

RECORD AND RETURN TO McKINNON & McKINNON
THIS INSTRUMENT WAS PREPARED BY:
Charles W. McKinnon, Esquire
3405 Ocean Drive
Vero Beach, Florida 32963

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

NOTICE PURSUANT TO CHAPTER 712 OF THE FLORIDA STATUTES

This is a Notice within the meaning of Florida Statutes §§712.05 and 712.06 which is filed for the purpose of preserving certain covenants and restrictions specifically referred to hereafter from extinguishment in accordance with the provisions of Chapter 712 of the Florida Statutes, the Florida Marketable Record Titles to Real Property Act.

Indian River Aerodrome Property Owners Association, Inc., a Florida not-for-profit corporation, is a "homeowner's association" as defined by Florida Statute §712.01(4).

At a meeting duly held in accordance with the requirements of the Articles of Incorporation and By-Laws of Indian River Aerodrome Property Owners Association, Inc., on the 26th day of July, 2001, and as required by Florida Statute §712.05, forty-eight (48) voting members of the said Association, which represented One Hundred Percent (100%) of the voting membership represented in person or by proxy at such meeting, and which also represented approximately eighty-seven percent (87%) of the entire voting membership of the Association, voted affirmatively to preserve those covenants and restrictions that are specifically referred to hereafter in Exhibit C and Exhibit D.

In accordance with Florida Statute §712.06:

- (a) The name and address of the homeowners association is:

Indian River Aerodrome Property Owners Association, Inc.
460 Sopwith Drive
Vero Beach, Florida
- (b) The names and post office addresses of the persons in whose names said properties (lands) are assessed on the last complete tax assessment roll of Indian River County, Florida, at the time of this filing, who for the purposes of this Notice, shall be deemed to be owners, are set forth specifically in Exhibit A attached hereto and made a part hereof.
- (c) A full and complete description of all lands affected by this Notice is set forth specifically in Exhibit B attached hereto and made a part hereof.
- (d) A copy of the covenants and restrictions being preserved hereby are set forth specifically in Exhibit C attached hereto and made a part hereof.
- (e) The covenants and restrictions being preserved hereby are described and identified by reference to the Official Record Book and Page Number in which the same were recorded in Exhibit D attached hereto and made a part hereof.

438.00

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UNRECORDED

IN WITNESS WHEREOF, Indian River Property Owners Association, Inc., a Florida not-for-profit corporation, 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, this 13 day of AUGUST, 2001.

Signed in the presence of:

Catherine Horton
CH

INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC.

BY: [Signature]
President (CORPORATE SEAL)

ATTEST:

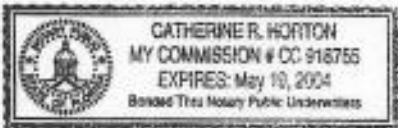
Trevor Linton-Smith
Secretary

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 acknowledgements, personally appeared IAN WOLFENDEN and TREVOR LINTON-SMITH known to be the President and Secretary, respectively, of Indian River Aerodrome Property Owners Association, 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.

WITNESS MY HAND and official seal in the county and state last aforesaid this 13 day of AUGUST, 2001.



Catherine R. Horton
Notary Public, State of Florida

DR 1473960000

DESCRIPTION OF LANDS

Lots 1 through 22, Indian River Aerodrome, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida, recorded in Plat Book 8, Page 55, said land situate, lying and being in Indian River County, Florida.

Lots 23 through 40, Indian River Aerodrome, No. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida, recorded in Plat Book 8, Page 91, said land situate, lying and being in Indian River County, Florida.

Lots 41 and 43 through 56, Indian River Aerodrome, No. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida, recorded in Plat Book 12, Page 45, said land situate, lying and being in Indian River County, Florida.

EXHIBIT "B"

000000000000000000

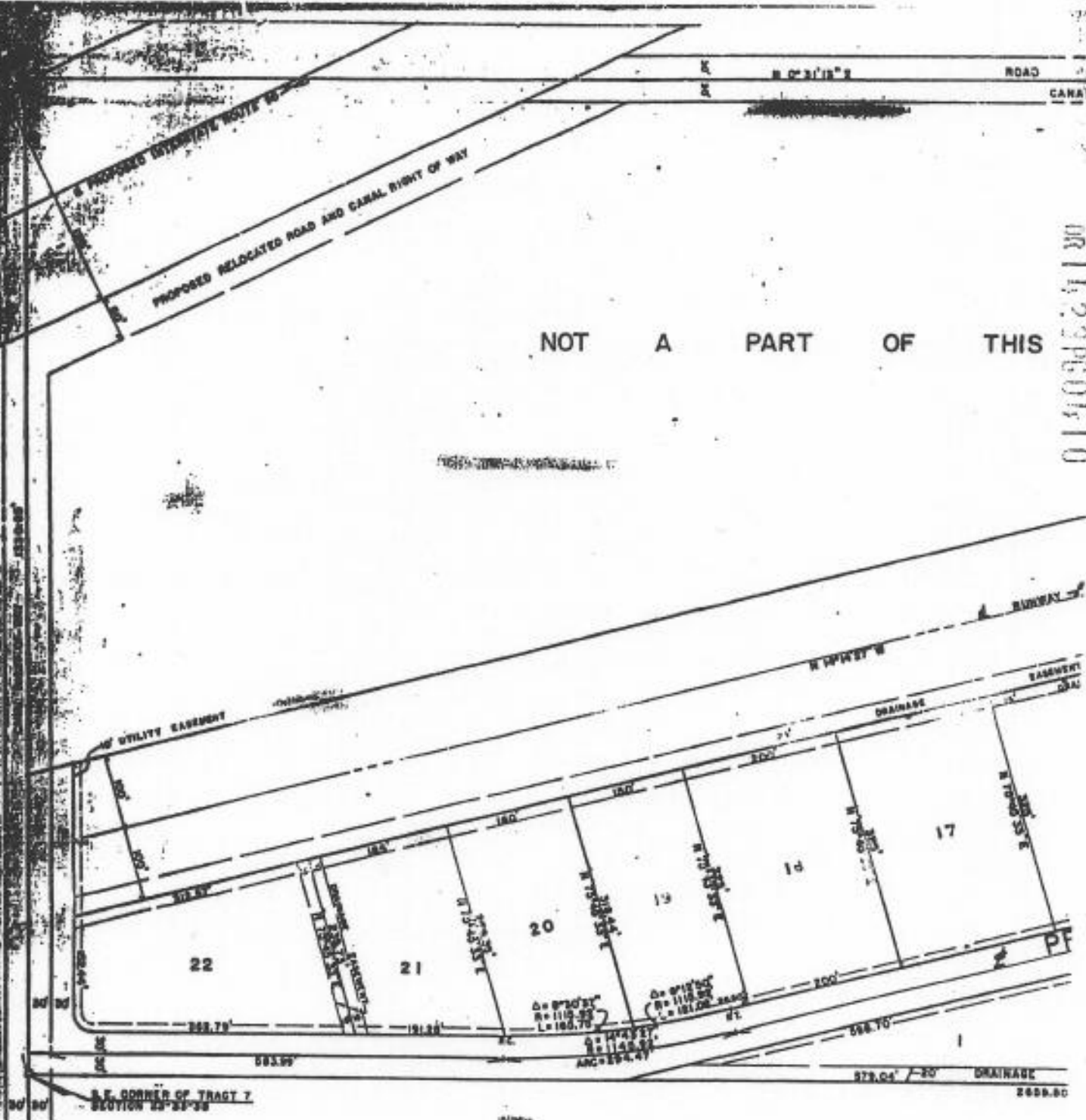
COPY OF COVENANTS AND RESTRICTIONS BEING PRESERVED.

EXHIBIT "C"

604093076100

8-55

OR 14,23 PG 04-10



NOTE

THE ROADS & DRAINAGE DITCHES SHOWN HEREON WILL NOT BE IMPROVED OR MAINTAINED BY THE COUNTY.

PLAT

INDIAN RIVER

BEING A SUBDIVISION OF PART OF TRACT 2 AND 7, SECTION 23, TOWNSHIP 33-2 RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF ST. LUCIE COUNTY

CERTIFICATE OF DEDICATION

ACKNOWLEDGEMENT

JOINER AND CONSENT TO DEDICATION

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

THIS IS TO CERTIFY THAT THE LANDS AS SHOWN ON THIS PLAT ARE THE PROPERTY OF INDIAN RIVER... AND A CORPORATION OF THE STATE OF FLORIDA... I HEREBY DEDICATE TO THE PERPETUAL...

