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FIRST AMENDMENT TO  
LEEWARD AIR RANCH VILLAGE SQUADRON 5 AND 6  
PROTECTIVE COVENANTS, CONDITIONS AND RESERVATIONS

WHEREAS, SQUADRON 567 CORP., a Florida corporation, (hereinafter referred to as "Developer") desires to amend a previously recorded Declaration and to extend its applicability to Leeward Air Ranch Village Squadron 7; and

WHEREAS, the plats of such property are recorded as follows:

Leeward Air Ranch Village Squadron 5, as recorded in Plat Book 2, Pages 53 and 54, Public Records of Marion County, Florida; and

Leeward Air Ranch Village Squadron 6, as recorded in Plat Book 2, Pages 55 and 56, Public Records of Marion County, Florida; and

Leeward Air Ranch Village Squadron 7, as recorded in Plat Book 2, Pages 57 and 58, Public Records of Marion County, Florida; and

WHEREAS, the previous Declaration is recorded in O.R. Book 1790, Pages 1934 through 1941 in the Public Records of Marion County, Florida; and

WHEREAS, the Declaration provides for such modifications by the Developer.

NOW, THEREFORE, Developer does hereby declare that the Declaration is hereby amended in its entirety and shall be replaced by the following:

PROTECTIVE COVENANTS, CONDITIONS AND RESERVATIONS  
Leeward Air Ranch Village Squadrons 5, 6 and 7

WHEREAS, SQUADRON 567 CORP., a Florida corporation (hereinafter called "Developer") is engaged in the sale of tracts of land in a fly-in residential development known as LEEWARD AIR RANCH VILLAGE, and it is desired to record certain restrictions which may be referred to in the deed conveying said tracts or lots for the purpose of making the same binding as to such tracts or lots.

NOW, THEREFORE, in consideration of the purchase from the Developer by the several owners of one or more tracts or lots in said development, the Developer does hereby declare, decree, and covenant to the end with the several owners and purchasers of tracts, their heirs, legal representatives, and assigns that the following protective and restrictive covenants shall be considered as included in any Deed of Conveyance, Agreement for Deed or Mortgage hereafter executed by either Developer, its successors or assigns or by any owner or his heirs, successors, legal representatives, or assigns upon any tract or lots in said residential development, and that the recording of this instrument in the public records of Marion County, Florida, shall be and constitute notice of the existence of said protective and restrictive covenants, the said covenants and restrictions being as follows:

Section 1. General Character and Purpose of Conditions. LEEWARD AIR RANCH VILLAGE is a Fly-In Community and is for pilots who have a true desire to live in harmony in a casual atmosphere with those who have a common interest -- sport aviation. Our dream is to bring together pilots and aircraft from around the world to make Leeward Air Ranch the "Mecca" of sport aviation. All of the homesites are adjacent to an airport and in the traffic pattern. There will be continual and various flying and aviation oriented activities connected with all facets of aviation.

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The subdivision roads and taxiways and other improvements within the subdivision are owned by the Association, of which each lot owner will be a member. By using this concept it will help insure the lot owners the utmost in privacy and continual beautification of the community. In return for this, each owner will be expected to pay his fair share of maintaining the community to these high standards.

**Section 2. Use Limitations.** Lots shall be used for detached single-family residential purposes only unless otherwise designated by the Developer. Developer reserves the right to designate lots for uses other than single-family including but not limited to, common areas, recreation areas and facilities, sales offices, construction offices, vehicular and equipment parking and storage facilities, utility plants, drainage areas, parks, other offices and other uses designated by Developer and Developer or its designated representative may operate such businesses from said premises perpetually.

