

STATE OF ALABAMA

DALE COUNTY

RESTRICTIVE COVENANTS

PART A. PREAMBLE:

THIS INDENTURE made and entered into by and between **AIR CASTLES, LLC**, owner, and the purchaser of lots or parcels of land in **HIDDEN SPRINGS AIRPARK** IN DALE COUNTY, ALABAMA, WITNESSETH:

WHEREAS, **AIR CASTLES, LLC** has parcels and streets in the following described property:

A lot or parcel of land being located in Dale County, Alabama and being more particularly described as follows: Commencing at the Northwest corner of Section 15, Township 6 North, Range 25 East; thence along the West line of Section 15 bearing S 00°24'53" W a distance of 2626.92 feet to the Northwest corner of the Northwest ¼ of Southwest ¼ of said Section 15 and the Point of Beginning (P.O.B.); thence along the North line of the said NW ¼ of the SW ¼ bearing N 89°20'59" E a distance of 462.25 feet to an existing iron pin (EIP) (PLS 10089); thence depart said North line bearing S 00°45'25" W a distance of 1295.39 feet to an EIP (PLS 10089) on the South line of said NW ¼ of the SW ¼ of Section 15; thence along the North line of the SW ¼ of the SW ¼ of said Section 15 bearing N 89°20'53" E a distance of 1303.90 feet to an EIP (PLS 10089) on the North line of the SE ¼ of the SW ¼ of said Section 15; thence depart said North line of the SE ¼ of the SW ¼ bearing S 17°11'04" E a distance of 147.83 feet to an EIP (PLS 10089); thence S 67°06'14" E a distance of 220.34 feet to an EIP (1" pipe); thence S 66°12'49" E a distance of 111.27 feet to an EIP (PLS 10089); thence S 18°37'43" W a distance of 735.00 feet to an EIP (PLS 10089); thence S 71°22'17" E a distance of 210.00 feet to an EIP (PLS 10089) on the West right-of-way (R/W) of Dale County Road No. 59 (80' R.W); thence along said West R/W bearing S 18°56'47" W a distance of 552.27 feet to an EIP (PLS 10089); thence depart said West R/W bearing N 57°11'27" W a distance of 265.00 feet to an EIP (PLS 10089); thence S 18°45'24" W a distance of 265.00 feet to an EIP (PLS 10089); thence N 57°11'27" W a distance of 155.09 feet to an EIP (1/2" pipe); thence S 30°25'16" W a distance of 332.12 feet to an existing concrete monument (ECM) (4x4) on the East line of the NW ¼ of the NW ¼ of Section 22, T6N, R25E; thence N 88°00'25" W a distance of 677.97 feet to an EIP (PLS 10089); thence N 18°25'35" W a

distance of 1922.45 feet to an EIP (PLS 10089) marking the Northwest corner of said SW ¼ of the SW ¼; thence along the South line of the NE ¼ of the SE ¼ of Section 16, T6N, R25E bearing S 89°20'59" W a distance of 330.35 feet to an EIP (PLS 10089); thence depart said South line bearing N 06°46'20" W a distance of 1302.43 feet to an EIP (PLS 10089) on the North line of said NE ¼ of the SE ¼; thence along said North line bearing N 89°20'59" E a distance of 493.31 feet to the P.O.B. Said parcel of land being located in the NE ¼ of the SE ¼ of Section 16; the NW ¼ of the SW ¼, the SW ¼ of the SW ¼, and the SE ¼ of the SW ¼ of Section 15; the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 22, all being located in T6N, R24E, Dale County, Alabama, and containing 92.05 acres, more or less.

PART 1. AREA OF APPLICATION

The covenants shall apply to all lands sold and located in the property described hereinabove.

1.1 General Character and Intent.

Hidden Springs Airpark is established first and foremost as a live in fly-in community for individuals who enjoy the hobby and sport of aviation, while maintaining a casual country style atmosphere. All home sites are within the traffic pattern and have access to the runway. There will be continual and various flying and flying oriented activities connected with all facets of aviation.

Whereas Hidden Springs Airpark is located on a site abundant with natural vegetation, the preservation and use of natural vegetation in landscaping is encouraged to maintain the aesthetic quality of the community.