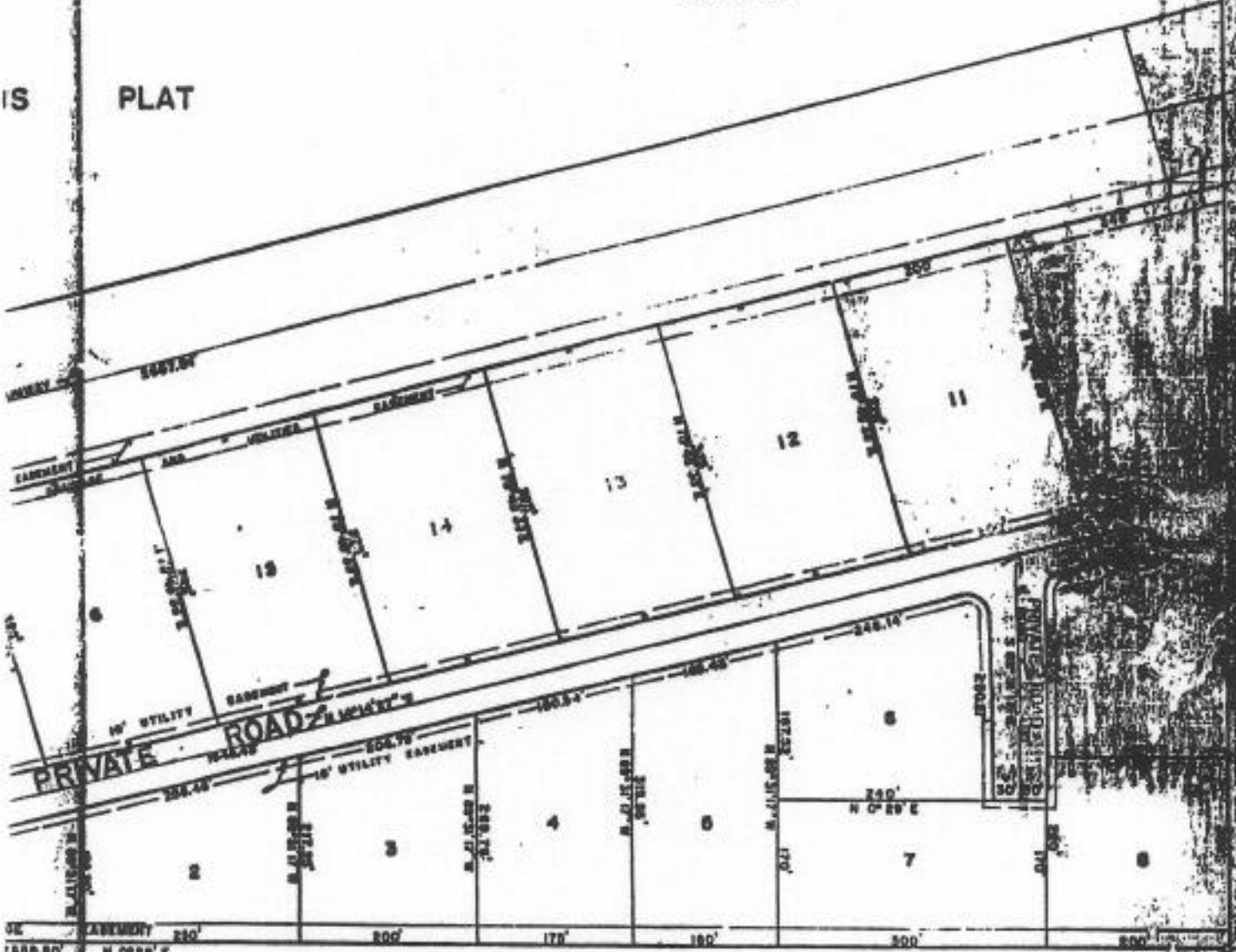
I HEREBY CERTIFY THAT ON THIS 9 DAY OF SEPTEMBER 1972, BEFORE ME PERSONALLY... AND RESPECTIVELY PRESIDENT AND SECRETARY OF INDIAN RIVER... AND SECRETARY OF THE BOARD OF COUNTY COMMISSIONERS...

Dorothy A. Shores
MORTGAGE HOLDER DO HEREBY SUBORDINATE MY MORTGAGE LIEN AND AGREE TO THE PLATTING AND DEDICATION BY THE OWNER OF THIS PLAT THIS 11 DAY OF MARCH 1972

AD RIGHT OF WAY
CARA RIGHT OF WAY



IS PLAT



N.E. CORNER OF TRACT
SECTION 25-28-20

NOTE

1. P.M.'S SET AT INTERSECTION OF STREET RIGHTS-OF-WAY.
2. CORNER LOT DIMENSIONS ARE TO INTERSECT OF - -
3. UNLESS OTHERWISE NOTED, 20' BEGINS AT INT. - -

OF
ER AERODROME

35 SOUTH, RANGE 28 EAST OF INDIAN RIVER FARMS COMPANY SUBDIVISION, AS COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA

SURVEYORS CERTIFICATE

CERTIFICATE OF CLERK OF CIRCUIT COURT

CERTIFICATE OF APPROVAL

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

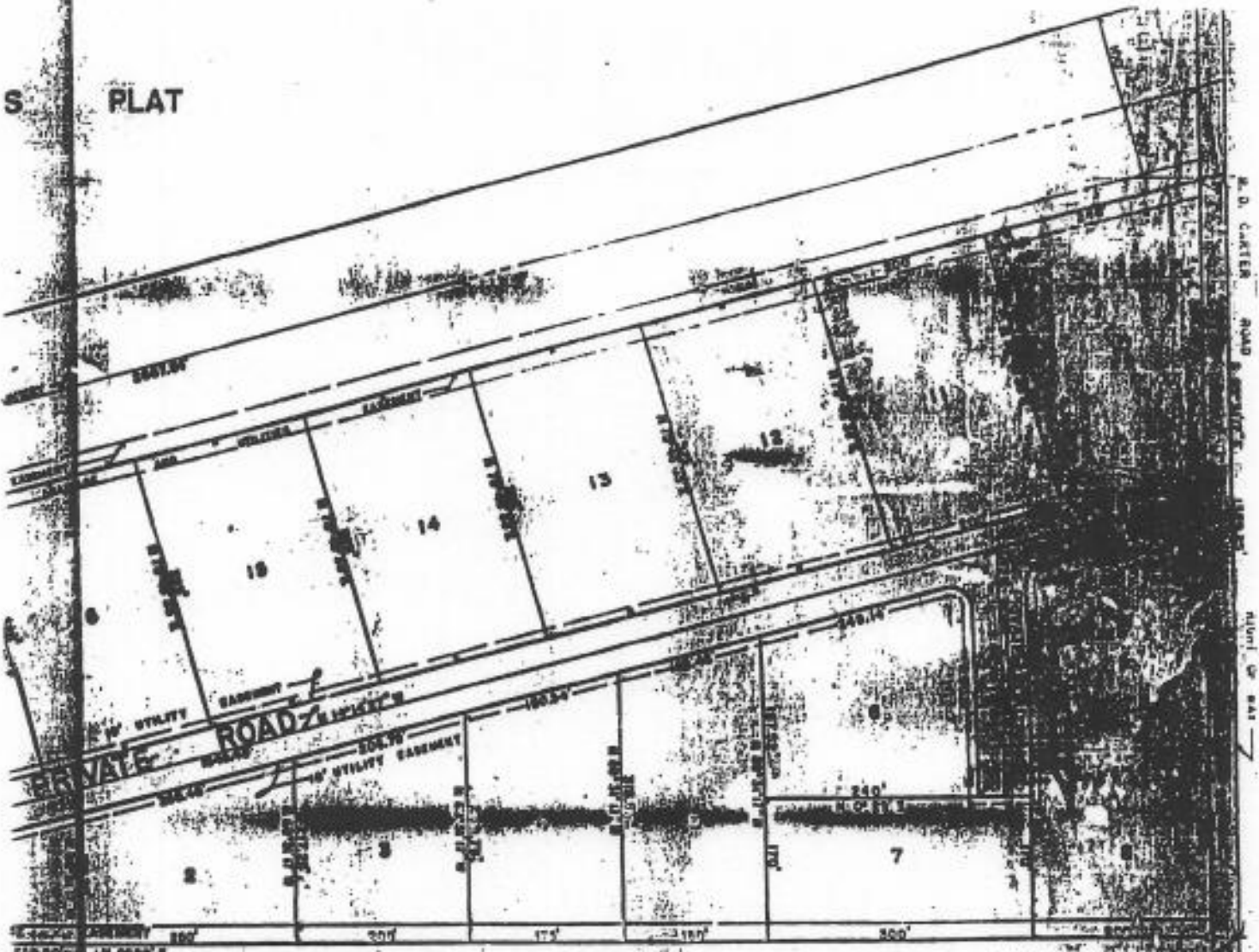
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF INDIAN RIVER, FLORIDA, AND THAT IT COMES INTO ACCORDANCE WITH ALL THE LAWS AND REGULATIONS PERTAINING TO THE SAME.

I, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION AND THAT IT COMES INTO ACCORDANCE WITH ALL THE LAWS AND REGULATIONS PERTAINING TO THE SAME.

THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION IS HEREBY APPROVED BY JACK O. [Name], CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, THIS [Date] DAY OF [Month], 19[Year].

S PLAT



N.E. CORNER OF TRACT SECTION 25-3

NOTE

- 1. P.R.M.'S SET AT INTERSECTION OF STREET RIGHTS-OF-WAY.
- 2. CORNER LOT DIMENSIONS ARE TO INTERSECT OF
- 3. UNLESS OTHERWISE NOTED, 88' BEING AT INT.

OF
AERODROME

RANGE 38 EAST OF INDIAN RIVER FARMS COMPANY SUBDIVISION, AS COUNTY FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA

SHUTEY'S CERTIFICATE

CERTIFICATE OF CLERK OF CIRCUIT COURT

CERTIFICATE OF APPROVAL

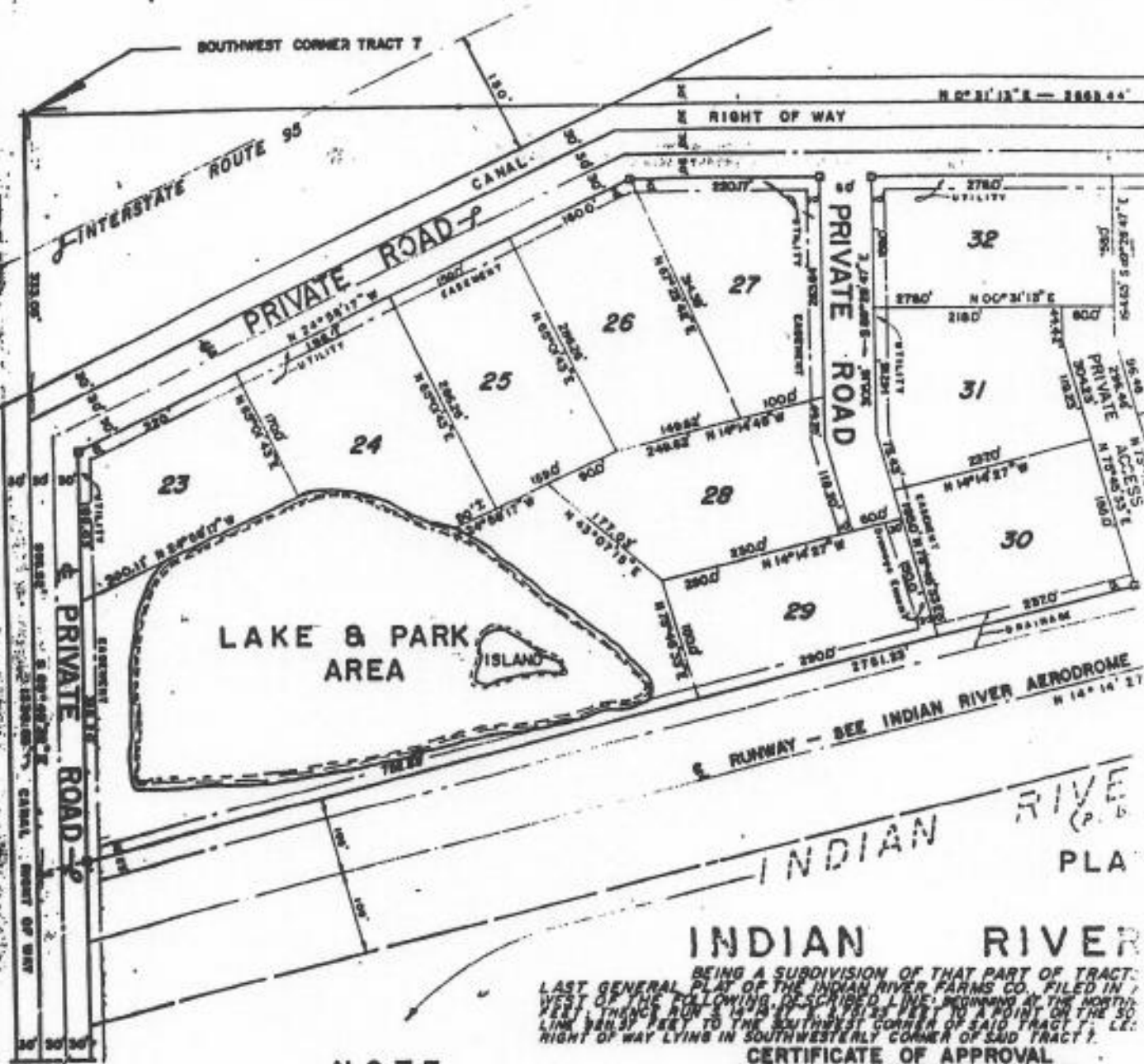
STATE OF FLORIDA
 COUNTY OF INDIAN RIVER
 I, SHUTEY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF INDIAN RIVER FARMS COMPANY SUBDIVISION AND THAT IT COMPLETS THE PLAT FILING LAWS OF THE STATE OF FLORIDA. THIS PLAT FILED FOR RECORD THIS 22ND DAY OF MAY 1954 IN THE OFFICE OF THE CLERK OF COURT OF INDIAN RIVER COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER
 I, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF INDIAN RIVER FARMS COMPANY SUBDIVISION AND THAT IT COMPLETS THE PLAT FILING LAWS OF THE STATE OF FLORIDA. THIS PLAT FILED FOR RECORD THIS 22ND DAY OF MAY 1954 IN THE OFFICE OF THE CLERK OF COURT OF INDIAN RIVER COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER
 I, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF INDIAN RIVER FARMS COMPANY SUBDIVISION AND THAT IT COMPLETS THE PLAT FILING LAWS OF THE STATE OF FLORIDA. THIS PLAT FILED FOR RECORD THIS 22ND DAY OF MAY 1954 IN THE OFFICE OF THE CLERK OF COURT OF INDIAN RIVER COUNTY, FLORIDA.



James S. Harris
 JAMES S. HARRIS
 COUNTY ADMINISTRATOR



INDIAN RIVER
PLAT

INDIAN RIVER

BEING A SUBDIVISION OF THAT PART OF TRACT
LAST GENERAL PLAT OF THE INDIAN RIVER FARMS CO. FILED IN
WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTH
WEST CORNER OF A 14 1/2 AC. LOT LIES WEST TO A POINT ON THE 30
LINK BOUNDARY PER TO THE SOUTHWEST CORNER OF SAID TRACT 7. L.C.
RIGHT OF WAY LYING IN SOUTHWESTERLY CORNER OF SAID TRACT 7.

CERTIFICATE OF APPROVAL

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION
NO. 2 IS HEREBY APPROVED BY JACK B. JENNINGS, THE ACCT.
REPRESENTATIVE OF THE BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA. SAID BOARD HAS DETERMINED
THAT THE ROADS AND EASEMENTS SHOWN ON THIS PLAT
NOT REQUIRED FOR PUBLIC USE AND THAT THEY ARE NOT
AND WILL NOT BE A PART OF THE COUNTY'S SYSTEM OF P.
ROADS AND SAID BOARD HAS WAIVED A DEDICATION OF TH
SAME TO THE PUBLIC AND HAS APPROVED THIS PLAT. TH
ROADS AND EASEMENTS WILL NOT BE IMPROVED OR MAI
TAINED BY THE COUNTY. DATED THIS 13TH DAY OF
September, 1974.

Jack B. Jennings
JACK B. JENNINGS
COUNTY ADMINISTRATOR

NOTE

THE ROADS & DRAINAGE DITCHES
SHOWN HEREON WILL NOT BE IM-
PROVED OR MAINTAINED BY THE
COUNTY, UNTIL SUCH TIME AS
THEY BECOME A PART OF THE
COUNTY SYSTEM.

