

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

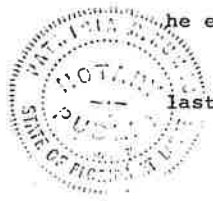
hereby give my consent thereto and agree that by executing this Joinder and Consent, I acknowledge the imposition of said Restrictions for myself, my heirs and assigns, and join in said Dedication as an individual owner of interest in said Subdivision for the purposes therein set out.

WITNESSES:

Handwritten signatures of witnesses and John L. Jiruska.

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 3rd day of December, 1976.

Handwritten signature of Patricia D. Humes, Notary Public, State of Florida at Large. My commission expires:

LAW OFFICES OF BURCH, COLLINS & BROWN 3-23-78 P. O. BOX 3686 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960 PHONE 567-3463 P. O. BOX 266 - 221 NORTH U. S. NO. 1 - SEBASTIAN, FLORIDA 32958 PHONE 589-3158

JOINDER AND CONSENT

TO

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

THIS JOINDER AND CONSENT Made this 29th 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

Jan D. Washell
Carolyne King

By Raymond C. H. [Signature]

Attest: Miss D. [Signature]

STATE OF FLORIDA

COUNTY OF

Before me, personally appeared Raymond A. Foster
and Connie Croesen, 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 Nov., 1976.

Thomas M. Douglas
Notary Public, State of Florida at
Large. My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 28 1980
BONDED THRU GENERAL INS. UNDERWRITERS



LAW OFFICES OF BURCH, COLLINS & BROWN
P. O. BOX 3686 · 744 BEACHLAND BOULEVARD · VERO BEACH, FLORIDA 32960
PHONE 567-3463

P. O. BOX 266 · 221 NORTH U. S. NO. 1 · SEBASTIAN, FLORIDA 32958
PHONE 599-3158

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JOINDER AND CONSENT

TO

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

THIS JOINDER AND CONSENT made this 30th 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

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,
joins in said Dedication as an interest holder in said Sub-
division for the purposes therein set out.

Witnesses:

Mary Hudson
Virginia Smith

SECURITY FEDERAL SAVINGS AND
LOAN ASSOCIATION OF INDIAN RIVER
COUNTY.

By Clyde P. Platts
Clyde P. Platts, President

Attest: James D. Chastain
James D. Chastain, Assistant
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, personally appeared Clyde P. Platts
and James D. Chastain, 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 18, 1980

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LAW OFFICES OF BURCH, COLLINS & BROWN
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PHONE 567-3463
P. O. BOX 266 - 221 NORTH U. S. NO. 1 - SEBASTIAN, FLORIDA 32972
PHONE 589-3156

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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.

hereby 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>Gregory L. Webster</u> As to McCullough	<u>Bruce McCullough</u> Bruce McCullough
<u>Calvin Jones</u> As to McCullough	<u>Elinor W. McCullough</u> Elinor W. McCullough
<u>Henry L. Gamett</u> As to Ketner	<u>Landis G. Ketner</u> Landis G. Ketner
<u>Henry L. Gamett</u> As to Ketner	<u>Betty J. Ketner</u> Betty J. Ketner
<u>Harold E. Sprang</u> As to Arnold	<u>Craig D. Arnold</u> Craig D. Arnold
<u>Harold E. Sprang</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. Humes
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. Humes
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. Humes
Notary Public, State of Florida at Large
My commission expires: 3-23-78

LAW OFFICES OF BURCH, COLLINS & BROWN
P. O. BOX 3686 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 567-3463
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PHONE 589-3155

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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 as such covenants shall run with the land and shall inure to, extend to, and be binding on the undersigned owners, all future owners, and on their heirs, devisees, successors

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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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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 OFFICES OF BURCH, COLLINS & BROWN
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PHONE 569-3156

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

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

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

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

22. No junk motor vehicles or other motor vehicles

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LAW OFFICES OF BURCH, COLLINS & BROWN
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PHONE 567-3463
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PHONE 589-3156

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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. 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

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LAW OFFICES OF BURCH, COLLINS & BROWN
P. O. BOX 3886 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
PHONE 567-3483
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PHONE 589-3156

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:

Harry Hall A By William H. Kaser
President
Patricia P. Humes 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.