The development roads/taxiways, runway and other improvements and common areas, including drainage swales, and catchment areas within the development will be owned and maintained by the Hidden Springs Airpark PROPERTY OWNERS ASSOCIATION, LLC. of which each lot owner will be a member. Use of this concept will help ensure the lot owners are involved in the security and continual beautification and upkeep of the community. In return, each owner will be expected to participate in his fair share of maintaining the community to these high standards.

1.2 Aviation Activities Waiver.

All purchasers of property in Hidden Springs Airpark acknowledge that they are aware this is a fly-in community and that a personal use airport is contained within this community and the buyer/ occupant hereby waives all and any objections to aviation activities carried out on or connected with the airport.

1.3 Acceptance of Protective Covenants, Conditions and Restrictions.

Every purchaser, lessee or grantee of any interest in any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby accepts and agrees to abide by the protective covenants, conditions and restrictions of this Declaration or any Supplemental Declaration.

1.4 Assurance of Continued Operation and Maintenance as a Personal Use Airport.

Inasmuch as Hidden Springs Airpark community is developed for individuals involved in the sport and hobby of aviation, every purchaser, lessee or grantee of any interest in any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby agrees that, so long as any individual with any interest in any property within this community desires to pursue the sport and hobby of aviation and notifies the Association in writing of such intent, the runway and taxiways shall remain and be maintained as such.

PART 2. LAND USE AND BUILDING TYPE

Ecological and environmental factors shall be given important consideration in the planning, and pursuant activity affecting this land. No portion of these lots shall be used except for residential purposes with the following exception: Each Lot may contain a home office, located within the home/hanger design. The business shall be for telecommuting and certain other types of low impact work at home. The HSPOA and Architectural Control Committee (ACC) have the primary responsibility for regulating and controlling said occupations and individual uses. The purpose of low intensity business is to provide accommodation for limited office and studio needs of certain professional services or skills and home occupations contained entirely within a residence. No professional business or commercial activity to which the general public is invited shall be conducted on any Lot.

No buildings shall be erected, altered, placed or permitted to remain on these lots other than single-family dwellings, not to exceed two and one-half (2 ½) stories in height, private garage, guest houses, servant's quarters, and other out buildings incidental to and related to residential use of the premises. Airplane hangars are not to exceed 2 ½ times the square footage of the residence as described in Part 5 below.

PART 3. ARCHITECTURAL CONTROL

No building shall be erected or placed or altered on any portion of this land until the construction plans and specifications and a plat showing the location of the

structures have been approved by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, ecological, environmental and taxiway or runway considerations. No pens or wall shall be erected, placed or altered on this land nearer to any street than the minimum building set back line unless approved by the Architectural Control Committee. This also includes all structures intended to be used in confining animals and anything that will restrict movement of aircraft during normal operations of taxing, take offs, and landings.

PART 4. COMMON AREAS

The Hidden Springs Property Owners Association (HSPOA) will purchase and own and shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), shall pay all real property ad valorem, personal property ad valorem taxes, and liability insurance, and shall keep said premises in good, clean, attractive and sanitary condition, order and repair. Common Area is defined to include the Runway and Roads/Taxiways as well as other areas that may be sold/donated to the HSPOA in the future.

The Common Areas consist of the following: Private property, Runway, and Access Road, which are described as follows:

A lot or parcel of land being located in Dale County, Alabama, and being more particularly described as follows:

COMMENCING at the Northwest corner of Section 15, Township 6 North, Range 25 East; thence along the West line of Section 15 bearing S 00°24'53" W a distance of 2626.92 FT to the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 15 as marked by a set concrete monument (SCM); thence along the North line of the NE 1/4 of the SE 1/4 bearing S 89°20'59" W a distance of 99.38 FT to a SCM and the POINT OF BEGINNING (P.O.B.); thence depart said North line along a curve to the right having a delta angle of 75°51'26" with a radius of 50.00 FT an arc length of 66.20 FT with a chord bearing of S 52°43'18" E a chord distance of 61.47 FT to a SCM; thence S 14°47'35" E a distance of 1814.32 FT to a SCM; thence along a curve to the left having a delta angle of 75°51'32" with a radius of 25.00 FT an arc length of 33.10 FT with a chord bearing of S 52°43'21" E a chord distance of 30.73 FT to a SCM; thence N 89°20'53" E a distance of 1089.53 FT to a SCM; thence along a curve to the right having a delta angle of 84°02'29" with a radius of 175.00 FT an arc length of 256.69 FT with a chord bearing of S 48°37'52" E a chord distance of 234.29 FT to a SCM; thence S 06°36'37" E a distance of 223.20 FT to a SCM; thence along a curve to the left having a delta angle of 64°45'40" with a radius of 125.00 FT an arc length of 141.29 FT with a chord bearing of S 38°59'27" E a chord

