

Indian River Aerodrome Property Owners Association, Inc.

Airport and Runway Rules Community By-laws & Deed Restrictions

**Re-typed copy
Board of Directors
01/14/2025**

PILOTS ARE RESPONSIBLE FOR SAFE AND REASONABLE AIRCRAFT OPERATION

There have been occasions during the recent rainy season when pilots have operated their aircraft with the runway excessively wet and soft. This was also a situation that was possibly unsafe for take offs or landing. In some cases, such operations left large ruts in the soft grass and soil of the runway, requiring attention by others.

The Board therefore would like to remind all pilots who operate on the airfield (be it owners or friends) that we all share in maintaining the runway. IRAPOA has no "airport manager" per se; only fellow members who voluntarily donate their time to assist in maintaining the airstrip (except for those hired to cut the grass, fix lights, sprinklers, etc). This situation serves to keep yearly costs at a minimum for all members.

Therefore, please be advised of the following:

- IRAPOA assumes no responsibility for pilots landing or taking off in wet or other conditions regarding the runway.
- IRAPOA also has no staff to formerly close or open the runway when such conditions exist and does not wish to assume the responsibility and liability of such operations.
- *Pilots are therefore solely responsible for the safe operation of their aircraft and any consequences relative to their decisions to operate on the runway. Should such operations result in damage, sod repair, or other unusual maintenance or related costs, the pilot is responsible for such.*
- **Per the FAA: § 91.3 – Responsibility and authority of the pilot in command.**
 - (a) The pilot in command of an aircraft is directly responsible for, and is the final authority as to, the safe operation of that aircraft.

Let's work together to keep IRAPOA an enjoyable, safe and affordable place to live and fly.

Respectfully,

The Board of Directors

AIRPORT RULES, REGULATIONS AND SPECIFIC GUIDELINES
RE: USE OF AIRSTRIP OWNED BY
INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION

- Flying practices shall be consistent with and not in violation of Federal Aviation Authority Rules and Regulations as now adopted or hereinafter adopted.
- The use of the Airstrip shall be restricted to Residents and Lot Owners of INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., their immediate families and invited guests. No invited guests may use the Airstrip on a permanent basis. Residents shall be responsible to inform their invited guests of AERODROME Rules and Regulations and are responsible for their actions.
- The Airstrip shall be used only for lawful purposes.
- No aircraft having a manufacturer's designated maximum gross operation weight of 5500 pounds or more may use the Airstrip without special consent of INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC.
- A traffic pattern altitude of 800 feet shall be observed by all users of the AERODROME. 800' is used to provide more separation with KVRB traffic and helicopters which sometimes fly low overhead.
- Those aircraft equipped with radios shall monitor 122.750 and shall announce their intentions in the usual manner. Always be vigilant for aircraft without radios!
- *All normal take-off and landing procedures must be conducted north of 5th St. SW inside the designated runway boundary lights and all such procedures are prohibited south of 5th St. SW except in case of an emergency.*
- The displaced threshold is marked by the standard three lights on either side of the runway and at both ends of the runway. The south end displaced threshold is because of the required 17' road clearance. The north end displaced threshold is for the canal berm clearance. The runway width is designated by runway edge lights.
- Use runway lights for night landings and takeoffs. 5 clicks on 122.750 will turn them on. They stay on for approximately 15 minutes. 3 clicks to turn off. They will flash before going out.
- It is the pilot's responsibility to determine the condition of the runway and its safe use for their operation. Our runway is a private, limited use runway that can have significant variations from day to day and along its length width due to weather conditions. We try to keep the runway as operational as possible, but weather and maintenance will change without warning. If the mower is operating on the runway a low pass will alert him of your intention to land. Other maintenance operations may not be able to move from their location on the runway. It's always the pilot's responsibility to determine runway suitability for your particular operation.

- Typically, although we have seen otherwise, the center of the crown of the runway will be the firmest, especially from the middle and going south. If the runway is soft do not attempt to turn around from the middle to the south end, but either taxi to the south overrun to turn around or the north end of the runway.
- There is also the possibility of wildlife damage to the runway, usually overnight. That can range from hogs plowing up the runway, to armadillos digging wheel grabbing holes. It's *always* the pilot's responsibility to determine runway suitability for your particular operation.
- Birds! The two main varieties to be concerned with are buzzards and Sandhill Cranes. The buzzards can be anywhere and are usually circling in a group. Their evasive maneuver is to dive. Sandhill Cranes are usually found eating on the runway and are very reluctant to move... The only good thing is that when they takeoff it's a running start and more horizontal than up.
- When returning from an extended trip, check ahead for the runway conditions. Especially during the rainy season with the possibility of locally heavy rainfall, runway conditions could be better or far worse than surrounding areas.
- Engine warm-up and systems check should be conducted on the side of the runway **opposite** of the traffic pattern. That will provide the best view of any traffic in the pattern. **Do not** warm-up or mag check in the middle facing down the runway. You will be blocking the runway and unable to see landing traffic that has the right of way.
- New Hibiscus (X52) airport, CTAF 122.9, has one of the country's largest glider clubs. They have student solo pilots as young as 14. Sailplanes can be very difficult to spot because of their slender shape. They do not have ADS-B out. Along with the gliders there are tow planes, pulling gliders up to altitude and rapidly descending to tow another glider. They conduct well **over 1200** operations per year! Their operations have the **right of way**. All very good reasons to **avoid the area!**
- The runway does have an irrigation system that operates early in the morning if it is running. It is relatively fragile and can cause excessive soft areas if a sprinkler head locks up. The piping is old and not very deep in some areas and has to be avoided with anything heavier than a golf cart. **Any vehicles heavier than a golf cart/small ATV must get prior approval from the board before operating on the runway.**
- If by chance you do damage the runway we would appreciate your help in repairing it. In some cases simply stepping on the sides of the rut will push it back in. Please, *before attempting any work on the runway contact someone on the board for guidance.* After years of trial and error we know what works and what doesn't. We welcome volunteers! After all, we are all volunteers.

New neighbors shall have a personal tour of the runway and its idiosyncrasies, areas prone to being soft, which areas are best to use. The above items will be reviewed and signed below.

Pilot: _____ Date: _____

Reviewed by: int. _____



**BY-LAWS
OF
INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC.
A NOT FOR PROFIT FLORIDA CORPORATION**

ARTICLE I - GENERAL

The INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION ("Association") is a not for profit corporation operating under and pursuant to Chapter 617, Florida Statutes, for the purpose of preserving, protecting and promoting the interest of the property owners of INDIAN RIVER AERODROME SUBDIVISION ("Subdivision"). The office of the corporation shall be located at the Subdivision in Indian River County, Florida or such other places within or without the United States as the Board of Directors ("Board") may, from time to time, determine.

ARTICLE II - MEMBERSHIP

The membership of the Association shall consist of the following:

1. The recorded owners of the lots in the Subdivision, which subdivision is platted in Indian River County, Florida. Transfer of an ownership interest in a lot, either voluntary or by operation of law, shall automatically terminate the membership in the Association of the former owners of such interest.
2. Owners of property as specified in the POITRAS AGREEMENT as recorded in Official Record Book 511, page 312 of the public records of Indian River County, Florida, with applicable restrictions as stated therein.

