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SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS APPLICABLE TO
INDIAN RIVER AERODROME SUBDIVISION

This Second Amendment to Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision, hereinafter "Amendment", made this 15 day of December, 1981, by the Indian River Aerodrome Property Owner's Association, Inc., a corporation existing under the laws of the State of Florida, hereinafter referred to as "Owners";

W I T N E S S E T H:

WHEREAS, Indian River Aerodrome, Inc., a corporation existing under the laws of the State of Florida, has caused a certain Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision to be recorded in Official Record Book 418, Page 473, Public Records of Indian River County, Florida, hereinafter referred to as "Declaration"; and

WHEREAS, pursuant to the terms of the Declaration, the Owners of the lands described therein recorded a certain First Amendment to the Declaration at Official Record Book 634 Page 1056 Public Records of Indian River County, Florida; and

WHEREAS, pursuant to the terms of the Declaration, the Owners of the lands described therein desire to amend the Declaration as set forth hereinafter; and

NOW, THEREFORE, in accordance with paragraph 27 of the Declaration, the Declaration is hereby amended as follows:

1. A new paragraph to be numbered "28." is hereby added to the Declaration to read as follows;

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.

JAMES P. ...

OR 1423PG0452

2. Except as expressly provided herein, all provisions of the Declaration as amended shall remain in full force and effect.

IN WITNESS WHEREOF, Indian River Aerodrome Property Owner's Association, Inc., a corporation existing under the laws of the State of Florida, hereby executes this Second Amendment to Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision in its name and by its undersigned authorized officers, the day and year first above written.



INDIAN RIVER PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation,

By [Signature] President
By [Signature] Secretary

In the presence of:

[Signature]
[Signature]

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 John N. Fitzgerald, Jr. and Ann Hayman, well known to me to be the President and Secretary respectively of the corporation named in the foregoing Second Amendment to Declaration of Restrictions, 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 County and State last aforesaid, this 15 day of December, 1981.



[Signature]
Notary Public, State of Florida
My Commission Expires:
Notary Public, State of Florida
My Commission Expires March 2, 1985
Issued by American Bar Association

RECORDED
AND
INDEXED
DEC 16 1981
10 5 45
COUNTY OF INDIAN RIVER
FLORIDA

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UN 1423760453

014159
CERTIFICATE

THIS IS TO CERTIFY that the attached writing is a true copy of a Resolution amending the Declaration of Restrictions applicable to INDIAN RIVER AERODROME NO. 2 SUBDIVISION, according to the Declaration of Restrictions recorded in Official Record Book 537, Page 763, and First Amendment to Declaration of Restrictions recorded in Official Record Book 634, Page 1056, and Second Amendment to Declaration of Restrictions recorded in Official Record Book 635, Pages 341-342, all of the Public Records of Indian River County, Florida, which Resolution was duly adopted by more than seventy-five (75%) percent of the membership of the INDIAN RIVER AERODROME PROPERTY OWNER'S ASSOCIATION, INC., at a meeting duly held on April 4, 1982, in accordance with the requirements of the Declaration of Restrictions and the Articles of Incorporation and By-Laws of INDIAN RIVER AERODROME PROPERTY OWNER'S ASSOCIATION, INC.

EXECUTED at Vero Beach, Indian River County, Florida, this 20 day of April, 1982.

WITNESSES:

James Lindquist

Henry L. Gamitt

INDIAN RIVER AERODROME PROPERTY OWNER'S ASSOCIATION, INC.

BY: Landis Ketner
Landis Ketner, President

ATTEST: Harold Fletcher
Harold Fletcher, Secretary

[CORPORATE SEAL]

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 Landis Ketner and Harold Fletcher, known to me to be the President and Secretary, respectively, of Indian River Aerodrome Property Owner's Association, Inc., named in the foregoing instrument, and they acknowledged executing the same freely and voluntarily and under the authority duly vested in them by said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 20th day of April, 1982.



J. L. Turage
Notary Public, State of Florida
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 9, 1984
Bonds Through American Ind.

DR 1423P60454

Return To:
Ind. Riv. Aerodrome Prop. Owners Assoc.
Box 1
Vero Beach

JOHN P. PETER & NORA VERO BEACH, FLORIDA

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

BE IT RESOLVED, that Paragraph 17 of the Declaration of Restrictions applicable to INDIAN RIVER AERODROME SUBDIVISION is hereby and herewith amended to read as follows:

17. The nature of the Aerodrome Subdivisions 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.

BE IT RESOLVED, that Paragraph 27 of the Declaration of Restrictions applicable to INDIAN RIVER AERODROME SUBDIVISION is hereby and herewith amended to read as follows:

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

JOSEPH, FORTNEY & ASSOC., VERO BEACH, FLORIDA

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approval of not less than 75% of the owners of the combined number of lots located in the Indian River Aerodrome Subdivision and Indian River Aerodrome No. 2 Subdivision, which total is forty (40) 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.

BE IT RESOLVED, that Paragraph 28 of the Declaration of Restrictions applicable to INDIAN RIVER AERODROME SUBDIVISION is hereby and herewith amended to read as follows:

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

OR 1423PG0456

Spitras 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.

Angie Allen

FEB 21 11 10 25

NOTARY PUBLIC
ANGIE ALLEN
INDIAN RIVER COUNTY, FLORIDA

ANGIE ALLEN, NOTARY PUBLIC, INDIAN RIVER COUNTY, FLORIDA

OR 1423PG0451

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

BE IT RESOLVED, that Paragraph 17 of the Declaration of Restrictions applicable to INDIAN RIVER AERODROME NO. 2 SUBDIVISION is hereby and herewith amended to read as follows:

17. The nature of the Aerodrome Subdivisions 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.

BE IT RESOLVED, that Paragraph 27 of the Declaration of Restrictions applicable to INDIAN RIVER AERODROME NO. 2 SUBDIVISION is hereby and herewith amended to read as follows:

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 inter-

est 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 and Indian River Aerodrome No. 2 Subdivision, which total is forty (40) 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.