SURVEYORS CERTIFICATE

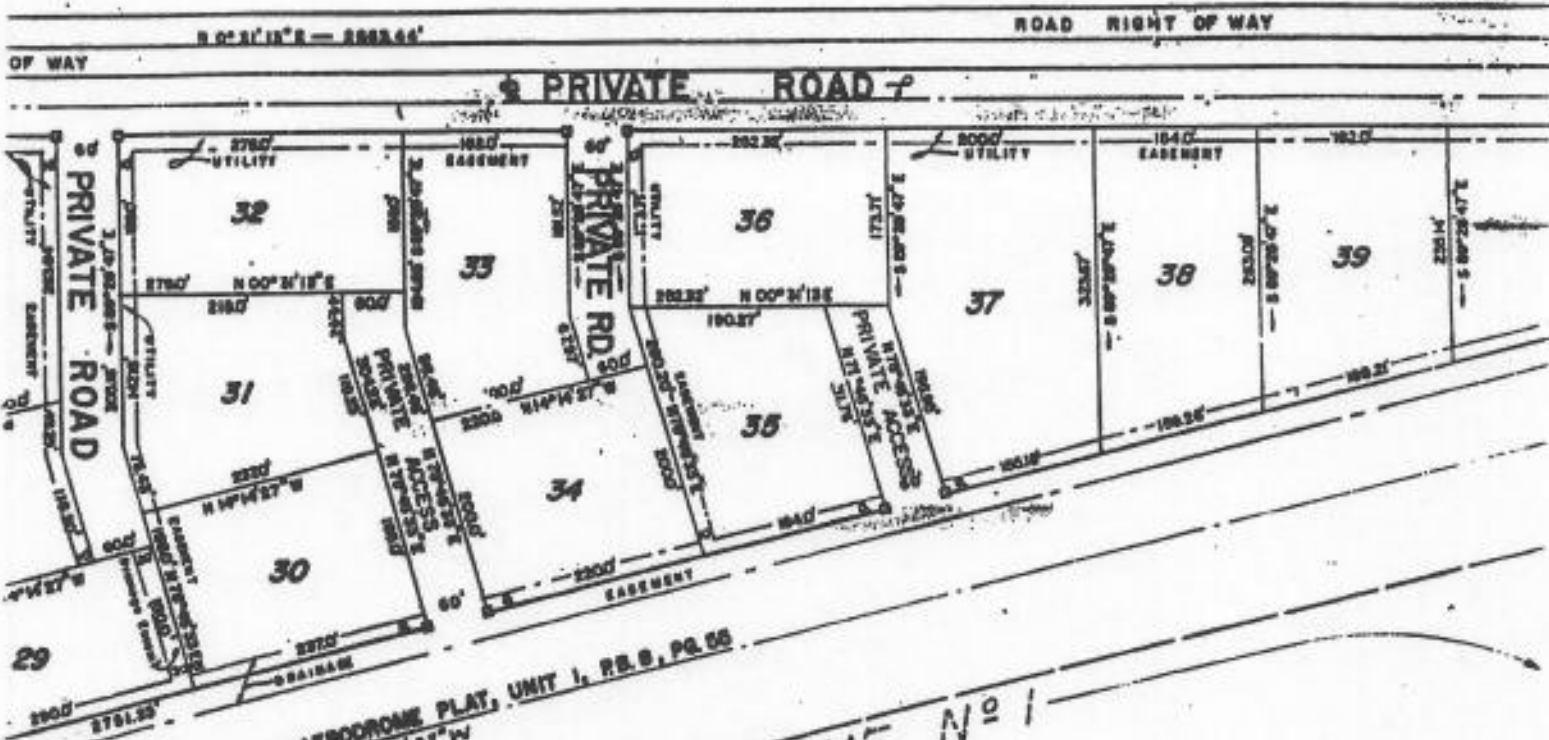
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT
THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION
NO. 2 IS MADE FROM AN ACTUAL SURVEY MADE UNDER
MY DIRECT SUPERVISION AND THAT IT IS A CORRECT
REPRESENTATION OF THE LANDS PLATTED, AND THAT
PERMANENT MONUMENTS HAVE BEEN PLACED AS CALLED
FOR UNDER FLORIDA LAW

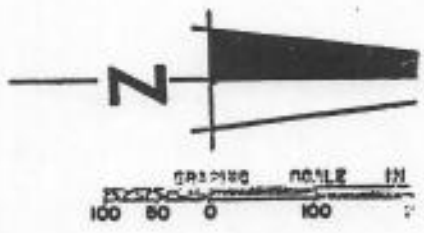
CERTIFICATE OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER
COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE
EXAMINED THIS PLAT OF INDIAN RIVER AERODROME
SUBDIVISION NO. 2, AND THAT IT COMPLIES IN FORM WITH
ALL THE PLAT FILING LAWS OF THE STATE OF FLORIDA.
THIS PLAT FILED FOR RECORD THIS 13TH DAY OF
September, 1974, AND RECORDED ON PAGE 91 OF
PLAT BOOK 6 IN THE OFFICE OF THE CLERK OF



INDIAN RIVER AERODROME No 1
PLAT OF



INDIAN RIVER AERODROME No 2

SUBDIVISION OF THAT PART OF TRACTS 6 AND 7, SECTION 25, TWP. 33 S., R9E, 38 EAST, ACCORDING TO THE INDIAN RIVER FARMS CO., FILED IN R.B. 2, PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLA., LYING IN SECTION 25, TWP. 33 S., R9E, 38 EAST, ALONG THE TRACT LINE BETWEEN THE SOUTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF SAID TRACT 7, LESS AND EXCEPTING THEREFROM, THAT PORTION OF INTERSTATE ROUTE 95

CERTIFICATE OF APPROVAL

FLORIDA
COUNTY OF INDIAN RIVER
THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, SAID BOARD HAS DETERMINED THAT THE LOTS AND EASEMENTS SHOWN ON THIS PLAT ARE NOT TO BE A PART OF THE COUNTY'S SYSTEM OF PUBLIC ROADS AND HAS WAIVED A DEDICATION OF THE LOTS TO THE PUBLIC AND HAS APPROVED THIS PLAT, THE EASEMENTS WILL NOT BE IMPROVED OR MAINTAINED BY THE COUNTY. DATED THIS 13TH DAY OF JULY, 1974.

Jack B. Jennings
JACK B. JENNINGS
COUNTY ADMINISTRATOR

JOINDER AND CONSENT TO DEDICATION

I, *Daniel B. Thomas*, THE MORTGAGE HOLDER DO HEREWITH SUBORDINATE MY MORTGAGE DEBT AND AGREE TO THE PLATTING AND DEDICATION BY THE OWNER OF THIS PLAT THIS 21ST DAY OF July, 1974.

Walter Wood *William L. Rawlins*
WITNESS SIGNED

CERTIFICATE

STATE OF FLORIDA
COUNTY OF INDIAN RIVER
THIS IS TO CERTIFY THAT THE LOTS AND EASEMENTS SHOWN ON THIS PLAT ARE THE PROPERTY OF THE INDIAN RIVER FARMS CO., INC., A CORPORATION OF THE STATE OF FLORIDA, AND THAT THE SAID LOTS AND EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC PART OF THE COUNTY'S SYSTEM OF PUBLIC ROADS AND THAT THE SAID LOTS AND EASEMENTS WILL NOT BE IMPROVED OR MAINTAINED BY THE COUNTY. IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND THE CORPORATE SEAL OF THE COUNTY OF INDIAN RIVER, FLORIDA, THIS 21ST DAY OF JULY, 1974.