ARTICLE III - BOARD OF DIRECTORS

1. The membership of the corporation shall be governed by a board of seven (7) directors selected by the membership. Each director shall serve for a term of two (2) years. The terms of office shall be staggered so that during alternate years, the membership shall elect three (3) directors and then four (4) directors. All directors shall be members of the corporation and shall be eligible for re-election. In the event of a vacancy on the Board of Directors, the Board shall appoint a replacement until the next regular election.
2. The election of directors shall take place in the month of March annually. Members shall be notified in writing at least two (2) weeks prior to said election and the notification may be accompanied by a ballot and a return-addressed envelope. In the event ballots are mailed, votes shall be counted within one (1) week

following the deadline for return of ballots, said deadline being two (2) weeks after the mailing of the ballots or upon such other date as unanimously agreed upon by the Board of Directors, and the new Board of Directors shall meet during the month of March to elect officers for the next corporation year.

3. A nominating committee composed of three (3) members, at least one of whom shall be a director, shall be named each year by the President. The committee shall submit a slate of nominees for the positions of the Board of Directors.

4. Board shall meet monthly and special meetings of the Board may be held at such time and place as the Board may designate. Such special meetings may be called by the President and in his absence, by a Vice President or by any two members of the Board. By unanimous consent by Directors, special meetings of the Board may be held without notice, at any time and place.

5. Notice of all regular and special meetings, except as provided in Article III, Section IV, shall be mailed to each director by the Secretary at least five (5) days prior to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof.

6. A quorum for the transaction of business at any regular or special meeting of the directors shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time. Subsequent approval of minutes by a director's execution of same shall constitute non-rebuttable evidence of his presence for the purpose of determining whether a quorum was present.

7. The directors shall elect the officers of the corporation at the directors' meeting following each annual meeting of the directors. All officers must be members of the Board of Directors and any officer may be removed at any time by a two-thirds (2/3) vote of the full Board of Directors. An officer or director may be removed by a two-thirds (2/3) vote of all Association members present at an annual meeting or special meeting of the membership called for the purpose of considering such removal.

8. The Board reserves the right to appoint committees and members thereof, by resolution, as deemed necessary to assist them in the operation of the corporation. Committee members shall consist of corporation members only and such said committees shall keep records of its meetings.

9. Directors or officers shall receive no compensation for their services in such capacity.

10. At each annual meeting of the membership the Board of Directors shall submit a statement of the business transacted during the preceding year and a report of the general financial condition of the Association.

11. The Directors shall have such additional powers and authority as provided in these By-Laws and are conferred by the Articles of Incorporation of the Association, the laws of the State of Florida, and the Declaration of Restrictions now or hereafter governing the use, enjoyment and maintenance of the Subdivision.

ARTICLE IV - OFFICERS

1. The Officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by separate persons.

2. President shall preside at all directors and members meetings, and shall have general supervision over the other officers. He shall execute all contracts, agreements and obligations of the Association unless such authority is otherwise delegated by resolution of the Board; and he shall perform all other duties as are incident to his office. In case of the absence or disability of the President, his duties shall be performed by the Vice President.

3. The Secretary shall issue notices of all directors and members meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all membership cards; and shall perform all other such duties as are incident to the office.

4. The Treasurer shall have custody of all money of the association and shall give bond in such sum and with securities as the directors may require, conditioned upon the faithful performance of his office. He shall keep regular books of account and shall submit them, together with all of his vouchers, receipts, records and other papers, to the directors for their examination and approval as often as they may require; he shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association, in such depositories as may be designated by the Board, and shall perform all such other duties as are incident to the office.

5. A vacancy in any office by reason of death, resignation, inability to act, disqualification, or other cause, may at any time be filled for the unexpired portion of the terms by a majority vote of the Board.

ARTICLE V - PROPERTY

The property governed by the membership of the Association shall include Lots 1 through 41, and 43 through 56, adjacent runways, taxiways, roadways, and other deeded properties as filed under INDIAN RIVER AERODROME SUBDIVISION, INDIAN RIVER AERODROME SUBDIVISION NUMBER TWO and INDIAN RIVER AERODROME SUBDIVISION NUMBER THREE in the office of the Clerk of Circuit Court of Indian River County, Florida.

ARTICLE VI - ASSESSMENTS

1. The Board shall prepare an annual budget in advance of the commencement of each fiscal year of the Association, which shall protect the estimated expenses of maintenance, operation and management of the Association for the forth coming year, including necessary reserves for contingencies. Copies of the proposed budget, including total assessments and assessment shares of the owners of each lot, shall be delivered to each owner of a lot not later than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared. In the event the Board shall fail to prepare an annual budget and deliver copies of same as aforesaid in time for the forth coming year, then the budget for the preceding year shall remain in effect and assessment shall be payable by the owners of lots in accordance therewith until the new budget becomes effective.

2. Complete assessment records shall be maintained for the account of the owners of each lot showing the name and address of each owner thereof, the amount of each assessment against each owner, the due dates of each assessment, the amounts paid on the amount and any balance due. The assessment share of each unit owner of the common expenses shall be made payable in advance, and shall become due on the first day of each such period. The amount of the assessment shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The Board shall have the power to increase the assessments from time to time as shall become necessary as evidenced by the budget.

3. A lot owner shall be liable for all assessments coming due while he is the owner of a lot, and such owner and his grantees, after voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the lot for which the assessments are made. The unpaid portion of an assessment which is past due, together with interest thereon and reasonable attorneys' fees for collection, shall be secured by a lien upon the delinquent owners lot. Assessments

shall be past due if not received by the Treasurer before June 1 of the year the assessment is made.

4. The Association, at its option, may enforce collection of delinquent assessment accounts by suit of law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 12% per annum, and all costs incident to the collection and the proceedings, including reasonable attorneys' fees.

5. The Association, at its option, may restrict delinquent lot owners use of the presently owned recreational facilities and facilities which may be acquired by the Association in the future. Said restriction will be after written notice to the lot owner that the assessments are in arrears and that use privileges will be suspended in the event complete payment is not made forthwith.

ARTICLE VII - AMENDMENTS

Amendments to the By-Laws may be made by a two-thirds (2/3) vote of the membership. Amendments may be made at the annual meeting of said members or at a special meeting pursuant to notice clearly setting forth the proposed amendment.

ARTICLE VIII - RULES AND REGULATIONS

All members of the Association shall abide by the rules, regulations and restrictions which may be adopted by the Board of Directors and as may be amended from time to time.

ARTICLE IX - ENFORCEMENT

1. If the owners of any of these lots or their assigns shall violate any of the By-Laws herein set out, it shall be lawful for any other person owning real property in this subdivision to prosecute any proceedings at law or in equity against the person violating any of these By-Laws to prevent him from doing so to recover damages from such violation.

2. The foregoing Section shall in no way affect the power and authority of the Association to levy and collect assessments as provided for herein.

ARTICLE X

Invalidation of any of these By-Laws shall in no way affect any of the other By-Laws which shall remain in full force and effect.

ARTICLE XI - INDEMNITY

Any person made a party to any action, suit or proceeding, by reason of the fact that he, his testator or intestate representative is or was a director or officer of the Association shall be indemnified by the Association against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such director or officer is liable for a criminal act in the performance of his duties.