BE IT RESOLVED, that Paragraph 28 of the Declaration of Restrictions applicable to INDIAN RIVER AERODROME NO. 2 SUBDIVISION is hereby and herewith amended to read as follows:

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 taxing provisions of this paragraph applies to aircraft taxing from property known as the Foitras 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.

APR 21 10 27

King

RECORDS SECTION

APR 21 1976

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EASEMENT

THIS EASEMENT, made this 14th day of January, 1983,
by and between INDIAN RIVER AERODROME, INC, a Florida corporation,
party of the first part, and BRUCE McCULLOUGH and ELINOR W.
McCULLOUGH, his wife, party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration
of the sum of ONE DOLLAR (\$1.00) and other valuable considerations
in hand paid by the party of the second part, the receipt whereof
is hereby acknowledged, hereby grants to the party of the second
part, their heirs, successors and assigns hereof forever, a non-
exclusive Easement for the benefit of Lots 28 and 29, of INDIAN RIVER
AERODROME NO. 2 SUBDIVISION, according to the Plat thereof recorded
in Plat Book 8, page 91 of the Public Records of Indian River
County, Florida, solely for airplanes taxiway purposes consistent
with the Rules and Regulations promulgated from time to time for
the use of the Easement and Runway by INDIAN RIVER AERODROME,
INC. over the following described property lying and being in
Indian River County, Florida, to-wit:

Beginning at the southernmost corner of Lot 28, Indian River
Aerodrome No. 2, as recorded in Plat Book 8, page 91, Public
Records of Indian River County, Florida, thence run North
43° 07' 15" East, 177.03 feet; thence North 75° 45' 33" East,
150 feet; thence South 14° 14' 27" East, 60 feet; thence
South 75° 45' 33" West, 132.43 feet; thence South 43° 07' 15"
West, 183.59 feet; thence North 24° 58' 17" West, 64.67 feet
to the Point of beginning.

TO HAVE AND TO HOLD the same together with all rights thereunto
belonging, and all the estates, right, title, interest, lien, equity,
and claim whatsoever of the said party of the first part, either in
law or in equity to the only proper use and benefit of the party
of the second part, their heirs, successors and assigns forever,
so long as the same is used by the party of the second part for the
purposes of this conveyance.

By acceptance of this Easement Party of the second part hereby

Prepared by:
George G. Collins, Jr.
Collins, Brown, & Associates, Inc.
Chartered Accountants
P.O. Box 3088 - 744 Macauland Ln. S.
Vero Beach, Florida 32960

DOC. ST. - AMT. \$.45
FREDIA WRIGHT, Clerk of Circuit Court
Indian River County - by *Fredia Wright*
Maie Williams

06550/ENC 2372

1947040741 un

agrees to hold Party of the first part free from any liability that may result from party of the second part's use of the Easement, including court costs and attorney's fees.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

INDIAN RIVER AERODROME, INC.

Patricia R. Hannon
Lorraine Lucson

By William H. Kaser
William H. Kaser, President

Attest: Louis G. Ketner
Louis G. Ketner, Secretary

(CORPORATE SEAL)

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 LOUIS G. KETNER, known to me to be the President and Secretary respectively of INDIAN RIVER AERODROME, INC., 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.

WITNES my hand and official seal in the County and State last aforesaid this 10th day of January, 1982.

Patricia R. Hannon
Notary Public, State of Florida at Large
My commission expires: 3-23-86

FILED FOR RECORD
BOOK AND PAGE ABOVE
RECORD MAINTAINED
1982 JAN 14 PM 3:51
FEEPA WITNESS
STATE OF FLORIDA COUNTY
OF INDIAN RIVER
Patricia R. Hannon
240655 REC 2373

OR 1623PG0462

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:

[Handwritten signatures]
Maurice J. Kistler

INDIAN RIVER AERODROME, INC.

By *[Signature]*
William H. Kaser, President
Attest: *[Signature]*
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.

[Signature]
Notary Public, State of Florida
at Large.
My Commission Expires:
July 21, 1989

(Notary Seal)

Prepared By:
George G. Collins, Jr.
Collins, Brown, Colwell & Mand
Chartered, Attorneys at Law
P.O. Box 3086 - 744 Beach Blvd.
Vero Beach, Florida 32964

[Vertical Stamp]
1987 FEB 24 PM 4:39

O. R. 0761 PG 0831

AGREEMENT

THIS AGREEMENT, made this 1st day of August, 1986, 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 W. POITRAS, PATRICIA T. POITRAS and MARY GREENDALE, as Trustees of the HILLTOP TRUST, under Agreement dated December 18, 1969, joined by JAMES WILLARD POITRAS, as Personal Representative of the Estates of Edward J. Poitras and Dorothy W. Poitras, deceased, hereinafter referred to as "Poitras' Successors";

WITNESSETH:

WHEREAS, Poitras' Successors have succeeded to all rights of EDWARD J. POITRAS and DOROTHY W. POITRAS, his wife, now both deceased, as owners of all of Tract 9, and those parts of Tracts 10, 15 and 16, lying 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 Plat Book 2, Page 25, public records of St. Lucie County, Florida; now lying and being in Indian River County, Florida, by virtue of Warranty Deed dated May 8, 1981, from the said EDWARD J. POITRAS and DOROTHY W. POITRAS, his wife, recorded in Official Records Book 622 at Page 1536, Public Records of Indian River County, Florida;

WHEREAS, Poitras' Successors have agreed to sell a part of the lands owned by Poitras' Successors and described in that certain Agreement under date of February 24, 1976, recorded in Official Records Book 511 at Page 312, Public Records of Indian River County, Florida, to Aerodrome and, in consideration of such purchase by Aerodrome, Poitras' Successors have agreed to terminate and relinquish rights given to Poitras and their successors in interest according to the terms of the aforesaid Agreement recorded in Official Records Book 511 at Page 312, Public Records of Indian River County, Florida;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Poitras Successors, as the owners of all of Tract 9, and those parts of Tracts 10, 15 and 16, lying 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 Plat Book 2, Page 25, public records of St. Lucie County, Florida; now lying and being in Indian River