1. Single-family dwellings shall have a minimum of 1800 square feet of living area, shall not exceed two stories high (except for lookout towers) and must have an attached or detached airplane hangar or plane port which conforms with the design, quality and materials of the main dwelling. Lookout towers shall not exceed 40 feet in height. Mobile homes and manufactured homes are prohibited.
2. No garage, hangar, airplane garage or plane port shall be constructed on any lot prior to the construction of the living area, unless prior written approval has been obtained from Developer allowing phased construction of improvements, which approval will be subject to certain provisions and shall be at the sole discretion of Developer.
3. A single accessory apartment or cottage not to exceed 400 square feet of living area shall be permitted for the exclusive use of family or full-time servants or temporary use by guests. Such apartment may also be leased to another lot owner for a maximum of 1 year while said lot owner's home is under construction. All accessory buildings, garages and hangars must conform with the design, quality and materials of the main dwelling.
4. Lots shall not be owned in partnership, corporate name, or other joint or common ownership for the purpose of sharing the use of the property with someone outside the family of the beneficial owner.
5. No single-family home shall be leased without the approval of the Association and the term shall not be less than 6 months. Storage of aircraft and/or use of the runway (after approval of Leeward Air Ranch Airport, Inc.) shall be exclusive to the tenant or the owner and not to both. The leasing of hangar space without the rest of the premises shall be prohibited except to other lot owners.
6. Any single-family residence constructed on a lot shall be of such style as will not materially affect the value or appearance of the adjoining lot in the subdivision. The determination of whether or not the a residence is in compliance with this style restriction shall be decided by the Developer in its sole and uncontrolled discretion.
7. Concrete, concrete block, or cinder block (except decorative block specifically approved by Developer) shall not be used for the exposed exterior surface of any structure. This clause shall not prohibit using such materials finished with stucco.
8. No plumbing vent or heating vent (other than a chimney using the same materials as the home) shall be placed on the front side of any roof of any dwelling or structure.
9. No window or wall air conditioning units may be located where it can be seen from the street or closer than 25 feet to a lot line. All exterior compressors shall be screened by fencing or landscaping as approved by Developer.
10. No more than 10% of a hangar door may be sheeted in clear or translucent material. "Clear or translucent" shall be defined as a material that permits someone outside to see inside the hangar.

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11. Corrugated steel siding is permitted on hangar doors only and shall not use exposed screws.

Section 3. Architectural Review. The criteria established in this Declaration shall apply solely to Leeward Air Ranch Village Squadrons 5, 6 and 7. The prior approval of any structure in Leeward Air Ranch shall not serve to set precedent for approvals within Leeward Air Ranch Village Squadrons 5, 6 and 7.

In order to insure that the designs of all structures conform with the desired design criteria for the development and possess aesthetic qualities which are harmonious with the surroundings: No building (addition or accessory), structure, swimming pool, underground irrigation system, fence, wall, driveway, antenna, yard light, or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, wall sections, location and the approximate cost of such structure have been submitted in writing to the Developer and the lot owner has received written approval from the Developer.

To avoid change orders and other extra expenses, the lot owner should request a Conceptual Review from the Developer before plans are finalized and contracts are signed with a builder. No Conceptual Review will be made unless the lot owner submits preliminary versions of the required submittals to the Developer in writing. The Developer will endeavor to review and comment on the submittals within 14 days but in no case shall such comments or lack of comments be construed to be an approval of said plans.

Upon finalization of plans and no less than 30 days before the intended date of application for a building permit and only after the execution of a contract with a builder, the lot owner shall submit to the Developer an Architectural Review Application along with all submittals required by Leeward Air Ranch Construction Rules.

The Developer's failure to give notice of its disapproval of such plans and specifications within thirty (30) days after receipt of a complete application thereof by the Developer shall be deemed to constitute its approval thereof. Said notice may be sent by regular mail.

If the Developer disapproves such application, Developer shall state the reasons for such disapproval and lot owner shall correct and resubmit the disapproved items within 30 days.

If any deviation from the approved plans or specifications are required or contemplated, the lot owner shall request a modification in writing, submitting all proposed revisions. Approval from the Developer is required prior to any deviation from the approved plans.

Initial construction shall commence within 6 months of approval and be completed within 12 months of approval. Changes, additions, or alterations must be prosecuted diligently and shall be completed within a reasonable time and within the time allowed by the Architectural Review Approval.

Failure to meet any of the prescribed deadlines shall terminate any approval or pending application.

Section 4. Set Backs. All structures, including but not limited to homes, hangars, carports, screened enclosures and other accessory buildings, must be set back fifty (50) feet from any street or taxiway right-of-way, fifty (50) feet from the runway property, thirty (30) feet from the rear lot line, and ten (10) feet from side lot lines. Other accessory uses, including but not limited to wells and unenclosed pools, may be approved to be placed no closer than twenty-five (25) feet from the runway property if such use does not exceed a height of three (3) feet. There shall be no required set back from a taxiway easement.