William L. Rawlins
WILLIAM L. RAWLINS
COUNTY CLERK

CERTIFICATE OF CLERK OF CIRCUIT COURT

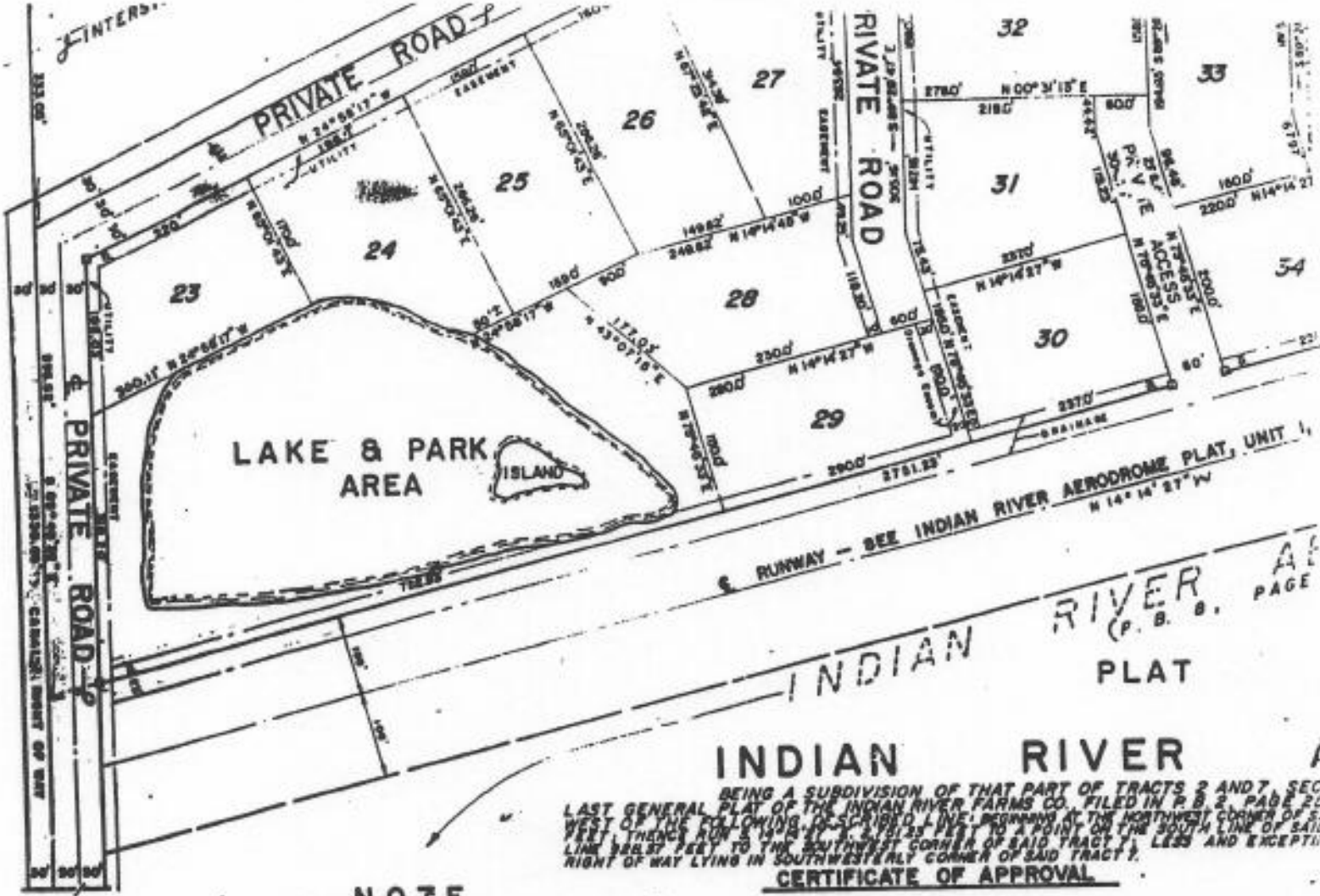
FLORIDA
COUNTY OF INDIAN RIVER
I, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE THIS DAY FILED FOR RECORD THIS PLAT OF INDIAN RIVER AERODROME No 2, AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA. DATED AND RECORDED ON THIS 21ST DAY OF JULY, 1974, AND RECORDED ON PAGE 21 OF 21 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF INDIAN RIVER
THIS IS TO CERTIFY THAT ON THIS 21ST DAY OF July, 1974 BEFORE ME PERSONALLY APPEARED *Daniel B. Thomas* TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION AND ACKNOWLEDGEMENT THEREOF TO BE A FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

ACKNO

STATE OF FLORIDA
COUNTY OF INDIAN RIVER
I HEREBY CERTIFY THAT I HAVE THIS DAY FILED FOR RECORD THIS PLAT OF INDIAN RIVER AERODROME No 2, AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA. DATED AND RECORDED ON THIS 21ST DAY OF JULY, 1974, AND RECORDED ON PAGE 21 OF 21 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT.



INDIAN RIVER AERODROME PLAT, UNIT 1,
 (P. B. 8.) PAGE 1

INDIAN RIVER
 BEING A SUBDIVISION OF THAT PART OF TRACTS 2 AND 7 SEC
 LAST GENERAL PLAT OF THE INDIAN RIVER FARMS CO., FILED IN P. B. 2, PAGE 20
 WEST OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE NORTHWEST CORNER OF SAID
 TRACTS 2 AND 7, N 14° 14' 27" W 2200' TO A POINT ON THE SOUTH LINE OF SAID
 LINE 9837 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 7, LESS AND EXCEPT
 RIGHT OF WAY LYING IN SOUTHWESTERLY CORNER OF SAID TRACT 7.

NOTE

THE ROADS & DRAINAGE DITCHES SHOWN HEREON WILL NOT BE IMPROVED OR MAINTAINED BY THE COUNTY, UNTIL SUCH TIME AS THEY BECOME A PART OF THE COUNTY SYSTEM.

CERTIFICATE OF APPROVAL
 STATE OF FLORIDA
 COUNTY OF INDIAN RIVER
 THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION NO 2 IS HEREBY APPROVED BY JACK B. JENNINGS, THE ACCREDITED REPRESENTATIVE OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA. SAID BOARD HAS DETERMINED THAT THE ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE NOT REQUIRED FOR PUBLIC USE AND THAT THEY ARE NOT AND WILL NOT BE A PART OF THE COUNTY'S SYSTEM OF PUBLIC ROADS AND SAID BOARD HAS WAIVED A DEDICATION OF THE SAME TO THE PUBLIC AND HAS APPROVED THIS PLAT. THE ROADS AND EASEMENTS WILL NOT BE IMPROVED OR MAINTAINED BY THE COUNTY. DATED THIS 13TH DAY OF September, 1974.
Jack B. Jennings
 JACK B. JENNINGS
 COUNTY ADMINISTRATOR

SURVEYORS CERTIFICATE

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER
 I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION NO 2 IS MADE FROM AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT IT IS A CORRECT REPRESENTATION OF THE LANDS PLATTED, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AS CALLED FOR UNDER FLORIDA LAW
 DATED THIS 12TH DAY OF JULY, 1974



Simon Peter Nusick
 SIMON PETER NUSICK
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NO 1192

CERTIFICATE OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER
 I, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF INDIAN RIVER AERODROME SUBDIVISION NO. 2, AND THAT IT COMPLIES IN FORM WITH ALL THE PLAT FILING LAWS OF THE STATE OF FLORIDA. THIS PLAT FILED FOR RECORD THIS 13TH DAY OF September, 1974, AND RECORDED ON PAGE 21 OF PLAT BOOK 8 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA.



Ralph Harris
 RALPH HARRIS
 CLERK OF CIRCUIT COURT
Shady Phillips
 DEPUTY CLERK

OFFICIAL RECORD

NOV 110 474

property and which said restrictions are:

1. No lot embraced on said plat shall be used for any other than single family residence purposes. There shall not exist on any lot at any time more than one residence, one garage, 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 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 residences or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by the architectural committee of Indian River Aerodrome, 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 of Indian River Aerodrome, Inc. reserves its 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 to and approved in writing by the Board of Directors of the corporation, to consist of no less than three nor more than five lot owners. However, if such Committee is not in existence or fails to approve or disapprove such design, plan and/or specifications within 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.

- 2 -

PAUL D. BURCH & GEORGE G. COLLINS, JR., ATTORNEYS AT LAW
P. O. BOX 2 2045 15th AVENUE - VERO BEACH, FLORIDA 34980
PHONE 547-3442

75001074110

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

6. No residence shall be erected, placed or permitted to remain on said lands or any part or parts thereof which covers less than 1000 square feet, exclusive of porches, garages, and airplane and automobile shelters.

7. No building, or any part thereof, including garages, airplane hangars, shall be erected on any lot closer than 10 feet from the front lot line, 15 feet from the side lot lines, and 15 feet from the rear lot line; however, where a single building is constructed on two or more lots, the side, front and rear lot lines shall refer only to the lot lines bordering on the adjoining property owners.

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

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

-3-

OFFICIAL RECORD

PAUL D. BURCH & GEORGE D. COLLINS, JR., ATTORNEYS AT LAW
P. O. BOX 8 - 2008 15TH AVENUE - SEASIDE BEACH, FLORIDA 32162
PHONE 267-3444

110 741475

775094824180

OFFICIAL RECORD

owner to eliminate and prevent offensive odors and any unsightly accumulations from wild animals.