Ac. 22.00

RETURN TO MICHAEL O'HAIRE

OR 0742 MAR 24 5 41

County, Florida, do hereby relinquish, surrender and terminate the right in them, their heirs, successors or assigns, given pursuant to Paragraph 5 found on Page 3 of said Agreement recorded in Official Records Book 511 at Page 312, Public Records of Indian River County, Florida, as follows:

"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;"

and further relinquish, surrender and terminate any right to designate any owners of lands now owned by Poitras' Successors to enjoy any rights under the said Agreement recorded in Official Records Book 511 at Page 312, Public Records of Indian River County, Florida, or to cause the same to be members, whether limited or otherwise, of the Association. It is the intention of this Agreement that all rights of Poitras' Successors whatsoever under the aforesaid Agreement recorded in Official Records Book 511 at Page 312, Public Records of Indian River County, Florida, be terminated hereby and cease to have any further force or effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Patricia J. Mays
as to Aerodrome

INDIAN RIVER AERODROME, INC.

By: William H. Kaser
William H. Kaser, President

(CORP. SEAL)

"Aerodrome"

[Signature]
Patricia J. Mays
as to Association

INDIAN RIVER AERODROME
PROPERTY OWNERS ASSOCIATION,
INC.

By: Henry L. Gallant

(CORP. SEAL)

"Association"

[Signature]
Edward W. Poitras
as to Edward W. Poitras

Edward W. Poitras (SEAL)
Edward W. Poitras, as Trustee

[Signature]
Patricia T. Poitras
as to Patricia T. Poitras

Patricia T. Poitras (SEAL)
Patricia T. Poitras, as Trustee

0742 JUNE 24 1961

Michael J. Deely
Gail G. Dubruik
as to Mary Greendale

Mary Greendale (SEAL)
Mary Greendale, as Trustee

Michael J. Deely
Gail G. Dubruik
as to James Willard Poltras

James W. Poltras (SEAL)
James Willard Poltras, as Personal Representative of the Estates of Edward J. Poltras and Dorothy W. Poltras, deceased

"Poltras Successors"

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared William H. Kaser, President of INDIAN RIVER AERODROME, INC., a Florida corporation, on behalf of the corporation

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1986.

Patricia A. Mays
Notary Public, State of Florida
at Large.
My Commission expires: 5/14/90

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Henry L. Gaunt, President of INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of AUGUST, 1986.

Patricia A. Mays
Notary Public, State of Florida
at Large.
My Commission expires: 5/14/90

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Edward W. Poltras, as Trustee of the Hilltop Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of July, 1986.

Pamela Lee Wray
Notary Public, State of Florida
at Large.
My Commission expires: July 22 1990
bonded through Marshall-Cotton, Inc.

STATE OF Massachusetts
COUNTY OF Middlesex

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Patricia T. Poitras, as Trustee of the Hilltop Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1986.

Michael J. O'Haire
Notary Public, State of Massachusetts
at Large.
My Commission expires: 1-22-93

STATE OF Massachusetts
COUNTY OF Middlesex

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Mary Greendale, as Trustee of the Hilltop Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1986.

Michael J. O'Haire
Notary Public, State of Massachusetts
at Large.
My Commission expires: 1-22-93

STATE OF Massachusetts
COUNTY OF Middlesex

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared James Willard Poitras, as Personal Representative of the Estates of Edward J. Poitras and Dorothy W. Poitras, deceased, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1986.

Michael J. O'Haire
Notary Public, State of Massachusetts
at Large.
My Commission expires: 1-22-93

RECORDED
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PAGE 2462
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1986 AUG -1 PM 3:39

RECEIVED
CLERK OF CIRCUIT COURT
INDIAN RIVER CO., FLA.
By Roy J. ...

This Instrument Prepared By
MICHAEL O'HAIRE
SMITH, O'HAIRE, QUINN & GARRIS
3111 CARDINAL DRIVE
VERO BEACH, FLORIDA 32966

AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, duly qualified and acting, personally appeared PATRICIA T. POITRAS, to me well known who, after being by me duly cautioned and sworn, upon oath deposes and says:

1. That Affiant is a trustee under that certain Trust Agreement known as "Hilltop Trust" dated December 18, 1969, true copy of which is attached hereto and made a part hereof;
2. That Edward J. Poitras, Trustee of said trust, died on May 13, 1981, and that, pursuant to Article Tenth of the Trust Agreement establishing the Hilltop Trust, James Willard Poitras, Grantor of said trust, designated Edward W. Poitras as successor trustee in place and stead of Edward J. Poitras;
3. That Dorothy W. Poitras, Trustee of said trust, died on February 16, 1985, and that, pursuant to Article Tenth of the Trust Agreement establishing the Hilltop Trust, James Willard Poitras, Grantor of said trust, designated Mary Greendale as successor trustee to serve in place and stead of Dorothy W. Poitras;
4. That attached hereto and made a part hereof are true copies of the written instruments by which successor trustees to Edward J. Poitras and Dorothy W. Poitras were appointed by Grantor, James Willard Poitras;
5. That all of the trustees under the Hilltop Trust under Trust Agreement dated December 18, 1969, as of the date hereof, are Patricia T. Poitras, Edward W. Poitras and Mary Greendale;

Further Affiant sayeth not.

Patricia T. Poitras
Patricia T. Poitras

Subscribed and sworn to before me
this 26 day of July, 1986.

[Signature]
Notary Public, State of _____
at Large.
My Commission expires: 1/21/91

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Re 37.50

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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:

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 integrated with INDIAN RIVER AERODROME SUBDIVISION and INDIAN RIVER AERODROME NO. 2 SUBDIVISION.