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

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

LAW OFFICES OF BURCH, COLLINS & BROWN
P. O. BOX 3686 - 744 BEACHLAND BOULEVARD - VERO BEACH, FLORIDA 32960
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PHONE 589-3156

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DECLARATION OF RESTRICTIONS APPLICABLE
TO INDIAN RIVER AERODROME SUBDIVISION

RALPH HARRIS
CLERK CIRCUIT COURT
D.V.

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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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 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 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 of 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 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 -

5. 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 1600 square feet, exclusive of porches, garages, and airplane and automobile shelters.

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

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

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

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

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

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

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

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

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

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

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

-4-

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

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

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

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

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

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

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

OFFICIAL RECORD

-5-

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 saidlands. 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 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 _____ day of _____, 1972.

Signed, Sealed and Delivered in our presence:

INDIAN RIVER AERODROME, INC.

Harold Gale Fletcher
Jean Kaser

By *William H. Kaser*
President

Attest: *Linda S. Kaser*
Secretary

(Corporate Seal)

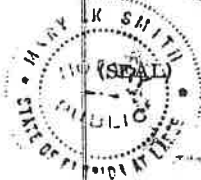


STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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 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 aforesaid, this *8th* day of June, 1972.


Notary Public, State of Florida at Large
My Commission Expires:



Prepared by: George G. Collins, Jr.
Post Office Box 5
Vero Beach, Florida 32960

-7-

OFFICIAL RECORD

BOOK 410 PAGE 479

1-20-52 REC

At a duly called Special Meeting of the Indian River Aerodrome Property Owners Association, Inc. held on November 8, 1951, 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 outside of any building which would indicate that a 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 family residence. 3) There shall be no storage of goods, chattels, parts or supplies outside of any building.

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 on the premises of the aerodrome.

The signatures below shall constitute acceptance and approval of the amendment of Article 17 as set forth above. As to the Declaration of Restrictions Applicable to Indian River Aerodrome Subdivision signed this 8th day of November, 1951.

lot #1 William Kasen
for the Indian Aerodrome, Inc.

lot #2 Thomas J. Doyle

lot #3 R. Smith W.P. Spangole

lot #4

lot #5

lot #6 Trevor Lindstrom

lot #7 [Signature]

lot #8 Van Corder by [Signature]

lot #10 Kuller Kasen

lot #11 [Signature]

lot #12 Barbara S. Peck

lot #13 E. B. Hasbrouck

lot #14 Harold G. Fletcher

lot #15 Harold P. Spangole

lot #16

lot #17 Allen Gray by Russell Piper

lot #18 Russell Piper

lot #19 [Signature]

lot #20 Ann M. Heyman

lot #21

lot #22 Henry L. Gantt

240 SOPWITH DRIVE
VERO BEACH, FL 32960

(Page 2 of 2 pages of Amendment of Article 17 dated November 8, 1981.)

As to the Declaration of Restrictions Applicable to Indian River Aerodrome
No. 2 Subdivision signed this 8th day of November 8, 1981.

Lot #22	Lot #31 <i>William Xain</i>
Lot #23 <i>Rec. Lot.</i>	Lot #32 <i>Thomas Rowland</i>
Lot #24 <i>John M. Doyle</i>	Lot #33 <i>John R. Quinn</i>
Lot #25 <i>Harold G. Fletcher</i>	Lot #34 <i>Raymond L. Gerisko & Lynn Lyman</i>
Lot #26 <i>Jerry M. Heald</i>	Lot #35 <i>John M. Fitzgerald</i>
Lot #27 <i>Henry L. Gamutt</i>	Lot #36 <i>John A. Fitzgerald</i>
Lot #28 <i>Linda B. Ketcher for BRUCE MILVILLOUGH</i>	Lot #37
Lot #29 <i>Linda B. Ketcher for BRUCE MILVILLOUGH</i>	Lot #38 <i>John H. Newnam</i>
Lot #30 <i>Ronald F. Herace Kathleen C. Herace</i>	Lot #39 <i>Tom Paul</i>
	<i>Lot #40 Linda B. Ketcher</i>

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Personally appeared before me, the undersigned authority,
JOHN N. FITZGERALD, JR., who being by me first duly sworn, thereupon
deposes and says that he signed the above Amendment to Deed Re-
strictions for the uses and purposes therein expressed.