distance of 133.89 FT to a SCM; thence S 71°22'17" E a distance of 36.08 FT to a set iron pin (SIP); thence N 18°37'43" E a distance of 50.00 FT to an EIP (PLS 10089); thence S 71°22'17" E a distance of 210.00 FT to an EIP (PLS 10089) on the West right-of-way (R/W) of Dale County Road No. 59 (80' R/W); thence along said West R/W bearing S 18°56'47" W a distance of 150.00 FT to a SCM; thence depart said West R/W bearing N 26°12'45" W a distance of 70.51 FT to a SCM; thence N 71°22'17" W a distance of 195.53 FT to a SCM; thence along a curve to the right having a delta angle of 64°45'38" with a radius of 175.00 FT an arc length of 197.80 FT with a chord bearing of N 38°59'27" W a chord distance of 187.44 FT to a SCM; thence N 06°36'37" W a distance of 223.20 FT to a SCM; thence along a curve to the left having a delta angle of 84°02'30" with a radius of 125.00 FT an arc length of 183.35 FT with a chord bearing of N 48°37'52" W a chord distance of 167.35 FT to a SCM; thence S 89°20'53" W a distance of 1064.34 FT to a SCM; thence along a curve to the left having a delta angle of 104°08'28" with a radius of 25.00 FT an arc length of 45.44 FT with a chord bearing of S 37°16'39" W a chord distance of 39.44 FT to a SCM; thence S 14°47'35" E a distance of 1274.86 FT to a SIP; thence N 88°00'25" W a distance of 166.42 FT to an existing iron pin (EIP) (PLS 10089); thence N 18°25'35" W a distance of 1722.45 FT to a SIP; thence N 90°00'00" E a distance of 112.21 FT to a SIP; thence N 14°47'35" W a distance of 450.12 FT to a SIP; thence N 90°00'00" W a distance of 41.37 FT to a SIP; thence N 14°47'35" W a distance of 1018.43 FT to a SCM; thence along a curve to the right having a delta angle of 104°08'34" with a radius of 50.00 FT an arc length of 90.88 FT with a chord bearing of N 37°16'42" E a chord distance of 78.88 FT to a SCM on the North line of the NE 1/4 of the SE 1/4 of Section 16, T6N, R25E; thence along said North line bearing N 89°20'59" E a distance of 103.13 FT to the P.O.B. Said parcel of land being located in the NE 1/4 of the SE 1/4 of Section 16; the NW 1/4 of the SW 1/4, the SW 1/4 of the SW 1/4, and the SE 1/4 of the SW 1/4 of Section 15; the NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Section 22, all being located in T6N, R24E, Dale County, Alabama, and containing 15.35 acres, more or less.

The Declarant has provided all improvements to the common property for which Declarant is responsible. Declarant is not responsible for any further improvements to the common property other than to ensure the road has a hard surface no later than after the fifth lot is sold. Any future improvements on the common property must be approved by a majority of the HSPOA members.

Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Property interest. Every HSPOA Member shall have a right to enjoyment of the Common Area.

The HSPOA Members' easements of enjoyment created hereby shall be subject to the following:

- a. the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area
- b. the right of the Association to suspend the right of an HSPOA Member to use the Common Area, or portions thereof, for any period during which any assessment against his Property remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use the said Common Area, for a period not to exceed sixty (60) days, for any other Infraction of this Amended and Restated Declaration or the Rules and Regulations of the Association;
- c. the right of the Association to mortgage any or all of the property constituting or the facilities constructed on the Common Area (except for the Runway, Access Roads and Taxiways as they now or may later exist, which may not be mortgaged) for the purposes of improvements or repair to the Common Area or facilities located therein pursuant to approval of a majority of the votes of the Members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose; however, the Directors shall have the power to approve or disapprove such mortgage by majority vote during the Development Period;
- d. the right of the Association to dedicate or transfer all or any part of the Common Area (except the Runway, Access Roads and Taxiways as they now or may later exist which shall not be dedicated or transferred) to any local public body, public agency, authority, utility or cable television company for such purposes and subject to such conditions as may be agreed to by a majority of the Members. No such dedication or transfer shall be effective unless an instrument signed by the appropriate Officers of the Association agreeing to such dedication or transfer, has been recorded in the Probate Records of Dale County, Alabama;
- e. the right of the Association after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

The Runway, as it may be configured from time to time, is for the use, maintenance, enjoyment and benefit of the Members hereof and may not be configured for anything other than a runway.