Amended: April 2, 1988

WHEREAS, the membership of the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., having held its annual meeting on April 2, 1988, at the INDIAN RIVER AERODROME and upon proper motion, second and affirmative vote of more than seventy-five percent (75%) of the membership, the POITRAS AGREEMENT applicable to the INDIAN RIVER AERODROME NO. 3 SUBDIVISION recorded in the Official Records of Indian River County, in Official Record Book 511, Page 312, was amended to read as follows:

AGREEMENT

THIS AGREEMENT, made this 24th day of February, 1976, by and between INDIAN RIVER AERODROME, INC., a Florida corporation, hereinafter referred to as "Aerodrome"; INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Association"; and EDWARD J. POITRAS and DOROTHY W. POITRAS, his wife, whose post office address is 198 Highland Street, Holliston, Massachusetts 01746, hereinafter referred to as "Poitras",

WITNESSETH:

Aerodrome was the owner of all of the property dedicated in the plat of Indian River Aerodrome, according to plat thereof recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 8, page 55, and in the plat of Indian River Aerodrome No. 2, according to the plat thereof recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 8, page 91. On each of said plats, there is shown the runway 200 feet in width which extends from the North line of Tract 2 to the South line of Tract 7 in Section 23, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company, filed in Plat Book 2, page 25, in the public records of St. Lucie County, Florida, which lands are now in Indian River County, Florida. The runway is on a bearing of South 14 14'25" East and extends for a distance of 2,657.84 feet. These two plats also show roads and easements in these two subdivisions. All of the roads and easements were dedicated by Aerodrome to the perpetual use of the property owners and they were not dedicated to the public.

Poitras is the owner of all of Tract 9 and all that part of Tracts 10, 15 and 16 which lie East of Interstate 95 in Section 23, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the

office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, page 25, said land now being in Indian River County, Florida, hereinafter called the "Poitras Lands."

In consideration of the mutual covenants herein contained, Poitras does herewith declare that the use of that part of his above described property described as follows, to wit:

All that part of said Tract 10 which lies within the area formed by a projection southward and 5 to the left of a straight line extension of the East line of the Aerodrome runway described above and the same extension southward of the West line of the runway, but 5 to the right of a straight line extension, all extending southward to the man-made lake, a distance of approximately 450 feet;

which is hereinafter called the "Clear Zone", is now and hereafter shall be only in conformity to the restrictions hereinafter set forth, which restrictions are hereby adopted and are now made binding on the owners of the part of the Poitras lands referred to as the Clear Zone and on the present and future owners of that Clear Zone and on their heirs, legal representatives and assigns. Each of these restrictions are hereby declared to be and they do constitute a covenant running with the land. They are for the benefit of all of the present and future owners of property owned by Aerodrome and Poitras as hereinbefore described. They are made binding on the present owners and all future owners of the Clear Zone, which restrictions are as follows:

1. Within ninety (90) days of this date, Poitras will clear the property within the Clear Zone above described of all trees and all growth and structures so that the property within the Clear Zone could be used for emergencies by aircraft and so that there would not be anything at a height which would constitute a hazard to the aircraft taking off and landing on the runway as shown on the above plats of Indian River Aerodrome. After that clearing, no structures shall be erected within the Clear Zone and Aerodrome or Association are herewith given the exclusive right and privilege to remove any structure that should be erected on the land within the Clear Zone and to keep the Clear Zone clear of trees.

2. If the owners of any of the property within the Clear Zone shall violate or permit the violation of any of the restrictions herein contained, any person owning property in any of the two subdivisions of Indian River Aerodrome or owning property in the Poitras lands may proceed at law or in equity against that person and the property violating any of these restrictions to enforce the provisions and to recover damages for any such violation.

3. Forbearance or failure to enforce these restrictions shall not constitute any defense to subsequent action to enforce these restrictions.

4. These restrictions may be amended by approval of not less than seventy-five percent (75%) of the Members of Association which voting membership shall include the members hereinafter provided.

5. These restrictions shall continue in effect until the same shall be either amended as hereinbefore provided or until they become void according to the laws of the State of Florida.

In consideration for Poitras imposing the foregoing restrictions upon that part of his property within the Clear Zone described above, Aerodrome does herewith give and grant to Poitras, his heirs, legal representatives and assigns, including each designated subsequent owner of any part of the Poitras lands as herein described, and their heirs, legal representatives and assigns, the right to taxi private aircraft from the Poitras lands into, on and over the runway shown in the plats of Indian River Aerodrome and to use said runway in taking off and landing private aircraft of such owners and their guests, servants and invitees (who do not own Poitras land and are using the runway temporarily) to exactly the same extent as if the owner of a part of the Poitras lands was the owner of a lot in one of the plats of Indian River Aerodrome; provided, however, that before any owner of any part of the Poitras lands shall exercise this right, that owner shall become a limited member of Association, and provided further that in all of the area of the Poitras lands, there shall not be more than fifteen (15) parcels, the owners of which are classified as designated subsequent owners who shall be permitted to exercise the right herein given to Poitras and his designated subsequent owners. In each deed of conveyance of the Poitras lands, Poitras may designate the owner of that land as one of his designated subsequent owners, and when he has made such designation in conveyances of fifteen (15) parcels, his right to designate subsequent owners terminates. When made, such a designation becomes appurtenant to the fee simple

title to the land described in the deed conveying the parcel and shall not be severable from the fee simple title. Any subsequent owner of any parcel becomes a designated subsequent owner when he acquires the fee simple title to a parcel of land whose prior owner was so designated. The right to use Aerodrome's runway is presently limited to fifteen (15) owners of parcels of property within the Poitras lands. The number may be expanded in the future, but only with the consent of both Aerodrome and the Association.

The Association does herewith join in this Agreement to certify that any designated subsequent owner of the Poitras lands shall be a full member of that Association. The total number of votes of members of the Association who are owners of Poitras lands is limited to fifteen (15) unless the number of Poitras land owners is expanded as hereinbefore provided, in which event, the total number of votes shall be the same as the expanded number of Poitras land owners having the right to use the runway. Each owner shall be governed and he shall abide by the Articles of Incorporation, runway related rules, and the By-Laws of that Association to the exact same extent and degree as other members.

Poitras does herewith grant to the Association and its members an easement for access to the Clear Zone for flight use and to the abutting lake for fishing and swimming, but no motors shall be used on the lake.

The Association will assess all of its members, on an equal basis for the cost of maintaining the runway, the Clear Zone and the lake. These costs shall include real property taxes, land care and improvement and liability insurance. Payment of Association assessments is a condition precedent to runway use.

The parties hereto agree to cooperate with each other in obtaining abandonment of the canal, road and ditch rights of way that separate their property or if unable to do this, to obtain termination of the public right to use those rights of way. The cost for these items shall be borne one-half by Aerodrome, and one-half by Poitras.

In the event the runway loses its certification by the Federal Aviation Agency or other appropriate Governmental bodies as a private air strip, then this Agreement shall terminate and no party hereto shall have any rights with respect to the property of any other party.

The Association does agree to promptly amend its Articles of Incorporation and By-Laws in order that they shall conform to and make provisions for all matters set forth in this Agreement.

IN WITNESS WHEREOF, the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC. has caused these amendments to be signed in its name by its President and its corporate seal to be affixed and attested by its Secretary on this day of April, 1988.