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,

Return: Indian River County Planning

-1-

LAW OFFICES OF COLLINS, BROWN, CALDWELL & MANN
P. O. BOX 2686 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 231-4343

O.R. 0776 PG 2187

OR 1423160412

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 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 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

-2-

LAW OFFICES OF COLLINS, BROWN, CALDWELL & MANN
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PHONE 231-4343

O.R. 0776 PG. 2188

OR 1423PG0473

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 lots 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 (1) 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

- 4 -

LAW OFFICES OF COLLINS, BROWN, CALDWELL & MANN
P. O. BOX 9686 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 231-4343

O. R. 0776 PG 2190

OR 1423 PG 04 / 5

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. No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing Indian River Aerodrome, Inc. or its assigns from erecting and maintaining facilities of a recreational or community nature or facilities incident to the use of the runways, taxiways, and easements.

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. A 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.

-5-

LAW OFFICES OF COLLINS, BROWN, CALDWELL & MANN
P. O. BOX 3086 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 231-4343

O. R. 0776 PG 2191

OR 1423PG0476

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 and to recover damages from such violation, including court costs and attorney's fees.

26. Invalidation 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 seventy-five (75%) percent of the owners of said lands. 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 above described lands shall be subject to and bound by 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, devise, or process under or by which title shall be claimed.

-6-

LAW OFFICES OF COLLINS, BROWN, CALDWELL & MANN
P. O. BOX 3600 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 231-4343

O. R. 0776 PG 2192

OR 1423PG0477

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.

IN WITNESS WHEREOF, said INDIAN RIVER AERODROME, INC. has caused these presents to be signed in its name by its President, and its corporate seal to be affixed and attested by its Secretary, on this 18th day of August, 1987.

Signed, sealed and delivered
in the presence of:

Donis A. Hill
Margaret J. Skittle

INDIAN RIVER AERODROME, INC.
By: William H. Kaser
William H. Kaser President
Attest: Landis G. Ketner
Landis G. Ketner Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned officer, personally appeared WILLIAM H. KASER and LANDIS G. KETNER, as President and Secretary, respectively, of INDIAN RIVER AERODROME, INC., named in the foregoing Instrument, and acknowledged before me that they executed the same 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

-7-

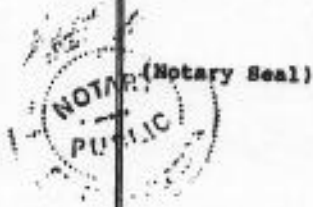
LAW OFFICES OF COLLINS, BROWN, CALDWELL & MANN
P. O. BOX 3686 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 231-4343

O. R. 0776 PG 2193

OR 1423PG0478

County aforesaid this 18th day of August, 1987.

Margaret J. Hestle
Notary Public, State of Florida
at Large.
My Commission Expires:
July 22, 1989



1987 AUG 20 PM 2:33
Clinton
Stecher

-8-

LAW OFFICES OF COLLINS, BROWN, CALDWELL & MANN

1744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 33960

PHONE 281-4343

O.R. 0776 PB 2194

OR 1423PG0479

THIS CORRECTIVE QUIT-CLAIM DEED IS BEING RECORDED TO CORRECT AN ERRONEOUS LEGAL DESCRIPTION ON THAT CERTAIN QUIT-CLAIM DEED DATED FEBRUARY 18, 1987 AND RECORDED IN OFFICIAL RECORD BOOK 761, PAGE 829, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

CORRECTIVE QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 1st day of March, 1989, 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" East 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

DOC. ST. - AMT. \$, 55
JK BARTON, Clerk of Circuit Court
Indian River County - by *Anne B. Stinson*

Return To: George G. Collins, Jr., Esquire
P. O. Box 3686
Vero Beach, Florida 32964

- 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 the 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 for 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 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 taxiway. 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.

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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, 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.

WITNESS WHEREOF, the said 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.

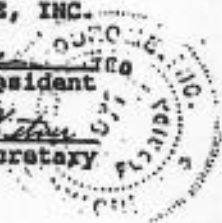
Signed, sealed and delivered in the presence of:

David B. Hall
Margaret J. Hestite

INDIAN RIVER AERODROME, INC.

BY: William H. Kaser
William H. Kaser, President

ATTEST: Landis G. Ketner
Landis G. Ketner, Secretary



FILED FOR RECORD
BOOK AND PAGE ABOVE
RECORD VERIFIED

89 MAR 13 PM 4:43

J. H. SARTON
CLERK OF DISTRICT COURT
INDIAN RIVER COUNTY, FLA.
BY: [Signature] D.C.

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 is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 1st day of March, 1989.



Margaret J. Gentile
Notary Public, State of
Florida at Large.
My Commission Expires: *July 22, 1989*

Prepared By:
George G. Collins, Jr.
Collins, Brown, Caldwell,
Chartered Attorneys at Law
P.O. Box 3686 - 744 Beachland Blvd.
Vero Beach, Florida 32960

625387

NOTICE

BY *Al Scott* DUC

89 DEC -5 AM 11:19

RECEIVED
NOTARY PUBLIC
STATE OF FLORIDA

6-00

Please take notice that a private airport, known as the Indian River Aerodrome, is located on the West 1/2 of Northeast 1/4 of Section 23, Township 33 South, Range 38 East, and the north 568 feet, more or less, of the Southeast 1/4 of Section 23, Township 33 South, Range 38 East, all being situated in Indian River County, Florida. Said Indian River Aerodrome is properly approved and licensed by the Federal Aviation Administration and the Florida Department of Transportation. The Indian River Aerodrome is neither approved nor intended for public use. Flight operations by single engine and multi engine general aviation aircraft are conducted at the airport at random times. There are both day and night operations. Perpetual existence of the Indian River Aerodrome and its operations is intended.

Further, please take notice that the usual, customary and reasonable use of the Indian River Aerodrome by aircraft so authorized requires, during approach and departure, occasional overflight of the lands described as follows:

Sections 13, 14, 15, 22, 23, 24, 25, 26 and 27 of Township 33 South, Range 38 East. Please be guided accordingly.