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

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

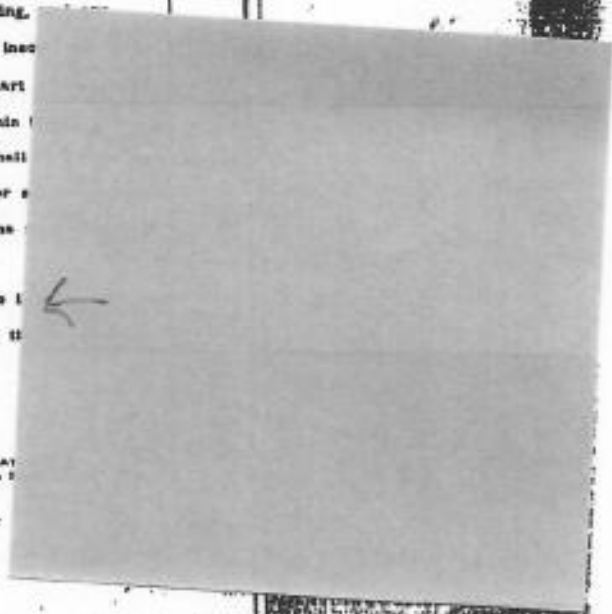
12. No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

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

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

15. The airplane hanger space on each lot shall be for only private use and a maximum size of 3400 interior square feet. Hangers must be approved by the corporation in the same manner as other structures.

16. The hanger may be built before the home is started. If the home is not started within 2 years from the time construction is started on the hanger.



17. No commercial business of any type shall be permitted, however, nothing herein contained shall be construed as preventing Indian River Aeroports, 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 50 feet from ground level.

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

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

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

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

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

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

OFFICIAL RECORD

PAUL S. BURKH & GEORGE C. COLLINS, JR., ATTORNEYS AT LAW
P. O. BOX 5, 2008 17TH AVENUE, VERO BEACH 33411, FLORIDA
PHONE 237-2422

410 477

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

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

27. All restrictions herein set forth, shall be regarded as covenants and not conditions, and shall run with the land and be in full force and effect against and binding on all owners of any interest in any part or parts of said lands. These restrictions may be amended by approval of not less than 75% of the owners of 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 and required to observe, comply with and abide by all restrictions herein set forth in the same and to the same extent, as if said restrictions were copied in full as part of the deed or other instrument, device or process under or by which title shall be claimed.

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 _____ day of _____, 1972.

Signed, Sealed and Delivered in our presence:
Harold Cook Fletcher By *William H. Jones* President
Joan Kasser Attest *Louise B. Kester* 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 County aforesaid to take acknowledgments, personally appeared, WILLIAM E. KASER and LANDIS G. KETNER, well known to me to be the President and Secretary respectively of the corporation named in the foregoing 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 corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 5th day of June, 1972.

William E. Kaser
Notary Public, State of Florida at Large
My Commission Expires:



Prepared by: George G. Collins, Jr.
Post Office Box 5
Vero Beach, Florida 32980

OFFICIAL REGISTER
BOOK 410 PAGE 479

PAUL D. BURCH & GEORGE G. COLLINS, JR., ATTORNEYS AT LAW
P. O. BOX 8 - 2048 17th AVENUE - VERO BEACH, FLORIDA 32980
PHONE 947-5402

07608107412

AGREEMENT

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

WITNESSETH:

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

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

STATE OF FLORIDA
 DOCUMENTARY STAMPTAX
 1976 FEB 24 10 30 AM
 \$0.30

INDIAN RIVER COUNTY

INCIDENTARY SURTAX
 \$0.55

FLORIDA
 1976 FEB 24 10 30 AM

INDIAN RIVER COUNTY

INDIAN RIVER COUNTY

THIS INSTRUMENT HAS BEEN RECORDED
 IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY
 FLORIDA ON FEBRUARY 24, 1976 AT 10:30 AM
 AS EVIDENCED BY THE ORIGINAL COPY

OR 1423PG0421

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

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

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

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

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

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-2-

Smith, Heath & Smith, Attorneys At Law, P. O. Box 1030, Vero Beach, Florida 32980

076001074110

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

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

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

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

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

than fifteen (15) parcels, the owners of which are classified as Designated subsequent owners who shall be permitted to exercise the right herein given to Poitras and his designated subsequent owners. In each deed of conveyance of the Poitras lands, Poitras may designate the owner of that land as one of his designated subsequent owners, and when he has made such designation in conveyances of fifteen (15) parcels, his right to designate subsequent owners terminates. When made, such a designation becomes appurtenant to the fee simple title to the land described in the deed conveying the parcel and shall not be severable from the fee simple title. Any subsequent owner of any parcel becomes a designated subsequent owner when he acquires the fee simple title to a parcel of land whose prior owner was so designated. The right to use Aerodrome's runway is presently limited to fifteen (15) owners of parcels of property within the Poitras lands. The number may be expanded in the future, but only with the consent of both Aerodrome and the Association.

The Association does herewith join in this Agreement to certify that any designated subsequent owner of the Poitras lands is herewith granted the right to become a limited member of that Association. As a limited member, Association's By-Laws will reflect that said limited member shall have the power to vote only on runway related matters including use and assessment. The total number of votes of limited members of the Association who are owners of Poitras lands is limited to fifteen (15) unless the number of Poitras land owners is expanded as hereinbefore provided, in which event, the total number of votes shall be the same as the expanded number of Poitras land owners having the right to use the runway. The designated subsequent owners of the Poitras lands who are limited members of the Association shall attend only those Association meetings that deal with runway matters. Having so become such a member, such owner shall be governed and he shall abide by the Articles of Incorporation, runway related rules, and the By-Laws of that Association to the exact same extent and degree as other members.

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OR 1423760430

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

The Association will assess all of its members, including Poitras' designated subsequent owners who are limited members of the Association, on an equitable pro-rata basis for the cost of maintaining the runway, the Clear Zone and the lake. These costs shall include real property taxes, land care and improvement and liability insurance. Payment of Association assessments is a condition precedent to runway use.

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

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

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

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:

William W. Allen
Frank J. Juraska
As to Aerodrome

William W. Allen
Reginald Juraska
As to Association

INDIAN RIVER AERODROME, INC.
By William H. Jones
President
Attest Donald B. Hoffman
Secretary

INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC.
By Van M. ...
President
Attest Frank D. ...
Secretary



UN 1423P0431

Stephen M. Petrulak Edward J. Poitras
 Edward J. Poitras
Rogers E. Corneahy Dorothy W. Poitras
 As to Poitras Dorothy W. Poitras

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER



The foregoing instrument was acknowledged before me this 24th day of February, 1976, by William H. Kaser and Landis G. Kasper, president and secretary respectively of INDIAN RIVER AERODROME, INC., a Florida corporation, on behalf of the corporation.

Stephen M. Petrulak
 Notary Public, State of Florida
 at Large.
 My commission expires: July 13, 1977

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER



The foregoing instrument was acknowledged before me this 23th day of February, 1976, by Van H. Lawless, Jr. and Craig D. Arnold, president and secretary respectively of INDIAN RIVER AERODROME PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Stephen M. Petrulak
 Notary Public, State of Florida
 at Large.
 My commission expires: July 13, 1977

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER



The foregoing instrument was acknowledged before me this 24th day of February, 1976, by Edward J. Poitras and Dorothy W. Poitras, his wife.

Stephen M. Petrulak
 Notary Public, State of Florida
 at Large.
 My commission expires: 9-14-76

FILED FOR RECORD
 COOK AND PAGE ABOV
 FEBRU 27 1976
 RALPH HARRIS
 CLERK OF CIR. COURT
 INDIAN RIVER CO. FLA.

OFFICIAL RECORD BOX 511 USE 317

OR 1423PG0432

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

NOW, THEREFORE, in consideration of the premises and in order to accomplish the objectives hereinabove set forth, the owners of said property do hereby declare the use of all of said property is now and hereafter shall be, only in conformity to restrictions hereinafter set forth, which restrictions are hereby approved and adopted, and which restrictions are now binding on the owners and hereafter will be binding alike on owners, their heirs, devisees, successors and assigns, and all persons, firms and corporations owning in the future any interest in any part or parts of said property, and each of said restrictions is hereby declared to be and constitute a covenant, running to and for the benefit of every purchaser of any of said property, and said restrictions and such covenants shall run with the land and shall inure to, extend to, and be binding on the undersigned owners, all future owners, and on their heirs, devisees, successors

LAW OFFICES OF MURCH COLLINS & BROWN
P. O. BOX 2888 - 7th BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32900
PHONE 557-2487
P. O. BOX 288 - 281 NORTH U. S. RD. 1 - SEBASTIAN, FLORIDA 32958
PHONE 555-5182

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FILE 537 REG 763

OR 1423PG0433

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grantees, and assigns of the undersigned owners and all future owners of any interest in any part or parts of said property and which restrictions are:

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

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

3. No residence or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by the architectural committee of Indian River Aerodrome, 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, 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.