Signed, sealed and delivered
in the presence of:

INDIAN RIVER AERODROME,
PROPERTY OWNERS ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

WHEREAS, the membership of the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., having held its annual meeting on April 2, 1988, at the INDIAN RIVER AERODROME and upon proper motion, second and affirmative vote of more than seventy-five percent (75%) of the membership, the Declaration of Restrictions applicable to the INDIAN RIVER AERODROME SUBDIVISION recorded in the Official Records of Indian River County, in Official Record Book 410, Page 473, was amended to read as follows:

**DECLARATION OF RESTRICTIONS APPLICABLE
TO INDIAN RIVER AERODROME
SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, INDIAN RIVER AERODROME, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Indian River, State of Florida, is the owner of the following described property in INDIAN RIVER AERODROME SUBDIVISION, which property is located in Indian River County, and more particularly described as follows:

Lots 1 through 22, INDIAN RIVER AERODROME SUBDIVISION, as filed in the Office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 8, page 55; said land lying and being in Indian River County, Florida.

WHEREAS, for the benefit and protection of the present owners and for the benefit and protection of those who in the future may own any part or parts of said property, the present owners desire that use of all said property be restricted so as to promote development of said property in a high class residential neighborhood.

NOW, THEREFORE, in consideration of the premises and in order to accomplish the objectives hereinabove set forth, the owners of said property do hereby declare the use of all of said property is now and hereafter shall be, only in conformity to restrictions hereinafter set forth, which restrictions are hereby approved and adopted, and which restrictions are now binding on the owners and hereafter will be binding alike on owners, their heirs, devisees, successors and assigns, and on

all persons, firms and corporations owning in the future any interest in any part or parts of said property, and each of said restrictions is hereby declared to be and to constitute a covenant, running to and for the benefit of every purchaser of any of said property, and said restrictions as such covenants shall run with the land and shall inure to, extent to, and be binding on the undersigned owners, all future owners, and on their heirs, devisees, successors, grantees, and assigns of the undersigned owners and all future owners of any interest in any part or parts of said property and which restrictions are:

1. No lot encumbered on said plat shall be used for any other than single family residence purposes. There shall not exist on any lot at any time more than one residence, one hangar, and one miscellaneous type building, and all residences constructed thereon shall be permanent, and no lot shall be used by more than one family. Guest houses shall not be occupied by more than two persons at anyone time, and shall be restricted to weekend or vacation usage only.

2. Two or more lots used as one building site shall be construed as one single lot, and no lot or lots shall be subdivided.

3. No residence or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by the Board of INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

4. For the purpose of assuring that the aforesaid lands be developed according to the high standards intended by the owners, INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., reserves the power to control the buildings, structures, and other improvements placed on each lot by virtue of the following, which each purchaser, by acceptance of the title of his lot, covenants and agrees to. No building, fence or other structure shall be commenced, erected, maintained or altered on any of the lots or tracts unless same shall first have been submitted and approved in writing by the Board of Directors of the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC. However, if such Committee is not in existence or fails to approve or disapprove such design, plan and/or specifications within 60 days after same has been submitted to said Committee, then approval will not be required, provided the design

and location on the lot conform to and are in harmony with existing structures in the subdivision.

5. All owners of land in said INDIAN RIVER AERODROME SUBDIVISION shall be governed and abide by the Articles of Incorporation and the Bylaws of the Indian River Aerodrome Property Owners Association, Inc. No owner of a lot in the said INDIAN RIVER AERODROME SUBDIVISION shall lease or convey real property in the said subdivision to any person not a member of the Indian River Aerodrome Property Owners Association, Inc.

6. No residence shall be erected, placed or permitted to remain on said lands or any part or parts thereof which covers less than 1600 square feet, exclusive of porches, garages, and airplane and automobile shelters.

7. No building, or any part thereof, including garages, porches, airplane hangars, shall be erected on any lot closer than 40 feet from the front lot line, 15 feet from the side lot lines, and 15 feet from the rear lot line; however, where a single building is constructed on two or more lots, the side, front and rear lot lines shall refer only to the lot lines bordering on the adjoining property owners.

8. All utilities, including sewer, telephone and electrical shall be installed underground.

9. Commercial breeding or feeding of cattle, sheep, goats, hogs or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of a commercial livery or boarding stable for horses, or a riding academy, and the keeping of any hog, milk cow, or chickens are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals for family pleasure; being limited to dogs, cats, fowls, and one horse, provided that said horse and fowls must be restrained by fence or other appropriate protective restraint, and all such animals must be stabled at the farthest possible point from the adjoining property and all appropriate measures must be taken by the lot owner to eliminate and prevent odors and any unsightly accumulations from said animals.

10. All lot owners must take all precautions to prohibit their children and the children of their guests from the runways and taxiways.

11. The erection of signs by individual property owners is expressly prohibited except that the owner may display on his property a name and address sign referring only to the premises on which displayed. However, nothing contained

herein shall preclude the corporation from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities.

12. No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

13. No purchaser shall dump trash, cans or garbage on any lot (whether owned by such purchaser or not), or easement in said subdivision, and each purchaser, his heirs or assigns will maintain each tract owned by him in a clean and sightly condition.

14. No structure shall be moved upon any lot or tract, unless approved by the architectural review committee, in writing, and any structure started on this subdivision must be completed insofar as the exterior finish is concerned within one year from the start of construction. Said structural approval shall be void if not started within three years.

15. The airplane hangar space in each lot shall be limited to strictly private use and a maximum size of 2400 interior square feet. All hangars must be approved by the corporation in the same manner as other structures.

16. The hangar may be built before the home is built but when so done, the home must be started within 2 years from the date construction is started on the hangar.

17. The nature of the AERODROME SUBDIVISION is intended to be one of residential character with a tendency toward related aviation activities. There shall, however, be no aircraft fixed base operation permitted with the Subdivisions nor any commercial operation unless said commercial operations comply with all applicable Indian River County, Florida, ordinances pertaining to home occupations. Any such commercial operations shall be restricted by the following in addition to the applicable government codes, regulations, rules and ordinances:

a) No regular employment of persons other than a family member residing at that family residence. This provision disallows the regular employment of independent contractors.

b) No storage of business related goods, inventory, parts, supplies, etc. outside of any building shall be allowed.

c) No activities creating excessive amounts of noise, fumes, traffic, odors and the like shall be permitted. The foregoing activities are not intended to be an exhaustive list and will include such other offensive activities which are of such nature as to create a substantial, unreasonable interference with the use or enjoyment of the other lot owners.

d) No signs shall be permitted in connection with any business.

18. No wires, antenna aerials or other equipment shall be installed upon the exterior of any building at a height of more than 50 feet from ground level.

19. No motor vehicles shall at any time be parked or operated on any of the taxiways or runways, except when said vehicle is used in the normal operation of the airstrip. The violation of this paragraph shall constitute a nuisance.

20. No aircraft of any kind shall be parked on any of the common taxiways or runways. A violation of this provision shall be considered a nuisance.

21. Lot owners shall have the right to tie an aircraft owned by them outside of a hangar only if it is "in current license". Failure to keep such outside aircraft in current license shall constitute a nuisance which may be abated by removal of the aircraft at the cost of the owner.

22. No junk motor vehicles or other motor vehicles without a current license that shall be permitted, and failure to comply with this paragraph shall constitute a nuisance which may be abated by the removal of the motor vehicle at the cost of the owner.

