association upon demand. Should the Owner fail to pay the monies demanded within ten (10) days thereof, this amount shall become a lien upon the Property affected. This General Covenant enforcement lien shall be equal in priority to the assessment liens provided for in Article V, Section 1 hereof.

✓ **Section 2 – Member Appeals of Board Actions** – The Member whose Property is affected by a Board action to enforce the General Covenants shall have the right to appeal such Board action. This appeal shall be before a group of five (5) or more Members of the Association. The Members of this appeals panel shall be selected from those owning contiguous or nearby Lots to the appealing Member and may include Members serving on the Board of Directors, save and except the President of the Board may not serve in this capacity. After all parties have presented their arguments, the decision of this appeals panel shall be final and binding on all parties. The President of the Board of Directors shall vote in the case of a tie.

4. **Building Requirements** – The main structure of each single family dwelling shall have an enclosed, heated living area of no less than two thousand (2,000) square feet. This square footage shall be exclusive of open porches, garages, and other unheated space. All residential dwellings must have a garage or carport accommodating at least two (2) vehicles under roof.
5. **Commercial Endeavors** – Aero Plantation is a residential community. At no time shall any Owner be permitted to operate any commercial or non-profit business from any of the Lots or Properties or home without specific written approval from the Board. Such approval shall not be unreasonably withheld. The “home occupation” ordinance of the Town of Weddington is also hereby

referenced and incorporated into this document. Additionally, no business inventory or equipment shall be kept or maintained outside a residence.

6. **Game Sanctuary** – Aero Plantation is a game sanctuary. The hunting and killing of any bird or animal on The Properties is forbidden.
7. **Golf** – Golfers lawfully using the golf course may retrieve all errant golf balls from any property adjoining the course, provided such retrieval may be made without damage to the property or to any flowers and shrubbery.
8. **Lake Front Provisions** – On Lots or other parcels of The Properties adjacent to a lake, the following provisions apply:
 - [1] No vehicle shall be stored within twenty (20) feet of the water boundary, nor shall any boat canal be dug or excavated, without the approval of the Board of Directors.
 - [2] No bulkhead, barge, docks, piling, float or other marine structure shall be erected without the approval of the Board of Directors. No boat shall be moored so as to obstruct navigation in such waters.
 - [3] No refuse of any kind shall be placed in the adjacent waters.
9. **Laundry** - No clothing, laundry, or wash shall be aired or dried on any portion of The Properties in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the Board of Directors and only when protected from view by screening or fencing approved by the Board of Directors.
10. **Lot Divisions** - More than one (1) Lot or parts thereof may be combined to form one (1) or more Lots. **NO LOT MAY BE SUBDIVIDED BY SALE OR OTHERWISE**, except that Lots #30, #31, and #106 may be divided as equally as possible, given the terrain of the acreage, into two (2) Lots each, subject to review by the Board of Directors. The Board may make reasonable requests regarding the Lot line locations submitted by the Owner(s) of these three (3) specified Lots, but it may not prevent the division.
11. **Nuisances:**
 - [1] No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done that may be or become a nuisance or annoyance to the neighborhood.
 - [2] No exterior lighting shall be directed outside the boundaries of a Lot or other parcel of the Properties.
 - [3] No disposal or discharge of any contaminants into the streams or lakes, such as oil, sewage, garbage, or other hazardous waste, shall be permitted.

- [4] No extensive work, such as the dismantling or repairing of automobiles, boats, or any machinery, is permitted in the driveways, streets, or outside garages throughout The Properties.
12. **Parking** – Parking of vehicles and aircraft of Owners on any street is prohibited, and The Association may regulate the parking of aircraft, boats, trailers, automobiles, carts, and all other vehicles, conveyances, appliances, machinery, and equipment, as the Board of Directors may deem proper and reasonable.
13. **Pets** – No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any Lot. However, dogs, cats, other household pets, and horses may be kept so long as they are not raised, bred, or kept for any commercial purpose. Owners are limited to one (1) “outdoor” dog per acre, one (1) “outdoor” cat per acre, and one (1) horse per acre of pasture on their Property. Other pets and domestic animals shall also be limited to one (1) per acre unless determined otherwise by the Board of Directors in its sole discretion on a case by case basis. All pets and domestic animals shall be confined to the Owner’s property. Pets on the Common Properties shall be leashed at all times and shall be under the control of their owner. The Board of Directors shall have the right to declare any pet or domestic animal a nuisance by virtue of noise, menacing behavior, failure to remain on the Owner’s Property, etc. The Board may direct that it be leashed, muzzled, fenced, chained, removed from The Properties, or whatever other solution it deems necessary in its sole discretion.
14. **Rules and Regulations** – The Board of Directors shall have the power to formulate, amend, publish, and enforce reasonable Rules and Regulations concerning the use and enjoyment of each Lot and the Common Properties. Such Rules and Regulations may provide for the imposition of fines or penalties for the violation thereof, or for the violation of any of the Covenants and Restrictions contained in this Declaration.
15. **Septic Systems** – Septic systems shall be setback a minimum of twenty (20) feet from adjoining property and from any Association right-of-way except as specifically approved by the Board of Directors
16. **Setbacks** – Each home built in Aero Plantation shall be set back at least one hundred (100) feet from the front property line and seventy-five (75) feet from any adjoining properties, except as specifically approved by the Board of Directors. On shallow Lots, this approval shall not be unreasonably withheld.
17. **Signs** – No sign of any kind, larger than one (1) foot square, shall be displayed in public view on any Lot, except temporary signs not more than six (6) square feet that advertise the property for sale or rent.