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

Lucille H. Essex
Notary Public, State of Florida
at Large,

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 29, 1982
BONDED BY OHIO CASUALTY INSURANCE CO.

John N. Fitzgerald, Jr.
COUNTY CLERK
INDIAN RIVER COUNTY, FLA.
FILED FOR RECORD
BOOK AND PAGE ABOVE
RECORD VERIFIED
NOV 30 PM 3:39 1981



0634 PAGE 1057

303448

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 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.

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

700

JONES, POSTER & MOSE, VERO BEACH, FLORIDA

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.



[CORPORATE SEAL]

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

By *John N. Fitzgerald, Jr.*
President

By *Ann M. Hayman*
Secretary

In the presence of:

David A. Cairns
Paul J. Lynn

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 15th day of December, 1981.



Paul J. Lynn
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 9, 1985
Bound by American Fwy & Carriers Company

Paul J. Lynn
NOTARY PUBLIC
STATE OF FLORIDA

RECORDED FOR DEED
BOOK AND PAGE ABOVE
BEFORE VERIFIED
1981 DEC 16 AM 9:45

JONES, FOSTER & MOSE, VERO BEACH, FLORIDA

303449

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

200
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";

WITNESSETH:

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 410, 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.

JONES, FORSTER & MOSS, VERO BEACH, FLORIDA

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 John N. Fitzgerald, Jr. President

By Ann M. Hayman Secretary

In the presence of:

David J. Cairns

Paul J. [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.

JONES, POSTER & MOSS, VERO BEACH, FLORIDA



Paul J. [Signature]
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida
My Commission Expires March 9, 1985
Bonded by American Fire & Casualty Company

FILED FOR RECORD
BOOK AND PAGE ABOVE
RECORDS VERIFIED
1981 DEC 16 AM 9:45
INDIAN RIVER CO. FLA.

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 410, 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.

Inevor Lindor Smith

BY: Landis Ketner
Landis Ketner, President

Henry L. Gamitt
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. James
Notary Public, State of Florida
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 9, 1984
Printed This Tray Feb. 1982

book 0 4 1 PAGE 2245

Rec. 15.0

Return To:
Ind. River Aerodrome prop. owner assn.
Box 1
V. Beach

JONES, PORTER & MOSS, 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

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

Postras 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.

JONES, FOSTER & MOSS, VERO BEACH, FLORIDA

RECORDED
INDEXED
1976 APR 21 AM 10:25
Barbara R. Allen



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:

INDIAN RIVER AERODROME PROPERTY OWNER'S ASSOCIATION, INC.

J. L. Gamett

BY: Landis Ketner

Landis Ketner, President

Henry L. Gamett

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.

[NOTARY SEAL]



J. L. Gamett

Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large

My Commission Expires June 9, 1984

Booked This Day Four Incomes Inc.

Rec. 13.04

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

JONES, FOSTER & MOSE, VERO BEACH, FLORIDA

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-

JONES, FOSTER & MOSE, VERO BEACH, FLORIDA

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.

JONES, FORSTER & MOSE, VERO BEACH, FLORIDA

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

JONES, PORTER & MOSE, VERO BEACH, FLORIDA

1976 MAR 21 AM 10:27
COUNTY CLERK
INDIAN RIVER COUNTY, FLA.

519062

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,

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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

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

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.

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.

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:

Boris B. [Signature]
Margaret J. [Signature]

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

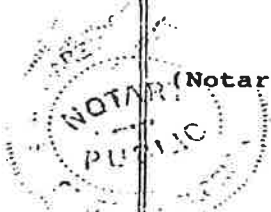
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

County aforesaid this 18th day of August, 1987.

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



(Notary Seal)

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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 G. Collins, Jr., Esq. (ma)
P. O. Box 3686, Vero Beach, FL 32964

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:

Margaret Averill
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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