23. No part or parts of said land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

24. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner.

25. If the owners of any of these lots or their assigns shall violate any of the covenants herein set out, it shall be lawful for any other person owning real property in this subdivision to prosecute any proceedings at law or in equity against the person violating any of these covenants to prevent him from so doing or to recover damages from such violation.

26. Invalidation of any of these covenants shall in no way affect any of the other paragraphs hereof which shall remain in full force and effect.

27. All restrictions herein set forth, shall be regarded as covenants and not conditions and shall run with the land and be in full force and effect against and binding on all owners of any interest in any part or parts of said lands. These restrictions may be amended by approval of not less than 75% of the owners of the combined number of lots located in the INDIAN RIVER AERODROME SUBDIVISION, INDIAN RIVER AERODROME NO. 2 SUBDIVISION, and INDIAN RIVER AERODROME NO.3 SUBDIVISION, which total is fifty-five (55) lots, one being a recreation lot with no vote. The restrictions and covenants shall automatically continue in effect until the same shall be amended in the manner hereinabove provided or until they become void according to Florida law.

Any party acquiring any interest in any part or parts of said described lands shall be subject to and bound by and required to observe, comply with and abide by all restrictions herein set forth in the same manner and to the same extent, as if said restrictions were copied in full and made a part of the deed or other instrument, device or process under or by which title shall be claimed.

28. No aircraft shall be permitted to taxi or to be propelled in any way by means of its own power except on individual properties, the runways and taxiways adjoining the runways. Expressly prohibited is the taxiing or the propulsion of aircraft under its own power on roadways and streets within the INDIAN RIVER AERODROME SUBDIVISIONS. Towing of aircraft with engines turned off will be permitted along said roadways and streets within the INDIAN RIVER AERODROME SUBDIVISIONS in order to allow access to and egress from the runways and adjoining taxiways.

All appropriate safety measures shall be exercised in connection with the towing of aircraft, which towing shall be conducted in a continuous and expeditious manner so that undue blocking of roadways and streets does not result. Parking of aircraft on the roadway is prohibited. All towing after dark and before dawn shall require flashing lights on the aircraft and guidance walkers preceding the aircraft or an automobile with lights on preceding the aircraft or a towing vehicle with flashing lights so as to protect and preserve life, limb and property.

The sole exception to the foregoing taxiing provisions of this paragraph applies to aircraft taxiing from property known as the Poitras Lands directly to the runway in accordance with the provisions of an Agreement dated February 24, 1976, and recorded on February 27, 1976, in Official Record Book 511, Page 312, of the Public Records of Indian River County, Florida.

WHEREAS, the membership of the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., having held its annual meeting on April 2, 1988, at the INDIAN RIVER AERODROME and upon proper motion, second and affirmative vote of more than seventy-five percent (75%) of the membership, the Declaration of Restrictions applicable to the INDIAN RIVER AERODROME NO. 2 SUBDIVISION recorded in the Official Records of Indian River County, in Official Record Book 537, Page 763, was amended to read as follows:

**DECLARATION OF RESTRICTIONS APPLICABLE
TO INDIAN RIVER AERODROME
NO. 2 SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, INDIAN RIVER AERODROME, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Indian River, State of Florida, is the owner of the following described property in INDIAN RIVER AERODROME NO.2 SUBDIVISION, which property is located in Indian River County, and more particularly described as follows:

Lots 23 through 40, INDIAN RIVER AERODROME NO.2 SUBDIVISION, as filed in the Office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 8, page 91; said land lying and being in Indian River County, Florida.

WHEREAS, for the benefit and protection of the present owners and for the benefit and protection of those who in the future may own any part or parts of said property, the present owners desire that use of all said property be restricted so as to promote development of said property in a high class residential neighborhood.

NOW, THEREFORE, in consideration of the premises and in order to accomplish the objectives hereinabove set forth, the owners of said property do hereby declare the use of all of said property is now and hereafter shall be, only in conformity to restrictions hereinafter set forth, which restrictions are hereby approved and adopted, and which restrictions are now binding on the owners and hereafter will be binding alike on owners, their heirs, devisees, successors and assigns, and all

persons, firms and corporations owning in the future any interest in any part or parts of said property, and each of said restrictions is hereby declared to be and constitute a covenant, running to and for the benefit of every purchaser of any of said property, and said restrictions as such covenants shall run with the land and shall, inure to, extend to, and be binding on the undersigned owners, all future owners, and on their heirs, devisees, successors, grantees, and assigns of the undersigned owners and all future owners of any interest in any part or parts of said property and which restrictions are:

1. No lot encumbered on said plat shall be used for any other than single family residence purposes. There shall not exist on any lot at any time more than one residence, one hangar, and one miscellaneous type building, and all residences constructed thereon shall be permanent, and no lot shall be used by more than one family. Guest houses shall not be occupied by more than two persons at any one time, and shall be restricted to weekend or vacation usage only.

2. Two or more lots used as one building site shall be construed as one single lot, and no lot or lots shall be subdivided.

3. No residence or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

4. For the purpose of assuring that the aforesaid lands be developed according to the high standards intended by the owners, INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., reserves the power to control the buildings, structures, and other improvements placed on each lot by virtue of the following, which each purchaser, by acceptance of the title of his lot, covenants and agrees to. No building, fence or other structure shall be commenced, erected, maintained or altered on any of the lots or tracts unless same shall first have been submitted and approved in writing by the Board of Directors of the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC. However, if such Committee is not in existence or fails to approve or disapprove such design, plan and/or specifications within 60 days after same has been submitted to said Committee, then approval will not be required, provided the design

and location on the lot conform to and are in harmony with existing structures in the subdivision.

5. All owners of land in said INDIAN RIVER AERODROME NO. 2 SUBDIVISION shall be governed and abide by the Articles of Incorporation and the Bylaws of the Indian River Aerodrome Property Owners Association, Inc. No owner of a lot in the said INDIAN RIVER AERODROME NO. 2 SUBDIVISION shall lease or convey real property in the said subdivision to any person not a member of the Indian River Aerodrome Property Owners Association, Inc.

6. No residence shall be erected, placed or permitted to remain on said lands or any part or parts thereof which covers less than 1600 square feet, exclusive of porches, garages, and airplane and automobile shelters.

7. No building, or any part thereof, including garages, porches, airplane hangars, shall be erected on any lot closer than 40 feet from the front lot line, 15 feet from the side lot lines, and 15 feet from the rear lot line; however, where a single building is constructed on two or more lots, the side, front and rear lot lines shall refer only to the lot lines bordering on the adjoining property owners.

8. All utilities, including sewer, telephone and electrical shall be installed underground.

9. Commercial breeding or feeding of cattle, sheep, goats, hogs or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of a commercial livery or boarding stable for horses, or a riding academy, and the keeping of any hog, milk cow, or chickens are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals for family pleasure; being limited to dogs, cats, fowls, and one horse, provided that said horse and fowls must be restrained by fence or other appropriate protective restraint, and all such animals must be stabled at the farthest possible point from the adjoining property and all appropriate measures must be taken by the lot owner to eliminate and prevent odors and any unsightly accumulations from said animals.

10. All lot owners must take all precautions to prohibit their children and the children of their guests from the runways and taxiways.