18. **Slope Control Areas** – Within any slope control area, no structure, planting, or other materials shall be placed or permitted to remain, and no activity shall be undertaken which may damage or interface with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot or other parcel of The Properties and all improvements in them shall be maintained continuously by the Owner of the Lot or parcel, except for those improvements for which a public authority or utility company is responsible.
19. **Temporary Structures** – No structure of a temporary character, trailer, prefabricated or manufactured home, basement, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Provided, however, that this requirement shall not restrict a builder during the construction of a dwelling in The Properties.
20. **Traffic Obstruction** – No fence, wall, tree, hedge, or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.
21. **Trash** – No material or refuse shall be placed or stored exposed to view within twenty (20) feet of the property line of any Lot or other parcel of The Properties, except household garbage may be placed near the street for collection on the appropriate collection day. It is specifically noted that this provision also applies to the edges of any water course or body of water within The Properties, except that clean fill may be placed nearer so long as the natural water course is not altered or blocked by such fill. No portion or part of any Lot shall be used or maintained as a dumping ground for rubbish or other refuse, except for stump burial pits. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, other Lots, Common Property, and all portions of the lakes, runway, and golf course.
22. **Use of Lots** – Except as otherwise provided in these Covenants and Restrictions, the Lots shall be used for residential purposes only. No structure shall be erected, placed, altered, or permitted to remain on any Lot other than detached, single-family dwellings, together with outbuildings customarily incidental to the residential use of the Lot. No building or structure approved by the Architectural Committee and constructed or placed upon The Properties shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Board of Directors of the Association.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1 – Duration – The Covenants and Restrictions of this Declaration shall continue for a term of ten (10) years from the date this Declaration is recorded, and shall automatically be extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the Members has been recorded assenting to change the Covenants and Restrictions in whole or in part. Written notice of any proposed changes shall be sent to every Owner at least ninety (90) days in advance of any action taken.

NOTE: For purposes of this Section, when more than one person holds an interest in any Lot, all such persons shall be considered Members, and each shall be required to sign the instrument and, as to that particular Lot owned jointly, shall count only as one Member in the computation of the required two-thirds (2/3).

Section 2 – Enforcement – The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association. The Association shall be deemed the agent for all its Members or for the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants.

Additionally, the Association may seek an Order from a court of competent jurisdiction permitting it to enter upon the portion of The Properties upon or as to which such violation exists and to summarily abate or remove the violation. To this purpose, the Association may use such force as may be reasonably necessary, at the expense of the Owner thereof, and neither the person entering, nor the organization directing the entry, shall be deemed liable for any manner of trespass for such action. The Owner shall pay the cost and expense of such abatement or removal upon demand, and these costs and expenses shall include reasonable attorneys' fees and other costs in connection with seeking the Order of the Court. The cost of such abatement or removal shall become a lien upon the portion of The Properties affected when due, subject and subordinate only to the lien of any first Deed of Trust now or hereafter placed upon such Lot, enforceable at law or in equity by the Association.

The foreclosure of this lien shall not operate to affect or impair the lien of any first Deed of Trust now or hereafter placed upon such Lot. In turn, the foreclosure of the lien of such a first Deed of Trust, or the acceptance of a deed in lieu thereof, shall not operate to affect or impair this lien. However, the portion of this lien for such costs as shall have accrued to the date of such foreclosure, or acceptance of the deed in lieu thereof, shall be subordinate to the lien of any such first Deed of Trust, and such foreclosure purchaser or taker of a deed in lieu thereof, shall take title to such Lot free of this lien for all such costs that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but

subject to the this lien for all such costs that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

The failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any liability attach to the Association or any Owner for failure to enforce same.

Section 3 – Notices – Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4 – Conveyance – Before any Lot shall be transferred, conveyed or otherwise alienated, the prospective purchaser, or purchasers, shall meet with the Board of Directors of Aero Plantation Association, Inc. The purpose of this meeting is to advise the new Members of their rights and obligations under the Declarations of Restrictions of Aero Plantation, as well as the By Laws and Rules and Regulations of the Association. Copies of these controlling documents shall be distributed to the new Members, and compliance with this Section shall be evidenced upon the deed of conveyance by the written acknowledgement of the Aero Plantation Association, Inc., or its successors and assigns. This required written acknowledgement shall not be unreasonably withheld by the Association.

This provision shall in no way affect, limit, or prohibit the passage of title or possession by or under any foreclosure; however, the right is hereby reserved to the Association to intervene or set aside any foreclosure proceeding or action, or to set aside any sale or transfer thereunder, for the purpose of preventing a collusive transfer of title in violation hereof. Additionally, this provision shall in no way affect, limit or prohibit the devolution of title by will or under the intestate law, or by valid good faith gifts to the spouse or child of the Owner. The purchaser at a foreclosure sale, the heirs and devisees of the Owners, and any such donee, after acquiring title by foreclosure, gift, devise, or under the intestate laws, and all their successors in title, shall be bound hereby as to any subsequent sale, transfer, leasing or occupancy of said Lot.

The rights hereby reserved to the Aero Plantation Association, Inc., in the event of the appointment of a receiver, assignment for the benefit of creditors, bankruptcy, sales under the legal process of any kind, or otherwise, shall pass to the Owners of the Lots. Consent shall be obtained when a majority of the adjoining Owners shall give such consent in writing.

Section 5 – Severability – Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6 – Rights of Clarification and Correction Reserved – The Board of Directors of the Aero Plantation Association reserves the right to amend this Declaration from time to time without joinder of any of the Members for the following purposes:

- [1] To clarify the meaning of this Declaration.
- [2] To correct clerical errors in this Declaration.
- [3] To correct grammar, spelling, capitalization and other matters of syntax.