No trees or landscaping other than grass or ground cover shall be installed or allowed to grow within forty (40) feet of the runway property, unless prior written approval as detailed in Section 3 has been obtained from Developer, and shall be at the sole discretion of Developer. Review of such application shall consider the view of the runway from other lots and the height of the plantings in relation to the runway, and if approved, may be subject to certain special provisions.

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Section 5. Easements. The thirty (30) foot wide "DRAINAGE, TAXIWAY, AND UNDERGROUND UTILITY EASEMENT" as shown on the plat by dashed lines shall be kept clear at all times. No landscaping or other improvements shall be allowed within the easement except for driveways and culverts and traffic control signage.

In addition to the easements shown on the record plat, the Developer specifically reserves a twenty (20) foot "DRAINAGE, TAXIWAY, AND UNDERGROUND UTILITY EASEMENT" running along the lot line bordering SE 85th Lane. No improvements shall be allowed within the easement except for driveways, culverts and landscaped berms. Any improvements installed by Developer in said easement shall be maintained by the lot owner.

Additionally, the Developer hereby reserves the right to place traffic control signs within the front 35 feet of any lot.

**The parking of any vehicles or airplanes in said easement or within any street or taxiway, rights-of-way or easements is absolutely prohibited.**

For the purpose of security, no public or private ingress or egress, right-of-way, roadway, or thoroughfare of any nature whatsoever shall be permitted, granted or conveyed by any lot owner to any third party or parties through adjoining, or extending into any boundary line of the said lots other than those shown on the record plat, except as otherwise permitted by Developer. All fences installed by Developer on perimeter lot lines of the subdivision shall be retained by lot owners for security purposes as well as animal control.

Section 6. Well And Septic Tank Locations. No wells or other devices may be used to penetrate the ground surface for the purpose of obtaining ground water without the express prior written approval of the Developer as to size and the location on the lot. Septic systems shall not be placed in the "Potable Water Well Protection Area" as shown on the record plat. All pressure tanks shall be located inside an enclosed structure. The well and pressure tank and the septic tank and drain field must be shown on the plans required by Section 3.

Section 7. Landscaping and Lawns. All improvements shall be landscaped within 2 months of receipt of Certificate of Occupancy as provided for in this paragraph and in accordance with the approved plan. If said certificate is received between October 1st and January 30th, landscaping shall be completed by April 1st.

The following minimum landscaping requirements shall apply for each home:

1. One of the following tree groups for each full 2,000 square feet under roof:
  1. One (1) hardwood tree (including oaks, elms, etc. and excluding pines and palms) a minimum of 4 inches Diameter at Breast Height (DBH).
  2. Four (4) pine trees a minimum of six (6) feet in height.
  3. Three (3) sable palm trees.
  4. Two (2) 7 gallon accent trees or fruit trees.

No less than 30% of the required trees shall be placed in the front yard.

For example, a lot with 4,800 square feet under roof would be required to have 2 tree groups which could be 2 hardwood trees OR 6 palm trees OR 1 hardwood, 2 pines and 1 fruit tree OR any other combination.

2. Other landscaping excluding sod and the above trees having a retail value for material and installation of at least one percent (1%) of the construction cost of the initial improvements, including but not limited to the house and hangar.

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3. The Developer may, in its sole discretion, approve a variance to the requirements as long as the intent of this section is complied with.
4. A professionally drawn landscape plan meeting the minimum requirements must be submitted for review along with the home as required by Section 3. Approval from the Developer is required prior to any substantial deviation from the approved plan.

**No landscaping shall be planted within any utility easement or taxiway easement.**

Each lot owner shall seed, mow and maintain his lot and the right-of-way between the pavement of any street abutting said lot and the lot line. If any yard abutting a street is sodded, sod shall be continued to the edge of the pavement or curb and shall not be stopped at the property line.