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LAW OFFICES OF BURKH, COLLINS & BROWN
P. O. BOX 3288 - 744 BEACHLAND BOULEVARD - JERO BEACH, FLORIDA 32960
PHONE 887-3483
P. O. BOX 288 - 281 NORTH U. S. RD. 1 - SEBASTIAN, FLORIDA 32958
PHONE 888-2188

However, if such Committee is not in existence or fails to approve or disapprove such design, plan and/or specifications within 60 days after same has been submitted to said Committee, then approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the subdivision.

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

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

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

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

9. Commercial breeding or feeding of cattle, sheep, goats, hogs or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of a commercial livery or boarding stable for horses, or a riding academy, and the keeping of any hog, milk cow, or chickens are strictly prohibited. It is understood, however,

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LAW OFFICE OF BRUCE COLLIER & BRUMBY
P. O. BOX 2888 - 744 BEACH AND BULKHEAD - VERO BEACH FLORIDA 32980
PHONE 288-8888
P. O. BOX 288 - 221 NORTH U. S. HIGHWAY 1 - SEBASTIAN, FLORIDA 32958
PHONE 288-2888

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that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals for family pleasure; being limited to dogs, cats, fowls, and one horse, provided that said horse and fowls must be restrained by fence or other appropriate protective restraint, and all such animals must be stabled at the farthest possible point from the adjoining property and all appropriate measures must be taken by the lot owner to eliminate and prevent odors and any unsightly accumulations from said animals.

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

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

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

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

14. No structure shall be moved upon any lot or tract, unless approved by the architectural review committee, in writing, and any structure started on this subdivision must be completed insofar as the exterior finish is concerned

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LAW OFFICES OF BURCH, COLLINS & FROWN
P. O. BOX 2486 - 744 BEACHLAND BOULEVARD - VERO BEACH FLORIDA 33590
PHONE 527-2487
P. O. BOX 222 - 221 NORTH U. S. RD. 1 - SEBRAMAN FLORIDA 33588
PHONE 522-2122

within one year from the start of construction. Said structural approval shall be void if not started within three years.

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

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

17. 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 aeriels or other equipment shall be installed upon the exterior of any building at a height of more than 50 feet from ground level.

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

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

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

22. No junk motor vehicles or other motor vehicles

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LAW OFFICES OF BUNCH COLLINS & BROWN
P. O. BOX 2886 - 745 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32980
PHONE 547 2423
P. O. BOX 288 - 221 NORTH U. S. RD. 1 - SEBASTIAN, FLORIDA 32988
PHONE 882 3184

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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 of parts of said land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

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

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

27. All restrictions herein set forth, shall be regarded as covenants and not conditions and shall run with the land and be in full force and effect against and binding on all owners of any interest in any part or parts of said lands. These restrictions may be amended by approval of not less than 75% of the owners of 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 and required to observe, comply with and abide by all restrictions

-6-

LAW OFFICES OF BURCH, COLLINS & BROWN
P. O. BOX 2898 - 724 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 887-3483
P. O. BOX 288 - 221 NORTH U. S. RD. 1 - SEBASTIAN, FLORIDA 32958
PHONE 329-2154

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.

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 3rd day of September, 1975.

Signed, sealed and delivered INDIAN RIVER AERODROME, INC. in our presence:

Jay Hall A By William H. Kaser
President
Patricia P. Hoover Attest: Landis G. Ketner
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, WILLIAM H. KASER and LANDIS G. KETNER, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing 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 3rd day of September, 1975.



Prepared by
GEORGE G. COLLINS, JR.
BURCH, COLLINS & BROWN
P. O. Box 3686 - 744 Beach Blvd.
Vero Beach, Florida

Patricia P. Hoover
Notary Public, State of Florida at
Largo. My commission expires:
3-29-78

LAW OFFICES OF BURCH, COLLINS & BROWN
P. O. BOX 2888H 744 BEACH AND HOLEY AVE. VERO BEACH FLORIDA 32980
PHONE 547-2482
P. O. BOX 240 - 221 S. 10TH U. S. RD. 1 - SEBASTIAN, FLORIDA 32958
PHONE 592-5924

OFFICIAL RECORD

EXC 537 REG 769

JOINDER AND CONSENT

TO

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

THIS JOINDER AND CONSENT made this 30th day of September,
1975, by: BRUCE McCULLOUGH and ELINOR W. McCULLOUGH, his wife
LANDIS G. KETNER and BETTY J. KETNER, his wife
CRAIG D. ARNOLD and KAREN ARNOLD, his wife

We, having read the DECLARATION OF RESTRICTIONS APPLICABLE
TO INDIAN RIVER AERODROME NO. 2 SUBDIVISION, being made by
INDIAN RIVER AERODROME, INC., a Florida corporation, the owners
of said Subdivision described as follows, to-wit:

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

heroby give our consent thereto and each agrees that by
executing this Joinder and Consent, they acknowledge the
imposition of said Restrictions and each for themselves,
their heirs and assigns, join in said Dedication as individual
owners of interest in said Subdivision for the purposes
therein set out.

WITNESSES:

<u>Dorothy L. Roberts</u> As to McCullough	<u>Bruce McCullough</u> Bruce McCullough
<u>Calvin Ross</u> As to McCullough	<u>Elinor W. McCullough</u> Elinor W. McCullough
<u>Henry L. Gannett</u> As to Ketner	<u>Landis G. Ketner</u> Landis G. Ketner
<u>Henry L. Gannett</u> As to Ketner	<u>Betty J. Ketner</u> Betty J. Ketner
<u>Harold E. Farnsworth</u> As to Arnold	<u>Craig D. Arnold</u> Craig D. Arnold
<u>Harold E. Farnsworth</u> As to Arnold	<u>Karen Arnold</u> Karen Arnold

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 BRUCE McCULLOUGH and ELINOR W. McCULLOUGH, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of September, 1975.

Patricia R. Newman
Notary Public, State of Florida at Large
My commission expires: 3-23-78

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 LANDIS G. KETNER and BETTY J. KETNER, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of September, 1975.

Patricia R. Newman
Notary Public, State of Florida at Large
My commission expires: 3-23-78

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 CRAIG D. ARNOLD and KAREN ARNOLD, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of September, 1975.

Patricia R. Newman
Notary Public, State of Florida at Large
My commission expires: 3-23-78

LAW OFFICE OF BURCH COLLINS & BROWN
P. O. BOX 288 - 744 HECHELAND BOULEVARD - VERO BEACH, FLORIDA 32980
PHONE 237-3482

P. O. BOX 288, 281 NORTH U. S. HIGHWAY 1, SEBASTIAN, FLORIDA 32980
PHONE 238-2482

OFFICIAL RECORDS

EDGE 537 (REV. 77)

JOINDER AND CONSENT

TO

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

THIS JOINDER AND CONSENT made this 10th day of November, 1976, by SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, a corporation organized and existing under the Laws of the United States of America.

We, the owners and holders of a Mortgage securing Lot 40 in said INDIAN RIVER AERODROME NO. 2 SUBDIVISION, executed by LANDIS G. KETNER and BETTY J. KETNER, his wife, having read the DECLARATION OF RESTRICTIONS APPLICABLE TO INDIAN RIVER AERODROME NO. 2 SUBDIVISION being made by INDIAN RIVER AERODROME, INC., a Florida corporation, the owners of said Subdivision described as follows, to-wit:

Lots 23 through 24, 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

heraby give our consent thereto and agree that by execution of this Consent and Joinder we acknowledge the imposition of said Restrictions and for itself, its successors and assigns, joins in said Dedication as an interest holder in said Subdivision for the purposes therein set out.

Witnesses:

Nancy Newman
Virginia L. Smith

SECURITY FEDERAL SAVINGS AND
LOAN ASSOCIATION OF INDIAN RIVER
COUNTY.