11. The erection of signs by individual property owners is expressly prohibited except that the owner may display on his property a name and address sign referring only to the premises on which displayed. However, nothing contained

herein shall preclude the corporation from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities.

12. No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

13. No purchaser shall dump trash, cans or garbage on any lot (whether owned by such purchaser or not), or easement in said subdivision, and each purchaser, his heirs or assigns will maintain each tract owned by him in a clean and sightly condition.

14. No structure shall be moved upon any lot or tract, unless approved by the architectural review committee, in writing, and any structure started on this subdivision must be completed insofar as the exterior finish is concerned within one year from the start of construction. Said structural approval shall be void if not started within three years.

15. The airplane hangar space on each lot shall be limited to strictly private use and a maximum size of 2400 interior square feet. All hangars must be approved by the corporation in the same manner as other structures.

16. The hangar may be built before the home is built, but when so done, the home must be started within 2 years from the date construction is started on the hangar.

17. The nature of the AERODROME SUBDIVISION is intended to be one of residential character with a tendency toward related aviation activities. There shall, however, be no aircraft fixed base operation permitted with the Subdivisions nor any commercial operation unless said commercial operations comply with all applicable Indian River County, Florida, ordinances pertaining to home occupations. Any such commercial operations shall be restricted by the following in addition to the applicable government codes, regulations, rules and ordinances:

a) No regular employment of persons other than a family member residing at that family residence. This provision disallows the regular employment of independent contractors.

b) No storage of business related goods, inventory, parts, supplies, etc. outside of any building shall be allowed.

c) No activities creating excessive amounts of noise, fumes, traffic, odors and the like shall be permitted. The foregoing activities are not intended to be an exhaustive list and will include such other offensive activities which are of such nature as to create a substantial, unreasonable interference with the use or enjoyment of the other lot owners.

d) No signs shall be permitted in connection with any business.

18. No wires, antenna aerals or other equipment shall be installed upon the exterior of any building at a height of more than 50 feet from ground level.

19. No motor vehicles shall at any time be parked or operated on any of the taxiways or runways, except when said vehicle is used in the normal operation of the airstrip. The violation of this paragraph shall constitute a nuisance.

20. No aircraft of any kind shall be parked on any of the common taxiways or runways. A violation of this provision shall be considered a nuisance.

21. Lot owners shall have the right to tie an aircraft owned by them outside of a hangar only if it is "in current license". Failure to keep such outside aircraft in current license shall constitute a nuisance which may be abated by removal of the aircraft at the cost of the owner.

22. No junk motor vehicles or other motor vehicles without a current license tag shall be permitted, and failure to comply with this paragraph shall constitute a nuisance which may be abated by the removal of the motor vehicle at the cost of the owner.

23. No part or parts of said land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

24. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner.

25. If the owners of any of these lots or their assigns shall violate any of the covenants herein set out, it shall be lawful for any other person owning real property in this subdivision to prosecute any proceedings at law or in equity against the person violating any of these covenants to prevent him from so doing or to recover damages from such violation.

26. Invalidation of any of these covenants shall in no way affect any of the other paragraphs hereof which shall remain in full force and effect.

27. All restrictions herein set forth, shall be regarded as covenants and not conditions and shall run with the land and be in full force and effect against and binding on all owners of any interest in any part or parts of said lands. These restrictions may be amended by approval of not less than 75% of the owners of the combined number of lots located in the INDIAN RIVER AERODROME SUBDIVISION, INDIAN RIVER AERODROME NO.2 SUBDIVISION, and INDIAN RIVER AERODROME NO.3 SUBDIVISION, which total is fifty-five (55) lots, one being a recreation lot with no vote. The restrictions and covenants shall automatically continue in effect until the same shall be amended in the manner ", hereinabove provided or until they become void according to Florida law.

Any party acquiring any interest in any part or parts of said described lands shall be subject to and bound by and required to observe, comply with and abide by all restrictions herein set forth in the same manner and to the same extent, as if said restrictions were copied in full and made a part of the deed or other instrument, device or process under or by which title shall be claimed.

28. No aircraft shall be permitted to taxi or to be propelled in any way by means of its own power except on individual properties, the runways and taxiways adjoining the runways. Expressly prohibited is the taxiing or the propulsion of aircraft under its own power on roadways and streets within the INDIAN RIVER AERODROME SUBDIVISIONS. Towing of aircraft with engines turned off will be permitted along said roadways and streets within the INDIAN RIVER AERODROME SUBDIVISIONS in order to allow access to and egress from the runways and adjoining taxiways.

All appropriate safety measures shall be exercised in connection with the towing of aircraft, which towing shall be conducted in a continuous and expeditious manner so that undue blocking of roadways and streets does not result. Parking of aircraft on the roadway is prohibited. All towing after dark and before dawn shall require flashing lights on the aircraft and guidance walkers preceding the aircraft or an automobile with lights on preceding the aircraft or a towing vehicle with flashing lights so as to protect and preserve life, limb and property.

The sole exception to the foregoing taxiing provisions of this paragraph applies to aircraft taxiing from property known as the Poitras Lands directly to the runway in accordance with the provisions of an Agreement dated February 24, 1976, and recorded on February 27, 1976, in Official Record Book 511, Page 312, of the Public Records of Indian River County, Florida.

WHEREAS, the membership of the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., having held its annual meeting on April 2, 1988, at the INDIAN RIVER AERODROME and upon proper motion, second and affirmative vote of more than seventy-five percent (75%) of the membership, the Declaration of Restrictions applicable to the INDIAN RIVER AERODROME NO. 3 SUBDIVISION recorded in the Official Records of Indian River County, in Official Record Book 776, Page 2187, was amended to read as follows:

**DECLARATION OF RESTRICTIONS APPLICABLE
TO INDIAN RIVER AERODROME
NO. 3 SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, INDIAN RIVER AERODROME, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Indian River, State of Florida, is the owner of the following described property in INDIAN RIVER AERODROME NO. 3 SUBDIVISION, which property is located in Indian River County, and more particularly described as follows:

Lots 41 and 43 through 56, INDIAN RIVER AERODROME NO.3 SUBDIVISION, as filed in the Office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 12, page 45; said land lying and being in Indian River County, Florida.

WHEREAS, for the benefit and protection of the present owners and for the benefit and protection of those who in the future may own any part or parts of said property, the present owners desire that use of all said property be restricted so as to promote development of said property in a high class residential neighborhood.

NOW, THEREFORE, in consideration of the premises and in order to accomplish the objectives hereinabove set forth, the owners of said property do hereby declare the use of all of said property is now and hereafter shall be, only in conformity to restrictions hereinafter set forth, which restrictions are hereby approved and adopted, and which restrictions are now binding on the owners and hereafter will

be binding alike on owners, their heirs, devisees, successors and assigns, and all persons, firms and corporations owning in the future any interest in any part or parts of said property, and each of said restrictions is hereby declared to be and constitute a covenant, running to and for the benefit of every purchaser of any of said property, and said restrictions as such covenants shall run with the land and shall inure to, extent to, and be binding on the undersigned owners, all future owners, and on their heirs, devisees, successors, grantees, and assigns of the undersigned owners and all future owners of any interest in any part or parts of said property and which restrictions are:

1. No lot encumbered by these restrictions shall be used for any other than single family residence purposes. There shall not exist on any lot at any time more than one residence, one hangar, and one miscellaneous type building, and all residences constructed thereon shall be permanent, and no lot shall be used by more than one family. Guest houses shall not be occupied by more than two persons at anyone time, and shall be restricted to weekend or vacation usage only.