INDIAN RIVER AERODROME
PROPERTY OWNERS ASSOCIATION,
INC.

By *Al Scott*
Al Scott, President

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 21, 1991
BORNEN THRU GENERAL INV. AND.

SWORN TO AND SUBSCRIBED
before me this 5th day of
OCTOBER, 1989.

[Signature]
NOTARY PUBLIC, State of
Florida at Large
My Commission Expires:

Prepared by
McClure & Associates, P. A.
2601 20th Street, Suite A
Vero Beach, Florida 32960
407/778-1010

RETURN TO

McCLURE & ASSOCIATES, P.A.
2601 20th STREET, SUITE A • VERO BEACH, FLORIDA 32960 • (407) 778-1010

O.R. 849 PG 1661

RECORD VERIFIED
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO. FLA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, INDIAN RIVER AERODROME, INC., a Florida corporation, hereinafter referred to as "Declarant," executed the Declaration of Restrictions Applicable to Indian River Aerodrome No. 3 Subdivision executed August 18, 1987, and recorded August 20, 1987, in Official Records Book 776, Page 2187, Public Records of Indian River County, Florida, hereinafter referred to as "Declaration of Restrictions," encumbering the following described property:

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.

and

WHEREAS, the Declaration of Restrictions in paragraph 28 reserved to the DECLARANT the right after two (2) years from the recording date to dedicate the Declaration of Restrictions to Lot 42 of Indian River Aerodrome No. 3 Subdivision making said lot subject to the Declaration of Restrictions as above described; and

WHEREAS, in excess of two (2) years from the recording of the Declaration of Restrictions has expired; and

WHEREAS, INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., a non-profit Florida corporation, has approved Lot 42 Indian River Aerodrome No. 3 Subdivision being added and subjected to and encumbered by the Declaration of Restrictions.

DECLARANT hereby dedicates and submits:

Lot 42 of INDIAN RIVER AERODROME NO. 3 SUBDIVISION, according to the plat thereof as recorded in Plat Book 12, page 45, of the Public Records of Indian River County, Florida

to be subject to and encumbered by the Declaration of Restrictions dated August 18, 1987, and recorded August 20, 1987, in Official Records Book 776, page 2187, Public Records of Indian River County, Florida, and from the recording of this Declaration, Lot 42, Indian River Aerodrome No. 3 Subdivision as above described shall be subject to all of the rights and obligations as set forth in the Declaration of Restrictions and shall be used solely for

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Return To: George C. Collins, Jr., Esq. (an)
P. O. Box 3686, Vero Beach, FL 32964

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10000400

residential purposes.

IN WITNESS WHEREOF, INDIAN RIVER AERODROME, INC. has caused these presents to be signed in its name by its President, and its corporate seal to be affixed and attested by its Secretary, on this 30th day of April, 1990.

Signed, sealed, and delivered in the presence of:

William H. Kaser
Witness
Margaret Averill
Witness

INDIAN RIVER AERODROME, INC.

By: *William H. Kaser*
William H. Kaser
President

Attest: *Landis G. Ketner*
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, well known to me to be the President and Secretary of INDIAN RIVER AERODROME, INC., who executed the foregoing instrument, and he 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 County and State last aforesaid this 30th day of April, 1990.

Margaret Averill
Notary Public, State of
Florida at Large.

My Commission Expires:

(Notary Seal)



"OFFICIAL NOTARY SEAL"
MARGARET AVERILL
MY COMM EXP 7/22/93

Prepared By:
GEORGE G. COLLINS, JR., ESQ.
Collins, Brown & Caldwell
744 Beachland Blvd.
Vero Beach, FL 32963
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This instrument prepared by/instrument:
Janet Stanki Abely, Esquire
P.O. Box 690005
Vero Beach, FL 32969-0005
561-367-9406

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

Return to William S. Ford P.O. Box 69045 Vero Beach, FL 32969-0445

AGREEMENT TO CORRECT CLERICAL ERROR IN LEGAL DESCRIPTION

This Agreement is made and entered into this 30 day of August 1998, by and between **INDIAN RIVER AERODROME, INC.**, a dissolved Florida corporation, whose last post office address was 495 Nieuport Drive, Vero Beach, Florida 32968, hereinafter called the "Developer," and **INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, whose post office address is 460 Sopwith Drive, Vero Beach, Florida 32968, hereinafter called the "Association";

WHEREAS the Developer developed three subdivisions in Indian River County, Florida, legally described as follows:

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,

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,

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 the Developer recorded deed restrictions governing the three subdivisions described above "....to restrict and promote development of the property in a high class residential neighborhood....for the benefit and protection of present and future owners....;"

WHEREAS the deed restrictions covering Indian River Aerodrome Subdivision were recorded and modified in the Public Records of Indian River County, Florida, at the following Official Record Book and Page numbers:

- Original Restrictions - OR Book 410, Page 473
- First Amendment - OR Book 634, Page 1056
- Second Amendment - OR Book 635, Page 341
- Third Amendment - OR Book 641, Page 2245;

WHEREAS the deed restrictions covering Indian River Aerodrome No. 2 Subdivision were recorded and modified in the Public Records of Indian River County, Florida, at the following Official Record Book and Page numbers:

- Original Restrictions - OR Book 537, Page 763
- First Amendment - OR Book 634, Page 1056
- Second Amendment - OR Book 635, Page 339
- Third Amendment - OR Book 641, Page 2249;

WHEREAS the subdivisions described above contain taxiways and/or taxiway easements, road and right of way easements, runway, runway overrun, lake and park area and a lot that had been set aside by the Developer for recreational use by members of the Association, some of such "common elements" having been dedicated on the plats of the subdivisions and others conveyed later by the Developer to the Association;

WHEREAS the "common elements" conveyed by the Developer to the Association after the dedication of the plats of the three subdivisions described above include the following lands:

Runway conveyed by Quit Claim Deed, dated February 18, 1987, filed in Official Record Book 761, Page 829, Public Records of Indian River County, Florida, and Corrective Quit Claim Deed, dated March 1, 1989, filed in Official Record Book 825, Page 338, Public Records of Indian River County, Florida;