All Members shall have the right to use the Runway and Taxiways for civil aircraft subject to limitations which may hereinafter be imposed by the Association and the terms, conditions, and limitations and restrictions contained in this Declaration of Covenants, Conditions and Restrictions. In addition, the Declarant, its successors and assigns, expressly reserve the right during the Development Period to grant permission to such other persons as it may elect to use the aforementioned facilities for the purpose of promoting and marketing the

Property.

The Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Runway, provided that such rules and regulations shall not conflict with any provision of this Amended and Restated Declaration and provided further that such rules and regulations shall be consistent with good safety practices with respect to private aircraft operations on private airport facilities. The use of the Runway within Hidden Springs Airpark shall also be subject to the following:

1. No aircraft shall be parked on any part of the Runway and all aircraft parked or left for any period of time unattended within Lots shall be securely tied down. If any aircraft is found within any Lot, not tied down and unattended, the Association of the Declarant or its agency may, but are not obligated to secure it at the expense of the Owner of said aircraft.

2. The Association shall have the right to withhold from, restrict or charge an individual assessment for the use of the Common Area, including the Runway to any Member:

a. who is in default in the payment of any assessment fee; or

b. who, in the judgment of the Board of Directors of the Association, uses the Common Areas or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or

c. who, in general, violates the published rules and regulations of the Association.

3. No low-level flying stunts nor other hazardous activities will be permitted about the development. Each Owner is required to strictly observe all Federal, State and Local Statutes, Regulations or Ordinances relative to the operation of civil aircraft.

4. "Run-up" shall be done only at the ends of the runway, but in any event the run-up will not be done in such a manner as to cause inconvenience or damage to the property of others.

5. The only vehicles allowed on the runway, including the runway clear areas, are maintenance and emergency vehicles.

6. Animals, recreational vehicles, etc. are strictly prohibited from being on the runway, including the runway clear areas. Violations will result in fines to the homeowner.

7. No “touch and go” landings are authorized. This is meant to reduce the noise level and help the fly neighborly program. If you want to practice landings go to a public airport.

8. No over flight of houses on or near the approach/departure ends of the runway is allowed – Fly Neighborly rules are mandatory.

PART 5. DWELLINGS

No dwelling shall be permitted on this land, the ground floor area of which, exclusive of one story open porches and garages, that is less than 1,750 square feet for one story. It is the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

Dwelling Size and Materials

All dwellings and other buildings shall be constructed in accordance with the Building Requirements of the State of Alabama and County of Dale. The floor area of each dwelling, excluding open porches, patios, breezeways, garages (which shall be a minimum of two cars), shall not be less than 1,750 square feet in size. A 10% credit in size will be allowed for homes with extraordinary architectural features. Garages and/or hangars may be detached. Exterior treatments may include lap siding, rock, brick, stucco, and timber (hangars may be constructed of commercial grade metal but must be approved by the ACC). Any exterior fuel tanks, such as propane tanks, shall be hidden or fenced with a type fencing material that will hide the tank from view. All building plans and specifications shall be submitted to the architectural review committee prior to building permit application. The architectural review committee shall return these drawings within 30 days of submittal with the appropriate corrections, recommendations, or approval notice.

Construction Time

A time limit is hereby imposed on the length of time allowed for the construction of the residence structure, a period of time not to exceed twelve months from the day of first excavation to final inspection. Any exceptions to this time frame will have to be approved, in writing, by the architectural review committee prior to an extension being needed.

PART 6. BUILDING LOCATION

No building shall be located on this land closer than 20 feet from the property easement line. For purpose of this covenant, eaves, steps and open porches

shall be considered as a part of a building. Any and all out buildings must never be in front of any residence, unless approved by the ACC in writing.

