

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR GILBERT
INTERNATIONAL AIRPARK GILBERT, SOUTH CAROLINA**

NOTICE TO ALL AND TO WHOM IT
MAY CONCERN:

This declaration, made on the date hereinafter set forth by Gilbert International Airpark Association (the "Association") and the present owners of tracts of land located within Gilbert, Lexington County, South Carolina, said parties hereinafter referred to as Declarants.

WITNESSETH

WHEREAS, the developer, Tomason, Inc., has previously established a certain document containing CONDITIONS, RESERVATIONS AND RESTRICTIONS, filed of record on the 30 day November, 1994 in Book _____ page _____ Lexington County, and

Whereas, the Declarants hereinafter signed are owners of certain property or tracts of land within the certain property in the County of Lexington, State of South Carolina known as Gilbert International Airpark, which is more particularly described in that certain plat recorded in Plat Book 265, page 56 (Phase I), and Slide 68. Plat I (Phase II). RMC Office, Lexington County, South Carolina and incorporated in this description by reference.

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, conveyed, and improved subject to the following easements, restrictions, reservations, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part, portion, lot or tract thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. These easements, restrictions, reservations, covenants and conditions are and each thereof is imposed upon such part, portion, lot or tract, all of which are construed to be restrictive covenants running with the land and title to such tracts and with each and every parcel thereof.

ARTICLE I
DEFINITIONS

- 1.01 "Association" shall mean and refer to Gilbert International Airpark Association, a Non-Profit Corporation, its successors and assigns.
- 1.02 "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is a part of the properties, excluding any person or entity having such interest merely as security for the performance of an obligation.
- 1.03 "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.04 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The common area shall include, but not be limited to private roads (excluding driveways on lots of owners), airstrips and recreation areas.
- 1.05 "Lot" shall refer to any plot of land or parcel shown on any recorded plat or map of the properties with the exception of common areas.
- 1.06 "Declarant" shall mean and refer to the Association and all owners of record of any lot in Gilbert International Airpark.
- 1.07 "Architectural Review Committee" shall mean a committee made up of at least 3 Members of the Association, elected by the Association at the annual election of officers meeting, for the sole purpose to maintain the aesthetic standards of Gilbert International Airpark.

ARTICLE II
PROPERTY RIGHTS

2.01 Every owner shall have a right of easement of the use of the private roads for ingress and egress to and from his lot, and of enjoyment in and to the common areas which shall be appurtenant to and shall pass through with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other reasonable fees for the use of any recreational facility or any airstrip situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules, regulations, or restrictions as set forth herein.

The Board of Directors shall be empowered to make recommendations regarding enforcement of the Gilbert Airpark Association rules and restrictions to members in non-compliance. If the member continues in non-compliance, enforcement of the recommendation will be brought to the Association's attention and any necessary action will be voted upon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of the members of the Association agreeing to such dedication or transfer has been recorded.

DELEGATION OF USE

2.02 Any owner may delegate, in accordance with any adopted by-laws, rules and regulations, his right of enjoyment to the Common Area and facilities to the members of his family.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01 Every owner of a lot within the properties shall be a member of the Association and shall be subject to assessment and fees by the Association.

3.02 The Association shall have one class of voting membership which shall be all of the Owners and each Owner shall be entitled to one vote. Only owners and their spouses shall be allowed to own a Lot as joint tenants or tenants in common. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot. Any Owner owning more than one Lot in Gilbert International Airpark shall have but one vote and shall be assessed fees as if only one Lot were owned by said Owner.

ARTICLE IV

ASSESSMENTS

4.01 The Declarants, for each Lot or Lots owned within the properties, hereby covenants, and each owner of any Lot or Lots by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be a personal obligation of the person or persons who was or were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

PURPOSE OF ASSESSMENT

4.02 The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners in the Properties and for the improvement and maintenance of the Common Areas, and of any lots or homes owned by the Association. Said assessments shall include all assessments required under the Road Maintenance Agreement for Gilbert International Airpark recorded in the office of the RMC for Lexington County in Record Book 2808 at Page 303.