By Clyde P. Platts
Clyde P. Platts, President
Attent: James D. Chastain
James D. Chastain, Assistant
Secretary

LAW OFFICES OF BURCH, COLLINS & BROWN
P. O. BOX 3088 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32980
PHONE 887-2493
P. O. BOX 266 - 221 NORTH U. S. RD. 1 - SEBASTIAN, FLORIDA 32966
PHONE 888-3188

D-16-31

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, personally appeared Clyde P. Platts
and James D. Chestain, known to me to be the
President and Assistant Secretary, respectively
of SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN
RIVER COUNTY, and they severally acknowledged executing the
same in the presence of two subscribing witnesses freely and
voluntarily under authority duly vested in them by SECURITY
FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY,
and that the seal affixed thereto is the true seal of said
SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER
COUNTY.

WITNESS my hand and official seal in the State and
County last aforesaid this 30th day of November, 1976.

Virginia L. Smith
Notary Public, State of Florida at
Large. My commission expires:
My Commission Expires January 13, 1980

FILED FOR RECORD
BOOK 1377 PAGE 1
DEC 13 1976 4:03
EAITH

RK

JOINDER AND CONSENT

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

THIS JOINDER AND CONSENT Made this 27th day of
Nov., 1976, by SOUTHERN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROWARD COUNTY, a corporation organized and
existing under the Laws of the United States of America.

We, the owners and holders of a Mortgage securing
Lot 37 in said INDIAN RIVER AERODROME NO. 2 SUBDIVISION,
executed by CRAIG D. ARNOLD and KAREN ARNOLD, his wife,
having read the DECLARATION OF RESTRICTIONS APPLICABLE
TO INDIAN RIVER AERODROME NO. 2 SUBDIVISION being made
by INDIAN RIVER AERODROME, INC., a Florida corporation,
the owners of said Subdivision described as follows:

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

hereby give our consent thereto and agree that by execution
of this Consent and Joinder we acknowledge the imposition
of said Restrictions and for itself, its successors and
assigns, join in said Dedication as an interest holder in
said Subdivision for the purposes therein set out.

Witnesses:

SOUTHERN FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BROWARD
COUNTY

John D. Woodhall
Carolyn King

By: [Signature]
Attest: [Signature]

OR 1423 PG 0444

STATE OF FLORIDA
COUNTY OF

Before me, personally appeared Raymond A. Smith
and Gerrit Anderson, known to me to be the
Assistant Treasurer and Secretary, respectively
of SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD
COUNTY and they severally acknowledged executing the
same in the presence of two subscribing witnesses freely and
voluntarily under authority duly vested in them by SOUTHERN
FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY
and that the seal affixed thereto is the true seal of said
SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD
COUNTY.

WITNESS my hand and official seal in the State and
County last aforesaid this 27th day of July, 1976.

Thomas M. [Signature]
Notary Public, State of Florida at
Large. My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 28 1980
SIGNED THIS CENTRAL 25. UNDETERMINED



LAW OFFICES OF BUNCH, ELLIOTT & BROWN
P. O. BOX 2886 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32906
PHONE 587-3492
P. O. BOX 288 - 221 NORTH U. S. RD. 1 - DEERFIELD, FLORIDA 32908
PHONE 588-3100

OFFICIAL RECORD LEX 537 DA 775

OR 1423PG 04/45

JOINDER AND CONSENT

TO

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

THIS JOINDER AND CONSENT made this _____ day of _____, 1976, by JOHN L. JURUSKA,

I, Having read the DECLARATION OF RESTRICTIONS APPLICABLE TO INDIAN RIVER AERODROME NO. 2 SUBDIVISION, being made by INDIAN RIVER AERODROME, INC., a Florida corporation, the owners of said Subdivision described as follows, to-wit:

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

hereby give my consent thereto and agree that by executing this Joinder and Consent, I acknowledge the imposition of said Restrictions for myself, my heirs and assigns, and join in said Dedication as an individual owner of interest in said Subdivision for the purposes therein set out.

WITNESSES:

[Handwritten signatures of witnesses and John L. Juruska]

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 JOHN J. JURUSKA, known to me 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 5th day of December, 1976.



[Handwritten signature of Patricia P. Herman, Notary Public, State of Florida at Largo. My commission expires: 3-23-77]

LAW OFFICES OF BURCH, COLLINS & BROWN, P. O. BOX 2696 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960 PHONE 567-2422 P. O. BOX 268 - 221 NORTH U. S. NO. 1 - SEBASTIAN, FLORIDA 32958 PHONE 566-2122

OR 1423PG0446

302127

At a duly called Special Meeting of the Indian River Aerodrome Property Owners Association, Inc. held on November 8, 1981, it was agreed that Article 17 of the Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision and the Declaration of Restrictions Applicable to Indian River Aerodrome No. 2 Subdivision be amended to read as follows:

There shall be no aircraft fixed base operation permitted within the Subdivisions. No commercial business of any type which cannot be operated within the confines of an approved structure shall be permitted.

Those businesses which are permitted shall be subject to the following restrictions: (1) There shall be nothing visible from the exterior of any building which indicates that any business is being conducted within any building; (2) There shall be no permanent regular employment of persons other than a family member residing at that facility; (3) There shall be no storage of goods, chattels, parts or materials outside of any building.

Nothing herein contained shall be construed as preventing Indian River Aerodrome, Inc. or its assignee from erecting and maintaining facilities of a non-aeronautical nature for the use of the general public.

The signatures below shall constitute acceptance and approval of the amendment of Article 17 set forth above. As to the Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision signed this 8th day of November, 1981.

William Dean
Sharon D. [unclear]
P. Smith [unclear]

Lot #12 *Barbara L. [unclear]*
Lot #13 *E. D. Hasbrouck*
Lot #14 *Harold G. Fletcher*
Lot #15 *Harold E. [unclear]*

Lot #16 *Trevor [unclear]*

Lot #17 *Alan Gray by Russell Pinner*
Lot #18 *Russell Pinner*
Lot #19 *James E. [unclear]*
Lot #20 *William M. Heyman*
Lot #21
Lot #22 *Henry L. Ganett*

210 SOUTH DRYE
1500 BAY PL 30-160

Lot #19 *[unclear]*
Lot #20 *Van Carter & Co.*
Lot #10 *Kellie [unclear]*
Lot #11 *Joseph [unclear]*

As to the Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision signed this 8th day of November 8, 1981.

- Lot #31 *William Tamm*
- Lot #32 *Thomas R. Blum*
- Lot #33 *John R. Smith*
- Lot #34 *Raymond J. Smith*
- Lot #35 *[Signature]*
- Lot #36 *[Signature]*
- Lot #37 *[Signature]*
- Lot #38 *[Signature]*
- Lot #39 *[Signature]*
- Lot #40 *Donald B. Ketter*

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Personally appeared before me, the undersigned authority, JOHN W. FITZGERALD, JR., who being by me first duly sworn, thereupon depose and say that he signed the above Amendment to Deed No. 111111 for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of November, 1981.

Luella H. Esner
Notary Public, State of Florida
at Largo.
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGO
MY COMMISSION EXPIRES OCTOBER 22, 1982
BONDED BY CHIEF COUNTY INSURANCE CO.

RECORDED FOR RECORD
BOOK AND PAGE ABOVE
RECORD VERIFIED
NOV 30 AM 3-39
INDIAN RIVER COUNTY
CLERK OF CIRCUIT COURT
LARGO, FLORIDA



NOV 30 1981 PAGE 1 OF 2

UN 1470044 UN

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

This Second Amendment to Declaration of Restrictions Applicable to Indian River Aerodrome No. 2 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 No. 2 Subdivision to be recorded in Official Record Book 537, Page 763, 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 taxing 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.

*Indian River Aerodrome Property Owners Assn
Box 1, Newport Drive
V.B. 32960*

COVERED BY MAPS, VARIOUS RECORDS, FLORIDA

OR 147360499

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 No. 2 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



(CORPORATE SEAL)

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 M. 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 15th day of December, 1981.

[Signature]
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 9, 1985
Issued by Article IV, Section 10, Florida Constitution



RECORDED
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COUNTY OF INDIAN RIVER
FLORIDA

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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 SUBDIVISION, according to the Declaration of Restrictions recorded in Official Record Book #10, Page 473, 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 339-340, 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:

INDIAN RIVER AERODROME PROPERTY OWNER'S ASSOCIATION, INC.

Gregor L. Smith

BY: Landis Ketner
Landis Ketner, President

Henry L. Gamett
As to corporate officers

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 20 day of April, 1982.



L. L. Turney
Notary Public, State of Florida
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 9, 1984

Return To:
Indian River Aerodrome Prop. Owners Assoc.
Box 1
Vero Beach

OR 1423760451

101 2755