PART 7. EASEMENTS

Easements for installation and maintenance of utilities, drainage facilities, and road/taxiways are hereby reserved and shall be 15 feet in width adjacent to any right of way line of any taxiway/road. Additional emergency easements are reserved adjacent to the above easement along all property lines for temporary construction, repair or maintenance of utilities, drainage facility and roads, taxiways, and runways.

PART 8. TEMPORARY STRUCTURES

No structure of a temporary character, such as a mobile home (on wheels or a permanent foundation), shacks, tents, basements, barns or storage buildings, shall be used on this land at any time as a residence, either temporarily or permanently, except as provided herein. Small barns or storage buildings can be placed or constructed on the land providing that said structure does not create an unsightly appearance or detract from the neighborhood and conforms to those requirements contained in part Number 5 above and approved by the ACC. (A mobile home or camper/travel (RV) trailer may be used as a temporary residence for a period of no more than one year only if a permanent residence is under construction)

PART 9. NUISANCES

Prior to the period of construction, this land will be left in a state of repair which is equal to or better than that which existed at the time of purchase. It is also intended that this covenant apply to any runoff from areas where livestock are kept, either as a result of the natural water shed or one altered by any means or activity.

No obnoxious, noxious, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may reasonably become an annoyance or nuisance, to other persons in the subdivision. All equipment including motor homes, boats, trailers, recreational vehicles, or other heavy-duty vehicles shall not be permitted to be parked outside for longer than a week; they must be garaged. No tarps may be used to cover up the aforementioned items or any items at any time. Work on vehicles such as automobiles may be conducted as long as the vehicle is not left derelict and visible from the street or other properties. Outside parking of not more than two cars as long as they are in operable condition and parked on pavement or concrete is permitted. The object is to avoid the used car parking lot effect.

PART 10. Garbage and Refuse Disposal

No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage, or waste shall not be kept except in sanitary containers. Until otherwise approved, the HSPOA will provide a dumpster, which will be fenced, near the airpark entrance. All other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in accordance with Dale County ordinances. If the association finds that a lot is in violation of this rule, the association may elect to clean up the problem and bill the lot owner for the time and dump fees to get rid of such a nuisance. If the lot owner does not pay said bill with 30 days of receipt, the association shall file a lien against such property until such time the lien is satisfied. A lawsuit by the association may be brought to perfect such a lien in a timely fashion. Let's keep it clean for everyone's sake.

PART 11. Maintenance by Owner

Each owner shall be responsible to maintain their lot in a clean, sanitary, and attractive condition, and keep the same free from rubbish and litter, to maintain said lot in good condition so as not to create a fire hazard. Each owner shall also be responsible for the reasonable upkeep of any and all improvements made to their respective lots.

PART 12. SIGNS

One professional sign shall be allowed on each lot, which identifies the profession or occupation of the owner. The size of the sign shall be limited to 2 feet x 3 feet, unless a waiver is issued by the HSPOA. This restriction does not apply to signs used by Developer during the initial sales.

PART 13. LIVESTOCK, POULTRY AND WILDLIFE

No animals, livestock, poultry or wildlife under domestic means shall be raised, bred or kept on this land for any commercial purposes. Horses, cows, sheep, or goats may be kept on this land in reasonable numbers. Reasonable numbers for this purpose is interpreted as not more than two animal units per acre of land. Cats, dogs, and other household pets may be kept. Each cat or dog will have a collar with attached identification tag. All cats and dogs will have a tag indicating a current rabies shot. In all cases, the provisions of Part 3, 6 and 8 are applicable to this covenant. No animals are allowed to roam to adjacent lots or become a nuisance. Any fenced areas for animals will have to comply with architectural controls, with no unsightly fencing visible from any other lots. Barking dogs will be considered a nuisance and will be controlled by removal or other means. Normal barking at arriving guests is not considered to be a problem. The idea here is not to have a dog howling at the moon all night or, for that matter, all day and disturbing other residents. (All animals are required to be on a leash when

off of the owner's property.)

PART 14. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub, planting, trees or other obstruction which restricts sight lines or is within 30 feet of the road/taxiway shall be placed or be permitted to remain on any land. The same sight line restriction limitations shall apply on land within 30 feet from the intersection of a roadway property line with the edge of a driveway, taxiway, or runway.