MAXIMUM ANNUAL ASSESSMENT

4.03 The maximum annual assessment shall be established by the Owners for the Association at the first meeting of the Association.

(1) Thereafter, the maximum annual assessment shall be established by the Board of Directors of the Association, but shall not be increased by more than 5% in any one period.

(2) The maximum annual assessments may be increased above the 5% by the vote of two thirds (2/3) of the members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose by the Board of Directors.

SPECIAL ASSESSMENTS

4.04 In addition to the annual assessment authorized above, the Board of Directors of the Association may bring before the members of the Association. in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvement upon the Common Areas, including fixtures and personal property related thereto. The Association must approve such special assessment by a vote of two-thirds (2/3) of the members of the Association at a meeting duly called for such purpose by members voting in person or by proxy.

NOTICE AND QUORUM FOR ANY ACTION

Under paragraphs 4.03 and 4.04

4.05 Any action authorized under paragraphs 4.03 and 4.04 shall be taken at a meeting called

for that purpose, written notice of such meeting shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of meeting. Members may vote in person or by proxy at such meeting duly called.

UNIFORM RATE OF SPECIAL ASSESSMENT

4.06 Special assessments shall be assessed on an equal basis, regardless of lot size, for all lots and shall be collected on an annual or monthly basis as determined by the Board of Directors and approved by a vote of 2/3rd of the members of the Association.

COMMENCEMENT OF ASSESSMENT

4.07 The annual assessment shall commence the first day of the month following the first meeting of the Association.

EFFECT OF NON PAYMENT OF ASSESSMENT

4.08 Any assessment not paid within thirty {30} days after the due date shall bear interest at the rate of 10% per annum for the due date. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

SUBORDINATION OF THE LIEN TO MORTGAGES

4.09 The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage to Secure Debt. Sale or transfer of any Lot pursuant to foreclosure by a holder of a Mortgage to Secure Debt or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or for the lien thereof.

4.10 Any entity or party acquiring property by virtue of a foreclosure under a Mortgage to Secure Debt shall be exempted from any assessments herein provided by Gilbert International Airpark, the Association or its assigns for the period during which they shall hold title to any such property, so long as said entity or party shall not occupy or have some person occupy said property.

ARTICLE V

ASSIGNMENT OF COMMON AREAS

5.01 Thomas L. Sanders, Jr. and Tomasan, Inc. as original owner and developer of Gilbert International Airpark, has transferred to the Association the Common Areas of the properties and all of its rights and powers thereto.

ARTICLE VI

ARCHITECTURAL AND AESTHETIC CONTROLS AND RESTRICTIONS

6.01 Each and every lot sold or resold in Gilbert International Airpark shall be used either for single family residential purposes or aircraft hangar or a combination of both. Provided, however, that in order to comply with the standards and codes of all governmental entities as well as those expressed herein, a minimum of two (2) adjoining lots must be purchased before a single family dwelling or a combination hangar/apartment may be constructed. Provided further, at such time as public sewer and water may be available to the property, the number of lots required for residential use may be altered by the Association.

6.02 All plans for the construction of private roads, driveways, and all building plans for any building, fence, corral, wall, or structure to be erected upon any lot, and the proposed location thereof on any lots, and any changes after approval thereof, any remodeling, reconstruction, alterations, addition to any building, road, driveway, or other structure upon any lot shall require the approval in writing of the Association. Before beginning the construction of any road, driveway, building, fence, wall, coping or other structure whatsoever, or building, remodeling, reconstruction, or altering such road, driveway or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Architectural Review Committee, a complete set of roadway or driveway plans, showing the locations, course, and width of same or a complete set of building plans and specifications for the building, fence, wall, coping or other structure as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevation, and specifications of which have not received the written approval of the Architectural Review Committee and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained

upon any lot. The approval by the Architectural Review Committee shall not be unreasonably withheld. If the Architectural Review Committee declines approval of any such plans and specifications, the member has the right to appeal the decision to the Association at the next regularly called business meeting. Approval of such plans, and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Review Committee. The Architectural Review Committee shall not be responsible for any structure erected according to such plans and specifications. This provision shall also govern and control all improvements and additions subsequently erected upon any lot or lots with the exception of any interior remodeling.