Right to use runway overrun granted by the "Poltras" Agreement dated February 24, 1976, filed in Official Record Book 511, Page 312, Public Records of Indian River County, Florida, and modified by that Agreement dated August 1, 1986, filed in Official

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Record Book 742, Page 2459, Public Records of Indian River County, Florida;

Lake and Park Area conveyed by Warranty Deed, dated May 22, 1998, filed in Official Record Book 1211, Page 1719, Public Records of Indian River County, Florida;

Lot 23 of Indian River Aerodrome No. 2 Subdivision, conveyed by Warranty Deed dated April 3, 1979, filed in Official Record Book 583, Page 254, Public Records of Indian River County, Florida, said lot more particularly described as follows:

Lot 23, Indian River Aerodrome No. 2 Subdivision, according to the Plat thereof filed in the Office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 8, Page 91, of the Public Records of Indian River County, Florida,

(hereinafter sometimes called "Lot 23");

WHEREAS the Developer transferred Lot 23 to the Association with the express understanding that Lot 23 be used exclusively for recreational purposes of the Association; and not as a single family home building lot for resale by the Association or for any other use, as evidenced by the following historical facts:

(a) The Developer made a written offer to the Association, dated November 23, 1976, offering to donate the lot to the Association "...to be used exclusively for recreational purposes..." (however) "Should there be no activity towards developing recreational facilities on this lot by the end of 1978, the offer will be withdrawn;"

(b) Overwhelming acceptance by the Association of the Developer's offer evidenced by written ballots cast by members of the Association in December of 1976 and recorded in the minutes of the Association, with only three ballots against the acceptance of Lot 23, and subsequent minutes in 1977 and 1978 approving the borrowing of funds by the Association from the Developer to make improvements to Lot 23;

(c) Proof of construction of tennis court on Lot 23 in 1978, shown by paid receipts to the Association from Global Paving Systems, Inc., dated September 20, 1978, in the amount of \$3,900.00 for "asphalt paving of tennis court" and from D&J Asphalt Sealers, Inc., dated October 9, 1978, in the amount of \$2,000.00 for "colorecoat tennis court; install net and posts;"

(d) Transfer of Lot 23 to the Association by Warranty Deed described above following constructions of the tennis court, and a purchase money mortgage covering Lot 23 from the Association to the Developer, dated April 3, 1979, securing payment of a note in the original principal amount of \$5,000.00, together with interest at the rate of 8% per annum, showing that the Association was re-paying the Developer for funds advanced to construct the tennis court on Lot 23;

WHEREAS the Association and its members have always considered Lot 23 to be a recreational lot for use by all members and having no vote in matters where subdivision lot owners are entitled to vote, as evidenced by the following historical facts:

(e) The First Amendment to Deed Restrictions covering Indian River Aerodrome Subdivision and Indian River Aerodrome No. 2 Subdivision, dated November 8, 1981, filed in OR Book 634, Page 1056, as described above, contained signature lines for the owners of all lots in said subdivisions and the actual signatures of all lot owners approving the First Amendment, with the exception of the signature line for Lot 23, which contained the words "Rec. Lot;"

(f) The Second Amendment to Deed Restrictions covering Indian River Aerodrome Subdivision and Indian River Aerodrome No. 2 Subdivision, dated December 15, 1981, and filed in OR Book 635, Page 341, and OR Book 635, Page 339, respectively, as described above, was approved in a separate writing containing signature lines for the owners of all lots in said subdivisions and the actual signatures of all lot owners approving the Second Amendment, with the exception of the signature line for Lot 23, which contained the phrase "(Recreational lot);"

(g) Ballot sheets for annual meetings of members of the Association have listed Lot 23 as "Recreation Area" with no vote to be registered for that lot;

(h) Directories containing names, addresses and telephone numbers of lot owners in the three subdivisions showed such information for Lot 23 as "Recreational Area;"

WHEREAS the Developer warrants and represents to the Association that it was never the intent of the Developer to include Lot 23 in the deed restrictions common to Indian River Aerodrome Subdivision or Indian River Aerodrome No. 2 Subdivision, and the inclusion of Lot 23 in the deed

restrictions was in fact a clerical error;

WHEREAS it has recently come to the attention of the Developer that the legal description of the lots in Indian River Aerodrome Subdivision No. 2 covered by the deed restrictions inadvertently included Lot 23, and the Developer desires to correct that clerical error;

WHEREAS correcting the clerical error is a necessary step in winding up affairs of the Developer corporation;

WHEREAS, as a result of the clerical error bringing Lot 23 into the single family home lot category, the Indian River County Property Appraiser's Office may have the right to tax Lot 23 as a single family homestead, thereby greatly increasing the tax burden to the Association;

NOW, THEREFORE, in consideration of \$1.00, the performance of the terms and conditions stated below, and other good and valuable consideration, the Developer and the Association agree as follows:

1. The foregoing premises are true and correct, and the consideration named above is sufficient to make this Agreement legally binding upon the parties.

2. The legal description contained in the Declaration of Restrictions Applicable to Indian River Aerodrome No. 2 Subdivision, dated September 3, 1975, and filed in Official Record Book 537, Page 763, Public Records of Indian River County, Florida, is hereby amended to read as follows:

"Lots 24 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."

The effect of this paragraph is to delete Lot 23 from the lots covered by the said Declaration of Restrictions Applicable to Indian River Aerodrome No. 2 Subdivision, and all amendments thereto, and to give full expression to the mutual understanding between the Developer and the Association that Lot 23 is to be used and enjoyed by members of the Association as a recreational lot and for no other use.

3. The Association, as the owner of Lot 23, hereby consents to the correction of the clerical error in the legal description of the deed restrictions as set forth above.

By signing their names below, the parties acknowledge that they have read the foregoing Agreement, that they believe it is fair, reasonable and accurate in all respects, and that they intend to be legally bound by its terms.