2. Two or more lots used as one building site shall be construed as one single lot, and no lot or lots shall be subdivided.

3. No residence or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by the architectural committee of INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

4. For the purpose of assuring that the aforesaid lands be developed according to the high standards intended by the owners, INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., reserves the power to control the buildings, structures and other improvements placed on each lot by virtue of the following, which each purchaser, by acceptance of the title of his lot, covenants and agrees to. No building, fence or other structure shall be commenced, erected, maintained or altered on any of the lots or tracts unless same shall first have been submitted and approved in writing by the Board of Directors of the corporation, to consist of no less than three nor more than five lot owners. However, if such Committee is not in existence or fails to approve or disapprove such design,

plan and/or specifications within sixty (60) days after same has been submitted to said Committee, then approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the subdivision.

5. All owners of land in said INDIAN RIVER AERODROME NO. 3 SUBDIVISION shall be governed and abide by the Articles of Incorporation and the Bylaws of the Indian River Aerodrome Property Owners Association, Inc. No owner of a lot in the said INDIAN RIVER AERODROME NO. 3 SUBDIVISION shall lease or convey real property in the said subdivision to any person not a member of the Indian River Aerodrome Property Owners Association, Inc.

6. No residence shall be erected, placed or permitted to remain on said lands or any part or parts thereof which covers less than 1600 square feet, exclusive of porches, garages, and airplane and automobile shelters.

7. No building, or any part thereof, including garages, porches, airplane hangars, shall be erected on any lot closer than forty (40') feet from the front lot line, fifteen (15') feet from the side lot lines, and fifteen (15') feet from the rear lot line; however, where a single building is constructed on two or more lots, the side, front and rear lot lines shall refer only to the lot lines bordering on the adjoining property owners.

8. All utilities, including sewer, telephone and electrical shall be installed underground.

9. Commercial breeding or feeding of cattle, sheep, goats, hogs or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of a commercial livery or boarding stable for horses, or a riding academy, and the keeping of any hog, milk cow, or chickens are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals for family pleasure; being limited to dogs, cats, fowls, and one horse, provided that said horse and fowls must be restrained by fence or other appropriate protective restraint, and all such animals must be stabled at the farthest possible point from the adjoining property and all appropriate measures must be taken by the lot owner to eliminate and prevent odors and any unsightly accumulations from said animals.

10. All lot owners must take all precautions to prohibit their children and the children of their guests from the runways and taxiways.

11. The erection of signs by individual property owners is expressly prohibited except that the owner may display on his property a name and address sign referring only to the premises on which displayed. However, nothing contained herein shall preclude the corporation from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities.

12. No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

13. No purchaser shall dump trash, cans or garbage on any lot (whether owned by such purchaser or not), or easement in said subdivision, and each purchaser, his heirs or assigns will maintain each tract owned by him in a clean and sightly condition.

14. No structure shall be moved upon any lot or tract, unless approved by the architectural review committee, in writing, and any structure started on this subdivision must be completed insofar as the exterior finish is concerned within one year from the start of construction. Said structural approval shall be void if not started within three (3) years.

15. The airplane hangar space on each lot shall be limited to strictly private use and a maximum size of 2400 interior square feet with the exception of Lots 55 and 56 which may have a maximum size not to exceed 3600 square feet. All hangars must be approved by the corporation in the same manner as other structures.

16. The hangar may be built before the home is built, but when so done, the home must be started within two (2) years from the date construction is started on the hangar.

17. The nature of the AERODROME SUBDIVISION is intended to be one of residential character with a tendency toward related aviation activities. There shall, however, be no aircraft fixed base operation permitted within the Subdivisions nor any commercial operation unless said commercial operations comply with all applicable Indian River County, Florida, ordinances pertaining to home occupations. Any such commercial operations shall be restricted by the following in addition to the applicable government codes, regulations, rules and ordinances:

a) No regular employment of persons other than a family member residing at that family residence. This provision disallows the regular employment of independent contractors.

b) No storage of business related goods, inventory, parts, supplies, etc. outside of any building shall be allowed.

c) No activities creating excessive amounts of noise, fumes, traffic, odors and the like shall be permitted. The foregoing activities are not intended to be an exhaustive list and will include such other offensive activities which are of such nature as to create a substantial, unreasonable interference with the use or enjoyment of the other lot owners.

d) No signs shall be permitted in connection with any business.

18. No wires, antenna aerials or other equipment shall be installed upon the exterior of any building at a height of more than fifty (50') feet from ground level.

19. No motor vehicles shall at any time be parked or operated on any of the taxiways or runways, except when said vehicle is used in the normal operation of the airstrip. The violation of this paragraph shall constitute a nuisance.

20. No aircraft of any kind shall be parked on any of the common taxiways or runways. A violation of this provision shall be considered a nuisance.

21. Lot owners shall have the right to tie an aircraft owned by them outside of a hangar only if it is "in current license". Failure to keep such outside aircraft in current license shall constitute a nuisance which may be abated by removal of the aircraft at the cost of the owner.

22. No junk motor vehicles or other motor vehicles without a current license tag shall be permitted, and failure to comply with this paragraph shall constitute a nuisance which may be abated by the removal of the motor vehicle at the cost of the owner.

23. No part or parts of said land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

24. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner.

25. If the owners of any of these lots or their assigns shall violate any of the covenants herein set out or cause a nuisance as defined herein, it shall be lawful for INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., or any other person owning real property in this subdivision to prosecute any proceedings at law or in equity against the person violating any of these covenants to prevent him from so doing or to recover damages from such violation, including court costs and attorney's fees.

26. Invalidity of any of these covenants shall in no wise affect any of the other paragraphs hereof which shall remain in full force and effect.

27. All restrictions herein set forth, shall be regarded as covenants and not conditions and shall run with the land and be in full force and effect against and binding on all owners of any interest in any part or parts of said lands. These restrictions may be amended by approval of not less than 75% of the owners of the combined number of lots located in the INDIAN RIVER AERODROME SUBDIVISION, INDIAN RIVER AERODROME NO. 2 SUBDIVISION, and INDIAN RIVER AERODROME NO. 3 SUBDIVISION, which total is fifty-five (55) lots, one being a recreation lot with no vote. The restrictions and covenants shall automatically continue in effect until the same shall be amended in the manner hereinabove provided or until they become void according to Florida law.

Any party acquiring any interest in any part or parts of said described lands shall be subject to and bound by and required to observe, comply with and abide by all restrictions herein set forth in the same manner and to the same extent, as if said restrictions were copied in full and made a part of the deed or other instrument, device or process under or by which title shall be claimed.

28. Lot 42 of INDIAN RIVER AERODROME NO. 3 SUBDIVISION is not encumbered by these restrictions although Declarant reserves the right to do so in the future. Said lot shall, for a period of two (2) years from the recording date, be available for purchase by an owner or owners of a lot in any of the three platted Aerodrome Subdivisions for the purpose of constructing hangar space. If Lot 42 of INDIAN RIVER AERODROME NO. 3 SUBDIVISION is not acquired, then Declarant after the expiration of two (2) years may dedicate these restrictions to Lot 42 and convey the Lot 42 to a third party for residential purposes.