6.03 During and after construction of any building, builder and/or owner shall keep streets, home and garages clean and yards cut.

6.04 All plans for fencing must be approved by the Architectural Review Committee.

6.05 Any plan submitted in accordance with this provision on which no action is taken within fifteen (15) days shall be deemed approved by the Architectural Review Committee.

6.06 The ground floor area of the residential dwelling shall not be less than 1500 square feet for a one story dwelling, and 900 square feet for two stories, with the combined footage of a two story home to be a minimum of 1800 square feet, exclusive of garage, covered walks, and porches. Further no aircraft hangar shall be smaller than 40' by 30' with a minimum square footage of 1200 square feet and constructed of commercially accepted material. Further, a combination apartment hangar may be constructed, provided that the total living square footage is 1500 square feet. The height of any building shall not be more than two full stories above street level.

6.07 When the construction of any building, structure, driveway, or any other improvement is once begun, work thereon must be completed within one year.

6.08 Setback requirements:

Runways: 50 feet from taxiway property lines

Property lines: 15 feet from all remaining property lines with the exception of required hangar door poles, which will be 10 feet.

Any exceptions to the above must be approved in writing by the Architectural Review Committee.

6.09 Outside toilets or privies are expressly prohibited. No cattle, sheep, goats, horses, fowl, hogs, or any animal of any sort shall be kept or maintained on any of the said lots except that a reasonable number of dogs or cats may be maintained or kept on said lots for family pleasure only, provided that all such animals must be restrained by fence or other appropriate protective restraint and that all such animals must be stabled at the farthest possible point from the adjoining landowners. Any animal not restrained as provided for herein can and probably will be a danger to operating aircraft and may be impounded by the Association after making a reasonable attempt to determine the identity of the owner of such animal and to notify such owner and to give such owner a reasonable opportunity to confine such animal. All appropriate measures must be taken by the owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals.

6.10 The erection of signs by individual property owners shall be limited to 2'x2' signs on lots so long as they do not contain anything vulgar or offensive. However nothing contained herein shall preclude the Association from erecting such signs as it may deem necessary and proper incident to utilization of the easements, taxiways, and airstrips and facilities.

6.11 No activity shall be carried on upon any lot or tract which would constitute a private nuisance under the laws of the State of South Carolina, and in no case shall there be any firearms target practice except in the designated area located at the west/southwest corner of the runway to be used only when the runway is inactive. Proper maintenance of this area by members is the responsibility of the individual user.

6.12 No lot or tract in this community shall be re-subdivided. No lot may be owned jointly or as tenants in common, either legal or equitable, with any person other than the spouse of the owner without the express written consent of the Association.

6.13 No inoperative machinery or motor vehicle or airplane shall be located on either the common or individual property within Gilbert International Airpark if said vehicle or machinery is visible from the street.

6.14 All buildings and appurtenances thereto shall be painted and maintained in such a reasonable manner consistent with the original plans on file with the Association except for natural wood structures.

6.15 There shall be no commercial operation of the airport without written approval of the Association.

6.16 Each operator of any vehicle, including airplanes, trucks, or cars must carry a minimum of \$100,000/\$300,000/\$25,000 limits of liability insurance on said vehicle and FULLY UNDERSTAND that the Association will not be held responsible for any mishap regardless of the cost.

6.17 No commercial business of any type shall be permitted within Gilbert International Airpark except small businesses, preferably of an aviation nature. However, nothing herein shall be construed as preventing the Association from erecting and maintaining facilities incidental to the use of the runways, taxiways and easements. Commercial hangars may be constructed or businesses activities may be conducted on lots with the consent of the Association by a vote of 75% of the lot owners.

6.18 All lights erected on any lot adjacent to any runway within the premises herein described shall be sodium or mercury vapor lights.

6.19 Each purchaser of a lot in Gilbert International Airpark must join the Association prior to use of any facility or occupancy of any residence and pay such fees as are imposed by said Association. Such fees may be raised or lowered by said Association to cover any and all expenses in maintaining all common areas. The Association shall be operated as a non-profit organization with no fees or salaries to any member.