PART 15. SANITATION

Approval of the Dale County Health Department shall be obtained prior to beginning construction of any improvements upon any property subject to these covenants. Each land owner is responsible for providing water to their dwelling, either through county water or a private/community well. Every well, spring or other ground water supply, and all appurtenances thereto, shall be located, constructed, drilled, and tested as required by the statutes of the State of Alabama and/or the rules and regulations of the Alabama State Board of Health. The placement/site of ponds and dams will be subject to the approval of the ACC. Each land owner is responsible to ensure their landscaping does not allow rain or other water runoff to affect adjacent lots and is required to obtain an ADEM permit prior to clearing any land. Each dwelling and every accessory structure intended for human habitations shall be connected with a private sanitary sewage disposal system, all portions of which shall be installed, constructed, inspected and approved in strict compliance with the minimum specifications of the statutes of Alabama and/or the rules and regulations of the Alabama State Board of Health.

PART 16. HIDDEN SPRINGS PROPERTY OWNERS ASSOCIATION

For the purpose of maintaining areas to be used in common with other residents and owners of property in the addition, the roads, runways, taxiways, the runway lights, drainage and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property, each and every tract owner, in accepting a conveyance of any tract of land, agrees to and shall become a member of the HIDDEN SPRINGS PROPERTY OWNERS ASSOCIATION, a non-profit corporation (LLC), and be subject to the duly enacted By-Laws, rules, and membership fees of the association as amended from time to time by the Board of Directors. Immediately upon conveyance of a tract or tracts of land to a new owner, said owner shall be automatically enrolled as a voting and dues paying member of the Hidden Springs Property Owners Association. with all rights, privileges and duties thereof and will automatically be subject to the provisions of the Association By-Laws and such other Association Rules and Regulations as may be applicable. Each tract owner may thereafter be referred to as either "property/lot owner," or simply "owner." Those members

of the HSPOA that are not lot owners on Hidden Springs Airpark shall have all the rights and responsibilities of a lot owner except for voting privileges.

PART 17. LIEN FOR MEMBERSHIP DUES

All owners of property in the development shall pay the required dues to the Hidden Springs Property Owners Association promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues shall constitute a lien upon the property owned by such owner in the development and the same may be enforced in equity as in the case of any lien perfection authorized in the State of Alabama. Those members that are not lot owners on the airpark will be dropped from the membership rolls.

PART 18. SUBORDINATION OF LIEN FOR MEMBERSHIP DUES

The liens herein retained for membership dues to the Hidden Springs Property Owners Association, LLC are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the tracts in the addition up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such tract in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive mortgages, deeds or trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

PART 19. RETENTION OF REPURCHASE OPTION

Prior to the sale of all tracts of land subject to these or any Restated or Revised Covenants and Restrictions, Air Castles LLC, hereby reserves and shall have the right, privilege, and option to repurchase any tract in the addition that has not been improved within five (5) years from the date of sale of such tract by Owners. Following the sale of all such tracts, this right to repurchase shall pass to the Hidden Springs Property Owners Association.

The option to repurchase shall be suspended by actual commencement of construction of a residence on such tract with the obvious intention to pursue such construction expeditiously to completion. This option to repurchase shall apply to all construction which in the opinion of Air Castles LLC., or, if applicable, the Board of Directors has been abandoned as that term is defined by the Board on a case-by-case basis.

The repurchase of any unimproved tract, should Air Castles LLC exercise their right to repurchase such tract, may be commenced by Owners (Air Castles LLC)

at any time following the fifth anniversary date of the original conveyance of such tract. The repurchase price shall be the original sales price of the tract, together with the amount of closing expenses directly paid by the buyer at the original sale. Exercise of this repurchase option shall be made by giving written notice to the property owner of record by United States Mail, addressed to the property owner's address of record in the offices of the Hidden Springs Property Owners Association, LLC. The tract owner shall provide, at his expense, a complete abstract of title to the property to Air Castles LLC for examination or title insurance, and Air Castles LLC shall have a reasonable time within which to cause the same to be examined and to notify the owner of any material defects in the title. Air Castles LLC may cure any such defects from the purchase price of the property and deduct the same at the final closing. The tract owner shall provide to Air Castles LLC a general warranty deed with all necessary relinquishments of ownership and homestead.