Signed, sealed and delivered in the presence of:

James E. Young
Signature of 1st witness as to Developer
JAMES E. YOUNG
Printed name of 1st witness as to Developer
Nick W. [unclear]
Signature of 2nd witness as to Developer
Nick W. [unclear]
Printed name of 2nd witness as to Developer

Cindy Boyzel
Signature of 1st witness as to Association
Cindy Boyzel
Printed name of 1st witness as to Association
Dale W. Ford
Signature of 2nd witness as to Association
DALE W. FORD
Printed name of 2nd witness as to Association

Indian River Aerodrome, Inc.

By: William H. Kaser
William H. Kaser, President
And: Landis G. Ketner
Landis G. Ketner, Secretary
Developer's last mailing address:
495 Newport Drive
Vero Beach, Florida 32968
"Developer"

Indian River Aerodrome Property Owners Association, Inc.

By: William S. Ford President
William S. Ford, President
460 Sopwith Drive
Vero Beach, Florida 32968
"Association"

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

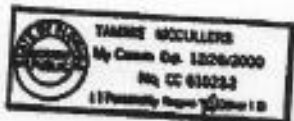
The foregoing instrument was acknowledged before me this 20 day of August 1998, by William H. Kaser, and Landis G. Ketner, as president and secretary, respectively, of Indian River

DR 1232Pg 1773

DR 1423Pg 0489

Aerodrome, Inc., a dissolved Florida corporation, on behalf of the corporation. William H. Kazer is personally known to me / produced current FL Driver License (circle one of the foregoing types of ID) as identification. Landis G. Ketner is personally known to me / produced current FL Driver License (circle one of the foregoing types of ID) as identification.

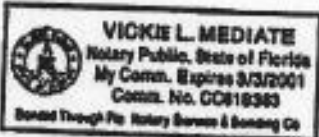
Signature of Notary: Jamie McCullers
Printed Name of Notary:
Commission Number:
Expiration Date:
Notary Stamp or Seal:



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of August 1998, by William S. Foed, as president of Indian River Aerodrome, Inc., a Florida corporation not for profit, on behalf of the corporation; said individual is personally known to me / produced current FL Driver License (circle one of the foregoing types of ID) as identification.

Signature of Notary: Vickie L. Mediate
Printed Name of Notary:
Commission Number:
Expiration Date:
Notary Stamp or Seal:



OR 1232PE1774

OR 1423PE0490

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

- I. 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.
- II. 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

ARTICLE V - PROPERTY

The property governed by the membership of the Association shall include Lots 1 through 40, adjacent runways, taxiways, roadways, and other deeded properties as filed under INDIAN RIVER AERODROME SUBDIVISION and INDIAN RIVER AERODROME SUBDIVISION NUMBER TWO in the office of the Clerk of Circuit Court of Indian River County, Florida.

ARTICLE VI - ASSESSMENTS

I. 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.

II. 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.

III. 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 due, together with interest thereon and reasonable attorneys' fees for collection, shall be secured by a lien upon the delinquent owners lot.

IV. 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.

V. 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 VI - 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 VII - 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 VIII - ENFORCEMENT

I. 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.

II. 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 IX

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 X - 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.

Landon B. Katus
President

Frederick Lindquist
Vice President

Donald F. Service
Treasurer

Harold Gale Fletcher
Secretary

Dated APRIL 4, 1982

I certify that I have read the By-Laws of the preceding pages and have affixed by signature to indicate approval of them:

OR 1423PG 01, 91,

ARTICLES OF INCORPORATION

OF

INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC.

FILED
JUN 3 1973
INDIAN RIVER COUNTY
FLORIDA

WE, the undersigned, for the purpose of forming a corporation, not for profit, under and pursuant to Chapter 617, Florida Statutes of 1971, do herewith and hereby adopt the following Articles of Incorporation, to wit:

I

The name of the corporation shall be INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC. and it shall be located in Indian River County, Florida, and its headquarters shall be located in Vero Beach, Indian River County, Florida.

II

The purpose for which the corporation is organized shall be to preserve, protect and promote the interest of the property owners of INDIAN RIVER AERODROME SUBDIVISION.

III

The members of the Association will consist of the record owners of the lots in the INDIAN RIVER AERODROME SUBDIVISION, which subdivision is platted in Indian River County, Florida.

The membership of the corporation shall be governed by its Board of Directors, consisting of 3 Directors elected by the membership. Each Director shall serve for two years. On alternate years, the membership shall elect 1 Director then 2 Directors. Directors shall be eligible for reelection. The officers of the Association shall consist of President, Vice President and Secretary-Treasurer. These shall be elected from the Board of Directors, by the Board of Directors. Any member shall be eligible to be a Director.

IV

Annual Election: a) The election of Directors shall take place in the month of March each year or as the by-laws may designate. Members shall be notified in writing at least two

weeks prior to said elections, and the notification shall be accompanied by a ballot and a return-addressed envelope. Votes shall be counted within one week following the deadline for return of ballots, and the new Board of Directors shall meet during the month of March to elect the officers for the coming corporation year.

b) The newly elected officers shall take office immediately upon their election.

c) Notice of the new slate of officers and directors shall be sent to the press and the membership immediately following the annual meeting.

d) A nominating committee composed of three members, at least one of whom shall be a director, shall be named each year by the President. It shall submit a slate of nominees for the openings on the Board of Directors, and it shall be responsible for the mailing out of ballots to members by March 1. The date of mailing by March 10 shall be stipulated in the ballot instructions.

e) The term of office for the Officers of the corporation shall be one year, subject to re-election by an incoming Board of Directors.

f) Interim appointments to the Board or to a position or an officer shall be made by the Directors to fill a vacancy until the expiration of the term held by the vacating member.

g) Notwithstanding the above, the first election of directors will not be held until the developer elects to terminate its control of the association or until March 1, 1975, whichever first occurs. The directors named in these Articles will serve until the first election of Directors and any vacancies in their number occurring before the first election will be filled by the remaining directors.