6.20 To use any common facility such as tennis courts, taxiways, runways, lakes or other, the family must (1) be current in all fees imposed by the Association and (2) meet all standards imposed by the Association.

6.21 No residence or hangar space may be leased to a non member of the Association without written prior consent of the Association.

6.22 No motor vehicle with the exception of golf/turf carts and runway maintenance equipment shall at any time be on any of the taxiways or runways. The operation of golf/turf carts shall be limited to individuals 16 years or over or to individuals under the age of 16 when accompanied by an adult.

6.23 The Association reserves the right to waive any provision in Section 6.01 to 6.25 and likewise may refuse to approve any plans submitted by any tract owner pursuant to this declaration as long as this waiver or refusal is grounded in the reasonable belief by the Association, that such waiver or refusal would correspond to the prevailing aesthetic standards of the owners of lots at Gilbert International Airpark. Any such waiver or refusal may be overridden by 2/3 vote of the existing owners at a special meeting for such purpose. Owners may vote at such meeting in person or by proxy.

6.24 No person shall be allowed on or near the runway other than those involved directly with the operation of aircraft or runway maintenance except for brief crossings thereof. In no case shall motor vehicles with the exception of brief crossings by golf/turf carts and runway maintenance equipment, be driven on or across the runway.

6.25 In no case shall any mobile home, temporary building or shack of any kind be brought into Gilbert International Airpark except during construction of a hangar or house for a period not to exceed one year.

6.26 Gilbert International Airpark or its Assigns, reserves the right for itself or its assigns to maintain a privacy fence and gates around the entire property's periphery.

6.27 In order to maintain a development of the highest quality and nature, the onsite disposal of aviation fuels and oils shall be strictly prohibited. Further, any onsite storage of aviation fuels and oils shall be in storage tanks complying with all local, state and federal regulations.

ARTICLE VII

PURCHASE OPTION

7.01 Before any Owner of any Lot may sell such Lot, the Association hereby reserve the right of first refusal option to purchase said tract at that price offered to said owner in a written legal offer, and which the owner desires to accept, the seller of any lot shall obtain an offer in writing from a bona fide purchaser of his lot and which the owner desires to accept and submit it to the Association, prior to sale of said Lot and the Association shall have thirty (30) days after receipt of said legal offer in which to accept or refuse the purchase of said Lot. If no action is taken within the thirty (30) day period by the Association, then said owner may proceed with the sale of said Lot.

SUBORDINATION OF PURCHASE OPTION

TO THE LIEN TO MORTGAGES

7.02 The option to purchase Lots as set out in paragraph 7.01 shall be subordinate to the lien of any first mortgage. Any person or entity holding the position of First Mortgage shall have the right to foreclose on any such lot under the terms of the Security Instrument between the Owner and Mortgagee and shall not be required to comply with paragraph 7.01 herein. Nor shall any person or entity holding under a foreclosure of a First priority Security Instrument be subject to any other requirements of paragraph 7.01.

ARTICLE VIII
RESERVATIONS

8.01 There is expressly reserved unto the Association and its assigns and authorized under these restrictions, an easement of eight (8) feet in width along the front of each lot adjacent to a boundary line fronting on a developed street as set forth in the plat of the property known as property known as "Gilbert International Airpark" described in that plat as recorded in Book 265, Page 52, RMC Office of Lexington County, and to which these covenants apply for utility easements, including water, sewage, electric power transmission, gas, telephone, cable T.V. and landing lights together with the right of ingress and egress for the purpose of maintaining said

utility lines as from time to time may be desirable or necessary and for no other purposes whatsoever.

8.02 The Association reserves the right for itself and its assigns to make reasonable rules and regulations relative to the common area, including easements, taxiways, runways, grounds and related facilities, affecting the use of said premises, and all lot owners agree to comply with said rules and regulations and are subject thereto, including any such rule and regulations that may be added from time to time.