Any tract upon which construction has started or the tract improved in any manner, which overall improvement has been abandoned shall be subject to the same procedure as for unimproved tracts as stated herein. However, the value of any improvements shall be taken into consideration in establishing a repurchase price. The decision of Air Castles LLC, or, if applicable, the Board of Directors of the Hidden Springs Property Owners Association, as to the value of any improvements shall be final.

It is expressly agreed by all parties bound by these Revised and Restated Covenants and Restrictions that title to any property subject to repurchase shall automatically be conveyed to the Air Castles LLC or the Hidden Springs Property Owners Association, whichever is applicable, and said entities shall have the consent of the property owner to have such transfer impressed upon the records of the Dale County Recorder without the need for judicial intervention.

PART 20. ABSENTEE OWNERSHIP

A person that rents/occupies a home on Hidden Springs Airpark, that is not the legal titleholder, is required to become a member of the HSPOA and remain in good standing as long as they remain in the home if they intend to use, or use the runway at any time. Additionally the home/lot owner is required to remain a member of the HSPOA and has the same responsibilities as if they still lived in the said home/lot, to include any fees or dues.

PART 21. PERSONS BOUND BY THESE COVENANTS

All persons or corporations who now own or shall hereafter acquire any of the tracts in this development shall be deemed to have agreed and covenanted with the owners of all other tracts in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 20 years from the date these

Revised and Restated Covenants and Restrictions are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof 75% of the then owners of tracts in the development agree to the amendment or removal of these covenants in whole or in part, except as stated in 1.4. These covenants may be amended at any time by the owners of 75% of the tracts in the development, except as stated in 1.4. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be recorded and placed in the Probate Records of Dale County, Alabama, duly executed and acknowledged by the requisite number of owners.

PART 22. RIGHT TO ENFORCE

The covenants, agreements and restrictions herein set forth shall run with the title to the tracts in this addition and bind the present owners, their heirs, successors and assigns, future owners through or under them shall be taken to hold, agree, and covenant with the owners of other tracts in the addition, their heirs, successors and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to tracts in the addition. Any owner or owners of tracts in this Addition or Owners, expressly agrees and covenants that any breach of these covenants shall constitute irreparable harm and shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Alabama. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

PART 23. ARCHITECTURAL CONTROL COMMITTEE

Architectural Review Committee: The Declarant shall appoint an architectural review committee. When the common area is deeded to the Association, the Board of Directors of the Association shall appoint the architectural review committee. The decision of the architectural review committee (including any failure to approve or disapprove within the time allowed) shall be subject to appeal by any lot owner to the Board of Directors.

A. MEMBERSHIP. The Architectural Control Committee is composed of a minimum of three members and a maximum of five members. Hidden Springs Property Owners Association, in accordance with its Bylaws shall appoint the members of the Architectural Control Committee.

B. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

D. SEVERABILITY. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

PART 24. Liabilities

Neither the Declarants, nor the duly appointed architectural review committee nor any member thereof shall be liable to any lot owner or the Declarants, or their successors in interest, for any damages, loss, or prejudice suffered or claimed on account of any action or failure to act of the committee or member thereof, provided only that the member, in accordance with actual knowledge possessed by said member, has acted in good faith.

PART 25. Division and Merger of Parcels

No parcel shall be partitioned or subdivided. Parcels may be merged, but such merger shall not relieve the parcel owner from paying dues and assessments on each original lot. Upon merger, the parcel owner shall continue to have one vote per original lot.

PART 26. Duration of Covenants

The covenants shall run for a period of 20 years except as stated in 1.4 and will be extended automatically for 10-year periods unless revised by a 75% vote by the lot owners through the HSPOA.

IN WITNESS WHEREOF, the said **Air Castles, LLC**, by **Gerald G. Smith**, Its Managing Member, has affixed his name and seal this the 4th day of March, 2010.

AIR CASTLES, LLC

GERALD G. SMITH,
Its Managing Member

STATE OF ALABAMA

COUNTY OF DALE

I, the undersigned authority, a Notary Public, in and for said State and County, do hereby certify that **Air Castles, LLC**, by **Gerald G. Smith**, Its Managing Member, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4th day of March, 2010.

Notary Public
Comm. Exps.: 15 May 2011