V

Meetings: a) The Board of Directors will meet monthly. A

statement of the business transacted will be sent to the members. A majority of its members shall constitute a quorum and a majority of those present shall govern.

b) The Directors may call a meeting of the membership as a whole, with members being given a notification in writing of the time and place at least one week in advance.

VI

Membership: The names of the persons who shall compose the initial membership of the corporation to serve until the first meeting of the initial membership of the corporation are as follows:

William Kaser	2065-63rd Court	Vero Beach, Florida
Landis Kettner	1825 - 14th Avenue	Vero Beach, Florida
Bruce McCullough	975 Clemans Avenue	Vero Beach, Florida

The share of a member and the funds and assets of the association cannot be assigned, hypothecated or transferred in any manner except upon sale or gift of the lot to an heir, successor or assign.

VII

The powers of the association will include the following:

- a) To make and collect assessments against members to defray costs.
- b) To enforce the By-Laws of the Association.

VIII

Dues shall be Three Dollars (\$3.00) per individual member per year and Six Dollars (\$6.00) per family. The Board of Directors have the right to suggest a change in the yearly dues, subject to the approval of the members at the annual meeting. Dues shall not be in effect until the developer relinquishes control of the association.

The names and residences of the subscribers to these Articles of Incorporation are as follows:

William Kaser	2065 - 63rd Court	Vero Beach, Florida
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Landis Ketner 1825 - 14th Avenue Vero Beach, Florida
Bruce McCullough 975 Clemans Avenue Vero Beach, Florida

IX

The names of the officers who are to manage the affairs of the corporation until the first election under these Articles of Incorporation and the names of the first Board of Directors who shall likewise hold office until the first election under these Articles of Incorporation are as follows:

President and Director - William Kaser
Vice President and Director - Landis Ketner
Secretary and Director - Bruce McCullough

X

The corporation shall exist perpetually unless dissolved according to law.

XI

Dissolution: Upon dissolution of the Corporation, all of its assets remaining after payment of any outstanding bills, plus costs and expenses of such dissolution, shall be distributed to organizations which have qualified for exemption under Section 501 (c) (3) of the Internal Revenue Code, or the Federal Government or to a State or local government, for a public purpose, and none of the assets will be distributed to any member or officer of this corporation.

XII

The by-laws of the corporation may be made, altered or rescinded by a majority vote of the members of the corporation at any general meeting of the members of the corporation.

XIII

Amendments to the Articles of Incorporation of the corporation may be proposed and adopted by two-thirds (2/3) vote of the members of the corporation in attendance at any general meeting of the members of the corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of July, 1973.

William Kaser
William Kaser
Landis Kötner
Landis Kötner
Bruce McCullough
Bruce McCullough

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer authorized to take acknowledgments in the aforesaid State and County, personally appeared WILLIAM KASER, LANDIS KÖTNER, and BRUCE McCULLOUGH to me known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal this 2 day of June 1973.

Notary Public, State of Florida at Large
My Commission expires: 12/31/76

(SEAL)

Notary Public, State of Florida at Large.
My Commission Expires Dec. 31, 1976.

COVENANTS AND RESTRICTIONS BEING PRESERVED

1. Plat of Indian River Aerodrome, recorded in Plat Book 8, Page 55, Public Records in and for Indian River County, Florida.
2. Plat of Indian River Aerodrome No. 2, recorded in Plat Book 8, Page 91, Public Records of Indian River County, Florida.
3. Plat of Indian River Aerodrome No. 3, recorded in Plat Book 12, Page 45, Public Records in and for Indian River County, Florida.
4. Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision, recorded in Official Record Book 410, beginning at page 473, Public Records in and for Indian River County, Florida.
5. Agreement recorded in Official Record Book 511, beginning at page 312, Public Records in and for Indian River County, Florida.
6. Declaration of Restrictions Applicable to Indian River Aerodrome No. 2 Subdivision, recorded in Official Record Book 537, beginning at page 763, Public Records in and for Indian River County, Florida.
7. Amendment to Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision and Declaration of Restrictions Applicable to Indian River Aerodrome No. 2 Subdivision, recorded in Official Record Book 634, beginning at page 1056, Public Records in and for Indian River County, Florida.
8. Second Amendment to Declaration of Restrictions Applicable to Indian River Aerodrome No. 2 Subdivision, recorded in Official Record Book 635, beginning at page 339, Public Records in and for Indian River County, Florida.
9. Second Amendment to Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision recorded in Official Record Book 635, beginning at page 341, Public Records in and for Indian River County, Florida.
10. Third Amendment to Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision, recorded in Official Record Book 641, beginning at page 2245, Public Records in and for Indian River County, Florida.
11. Certificate of Amendment to Declaration of Restriction Applicable to Indian River Aerodrome No. 2 Subdivision, recorded in Official Record Book 641, beginning at page 2249, Public Records in and for Indian River County, Florida.

EXHIBIT "D"

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12. Easement recorded in Official Record Book 655, beginning at page 2372, Public Records in and for Indian River County, Florida.
13. Quit-Claim Deed recorded in Official Record Book 761, beginning at page 829, Public Records in and for Indian River County, Florida.
14. Agreement recorded in Official Record Book 712, beginning at page 2459, Public Records in and for Indian River County, Florida.
15. Declaration of Restrictions Applicable to Indian River Aerodrome No. 3 Subdivision, recorded in Official Record Book 776, beginning at page 2187, Public Records in and for Indian River County, Florida.
16. Corrective Quit-Claim Deed, recorded in Official Record Book 825, beginning at page 338, Public Records in and for Indian River County, Florida.
17. Notice recorded in Official Record Book 849, beginning at page 1661, Public Records in and for Indian River County, Florida.
18. Dedication recorded in Official Record Book 863, beginning at page 1426, Public Records in and for Indian River County, Florida.
19. Agreement to Correct Clerical Error in Legal Description, recorded in Official Record Book 1232, beginning at page 1771, Public Records in and for Indian River County, Florida.