8.03 The Association hereby reserves the right to control (through the establishment of reasonable rule and regulations) the use of all runways, common grounds, recreational areas, and private roads. Any aircraft or vehicle deemed unsafe by the Association to the life, health or condition or maintenance of any of the above areas by virtue of its size, design or state of repair, may be prohibited from being used on said runways or roads. Careless or reckless operation of any vehicle including aircraft, trucks, automobiles or motorcycles on any property other than the persons own lot is strictly forbidden. The Association hereby reserves the right to suspend anyone who carelessly or recklessly operates a vehicle on the common grounds including roadways, taxiways, or runways, from further use of said common ground, taxiway, runway, airstrip, or road for a period not to exceed thirty (30) days. Motorcycles shall be operated only on paved streets and/or driveways

8.04 All roads, taxiways, runways, easements, over-run areas and other common areas are reserved to the Association subject to property rights of Owners as set out in Article II herein, unless granted by way of easement and fees may not be charged for the use of said facilities by the Association.

ARTICLE IX

SEVERABILITY

9.01 In the event any one or more of the foregoing or hereinafter covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and

restrictions not so declared to be void, but all the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

9.02 Provided further, that no delay or omission on the part of the Association in exercising any rights, power, or remedy herein provided in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Association.

ARTICLE X

GENERAL

10.01 All lot owners agree to be bound by and abide by the terms of any and all provisions of any insurance policies upon the common taxiways, easements, runways, and other common areas and also agree to abide by any provisions of the official FAA approval of the private airport.

10.02 It is expressly provided herein that the Association shall be the sole and exclusive entity to enforce the provisions herein.

10.03 The Association may acquire additional properties with the approval of at least 90% of the lot owners and such additional properties shall not be annexed into the airpark unless at least 90% of the lot owners approve by written signature.

10.04 If the owners of such lots or any of them, or their heirs or assigns, shall violate any the covenants herein before set out, it shall be lawful for the Association to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent it from so doing to require removal of, or to recover damages for such violation, or both, and recover all expenses of litigation, including reasonable attorney's fees.

The following steps will be taken to enforce the covenants prior to the commencement of any legal action:

1. Bring the covenant violation complaint to a board member's attention.
2. A board member will investigate the alleged violation to verify if a violation exists.
3. A board member will attempt to contact the owner directly to resolve the violation amicably.
4. If a board member deems that a violation exists and after the attempt to resolve the violation amicably has failed, the Board will write a letter to the owner deemed in violation of a covenant to give 30 day notice to amicably correct this violation. In the case where a covenant violation is deemed a "SAFETY" issue by the Board, immediate action by the Association at a regular or specially called meeting is required.
5. If the covenant violation is not resolved in the initial thirty (30) day period, another letter will be sent to the owner of the property deemed in violation of the covenants via certified mail, return receipt requested with a demand that the violation be corrected within thirty (30) days.
6. If after this 60 day period the violation has not been resolved, the matter/violation(s) is referred to the Board for further action. If necessary, the matter will be brought before the membership at the next regular meeting. The enforcement of the covenants will be the sole responsibility of the Association.

ARTICLE XI

AMENDMENT

11.01 The covenants, restrictions, reservations and conditions of this Declaration shall run with and bind the land, for a term of Twenty (20) Years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first Twenty (20) Years by an instrument signed by not less than ninety (90) percent of the lot owners, and thereafter by not less than seventy-five (75) percent of the lot owners. Any amendment must be recorded.

The above and foregoing Declarations are hereby approved, accepted, and covenanted to by the undersigned the Association and all property owners in Gilbert International Airpark. The undersigned also approve and accept the revocation of all previous Declarations established and running with said properties.

IN WITNESS WHEREOF, the undersigned has its hand and seal this the _____ day of _____, 2016.

GILBERT INTERNATIONAL AIRPARK ASSOCIATION

BY: _____

Signed, Sealed & Delivered in the Presence of:

Signed by: _____

Signed by: _____

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named by its duly authorized officers, and sign, seal and its and his/her act and deed, deliver the within written instrument for the uses and purposes herein mentioned and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Signed by: _____

SWORN to before me this ____ day

of _____, 2016

Signed by: _____

Notary Public for South Carolina

My Commission Expires: _____