29. The easements as reflected on the plat of INDIAN RIVER AERODROME NO. 3 SUBDIVISION shall be used by the owners of lots within the plat for the purposes intended in a safe and careful manner. Any dangerous, reckless, or careless use of said easements may be enjoined by appropriate court action, including the assessment of court costs and attorney's fees against the enjoined party.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 18th day of February, 1987, by INDIAN RIVER AERODROME, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at Vero Beach, Indian River County, Florida, first party, to INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose post office address is: Box 1, Nieuport Drive, Vero Beach, Florida 32962 second party:

WITNESSETH:

That the said first party, for and in consideration of the sum of TEN AND NO/100 (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party

forever, all the right, title, interest, claim, and demand which the said first party has in and to the following described lot, piece, or parcel of land, situate, lying, and being in Indian River County, State of Florida, to-wit:

A portion of Tracts 2 and 7, Section 23, Township 33 South, Range 38 East, according to the last general plat of the Indian River Farms Company as filed in Plat Book 2, page 25, Public Records of St. Lucie County, Florida, now Indian River County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of aforesaid Tract 2, run South 89°31'17" West along the North line of said Tract, 227.62 feet; thence South 14°14'27" East, 31.02 feet to the Point of Beginning. From the Point of Beginning, continue South 14°14'27" East, 2658.22 feet; thence South 89°40'32" East, 206.64 feet; thence North 14°14'27" West, 2657.65 feet; thence North 89°31'17" West, 206.78 feet to the Point of Beginning. Situate in Indian River County, Florida and containing 12.203 acres, more or less.

The Grantor hereby declares the use of said property conveyed now and hereinafter shall be only in conformity with the Restrictions hereinafter set forth. Such Restrictions are hereby approved and adopted, which Restrictions are now binding on the owners and hereafter will be binding on like owners, and future

owners, their heirs, devisees, successors, and assigns, and on all persons, firms, and corporations owning in the future any interest in any part or parts of said property. Each of said Restrictions and the Reverter is hereby declared to be and to constitute a covenant running to and for the benefit of those using the property and, as such, the Restrictions shall run with the land and inure to, extend to and be binding on the grantees, and persons, their heirs, successors and assigns, using the property, specifically for the benefit of:

- a) Owners of Lots in INDIAN RIVER AERODROME SUBDIVISION, according to the Plat thereof recorded in Plat Book 8, page 55;
- b) Owners of Lots in INDIAN RIVER AERODROME NO.2 SUBDIVISION, according to the Plat thereof recorded in Plat Book 8, page 91; and
- c) Owners and future owners of Lots designated in the preliminary plat as approved by the Planning and Zoning Commission of Indian River County for INDIAN RIVER AERODROME NO. 3 SUBDIVISION, located on property described as:

The North 598.30 feet of Tract 9, Section 23, Township 33 South, Range 38 East and the North 598.30 feet of Tract 10, Section 23, Township 33 South, Range 38 East. (measured on the East line of said Tract 10) Said South line being parallel to the North line of said Tract 9. All of the above lying and being in Indian River County, Florida and containing 30 acres more or less.

1. The Grantee shall maintain the property for airport purposes and operate the airport under a Class 3844 Permit from the Federal Aviation Administration for the use of licensed non-commercial aircraft, including sporting and antique aircraft.
2. The described property shall remain unpaved, without buildings, obstructions, or other structures built within its boundaries except those buildings or structures that are required by law to perpetuate the area as an airport.

3. The use of the described premises shall be subject to the Articles of Incorporation for INDIAN RIVER AERODROME, INC.; the By-Laws for INDIAN RIVER AERODROME, INC.; Deed Restrictions for INDIAN RIVER AERODROME SUBDIVISION, recorded in Official Record Book 410, page 473, Public Records of Indian River County, Florida, Deed Restrictions for INDIAN RIVER AERODROME NO. 2 SUBDIVISION, recorded in Official Record Book 537, page 763, Public Records of Indian River County, Florida, as amended and as may from time to time be amended; and Rules and Regulations now in existence of subsequently adopted or modified, all as approved by INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC.; and Deed Restrictions for INDIAN RIVER AERODROME NO. 3 SUBDIVISION, to be recorded in the Public Records of Indian River County, Florida.

4. The use of the described premises and flying practices shall be consistent with and not in violation of Federal Aviation Authority Rules and Regulations as now adopted or hereinafter adopted.

5. The use of the described premises shall be restricted to residents, lot owners, and owners in INDIAN RIVER AERODROME SUBDIVISION and INDIAN RIVER AERODROME NO. 2 SUBDIVISION, and owners and future owners of Lots designated in the preliminary plat for INDIAN RIVER AERODROME NO. 3 SUBDIVISION, their immediate families and invited guests. No invited guests may use the described premises on a permanent basis.

6. The described premises shall be used only for lawful purposes. No aircraft having a gross operating weight of 5,500 pounds or more may use the described premises without a written consent approved by a majority of the Board of Directors of the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., said consent shall be issued only for single or periodic landings and takeoffs. The consent shall require that any damage to the described premises caused by the party to whom the consent is issued shall be paid for by that party to the INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., normal wear and tear excepted.

7. No aircraft shall be moved under its own power except on runways and adjoining taxiways. NO aircraft shall be operated under its own power on the streets within the INDIAN RIVER AERODROME SUBDIVISIONS described above and the use of the described premises after dark shall be restricted to a limited rather than a regular basis pursuant to Rules established by the Board of Directors of INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC. The use of runway lights is required for any after-dark landings or takeoffs.

8. All use of the described premises shall be conducted in such a manner as to prevent any excessive noise to affect the surrounding residences and to prevent the creation of any nuisance, whether public or private, causing a substantial, unreasonable interference with the use and enjoyment of the airstrip.

9. The Grantee shall maintain the described property for private airport purposes, consistent with the limitations set forth herein, but in the event the described premises are restricted from use by Federal, State, or other governmental agency requirements, then the demised premises shall remain open space and used for recreational purposes. In no event shall permanent structures be constructed on the premises during the period that these Restrictions remain in effect.

10. INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., by the acceptance of this conveyance, agrees to manage, control, supervise, and maintain the described premises for airport purposes consistent with the Restrictions set forth herein. In the event the airport is closed for a period exceeding sixty (60) days and any permanent structures are constructed on the described premises, then the land, as described, shall immediately revert to the Grantor, its successor and assigns.

11. Any invalidation of any of the Restrictions or the reverter shall not affect any other Restrictions, all of which shall remain in full force and effect.

12. These Restrictions and reverter may be amended by approval of not less than seventy-five percent (75%) of the members of the Grantee, plus consent to the amendment by the Grantor. The reservations, covenants, and reverter, each

independently, shall automatically continue in effect until such time as they are amended in the manner hereinbefore provided or until they have become void according to Florida law.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, or claim whatsoever of the first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of

INDIAN RIVER AERODROME, INC.

By _____
William H. Kaser, President

Attest _____
Landis G. Ketner
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM H. KASER and LANDIS G. KETNER, as President and Secretary, respectively, of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 18th day of February, 1987.

Notary Public, State of Florida at Large.

My Commission Expires:
July 22, 1989