**The grade of the all swales shall be maintained to ensure proper drainage and compliance with governmental permits. After final grading the lawn, the owner shall request an inspection by the Developer to verify that the swale is at the proper grade. No sodding or seeding of any yard abutting a street or a swale shall be done prior to approval.**

**Section 8. Outdoor Lighting or Street Lighting.** For the purpose of overall safety and security, each homeowner shall purchase, install, and maintain a yard light at the front of his lot. The design, color, height, bulb type, bulb color, and wattage, shall be the type specified by the Developer. The light shall be automatically activated by a photoelectric cell which will keep the light on from dusk to dawn. Unless otherwise determined by Developer, the lantern shall be placed along a line forty (40) feet from the pavement edge of the road.

**Section 9. Animals.** No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on said property, except that dogs, cats and other household pets in common use may be kept, providing that they are not kept, bred or maintained for any commercial purposes or become a nuisance to the other homeowners in the subdivision. Because of the proximity of the airport and the danger of having animals roam freely on the runway or taxiways, all animals shall be kept inside or in a fenced-in enclosure, or on a leash when off the pet owners property. Any animal that disturbs a neighbor with noise, smell or other nuisance shall be kept inside. The Association may regulate pets in common areas.

**Section 10. Lines, Antennas, Clotheslines and Mailboxes.**

All electrical and communications lines shall be placed underground and no pole or poles of a height or more than six (6) feet shall be erected on the property without the written consent of the Developer.

Television antennas of a height of less than forty (40) feet from ground level and attached to the main dwelling shall be permitted. A VHF Aircraft Band antenna shall be permitted on the television mast or on a building no greater than 5 feet above the roofline. Direct Satellite Broadcast Receiving antennas which are less than 18" in diameter and less than 300 square inches shall be permitted on the television mast or on a building no greater than 2 feet above the roofline.

No satellite antennas or dishes nor any directional, two-way antennas shall be permitted unless prior written approval as detailed in Section 3 has been obtained from Developer, and shall be at the sole discretion of Developer. Review of such application shall consider the material, size, height, color and location of the antenna and the relationship to and compatibility with other existing and future homes, lots, and uses.

Antennas with vertical elements (most commonly used in two-way antennas) and masts of the type that require or utilize guy wires are prohibited.

Antennas placed on lots contiguous to the runway property shall be placed as far from the runway as practical. Said poles, antennas, and other devices shall in any event be subject to regulations concerning obstructions placed in the vicinity of airports.

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**In no event shall any pole or antenna exceed a height of forty (40) feet.**

All clotheslines must be of the folding umbrella type, placed inconspicuously in the rear yard and folded when not in use.

A mailbox, the cost of which shall be reimbursed to the Developer at closing, will be provided and will be located at the main entrance to the subdivision or other location as determined by the Association. No mailboxes or newspaper boxes shall be allowed on any street or taxiway due to their interference with wing clearance of aircraft during taxi.

**Section 11. Trash and Trash Containers.** There shall be no open burning of trash. Garbage cans must be hidden from sight or recessed flush with the ground in permanent containers. The Association may further regulate the storage and collection of garbage.

**Trash and garbage must be regularly collected and shall be placed no closer than forty (40) feet from the edge of the road pavement and only on the scheduled day of collection. All cans shall be put away before dusk.**

**Section 12. Maintenance and Outside Storage.** No weeds, underbrush or other unsightly growth shall be permitted to grow or remain in the Development and said Development shall at all times be kept mowed and clear of debris and vegetation that may be either a health or fire hazard to the area.

No unused building materials, junk, barrels, or rubbish shall be left exposed on said property and no worn out, discarded, or unlicensed automobiles, trucks, aircraft, commercial vehicles, trailers, house trailers, machinery, or other vehicles or parts thereof, shall be stored on any lot except inside a fully enclosed hangar or garage. No disassembled aircraft shall be kept, parked or stored in any tie-down area. Open plane ports or hangars without doors shall contain no materials other than operable aircraft or other vehicles, licensed automobiles and properly stored portable fuel tanks. Lots are to be kept clean and free of all unsightly structures or debris.

In the event that the owners of any lot or lots shall fail or refuse to keep the premises free of weeds, underbrush or refuse, then the Developer or Association shall have the right at any time to enter said lots for the purpose of clearing or maintaining any lots so that this restriction is complied with and make a reasonable charge for such services to the owners, and if the owner refuses to pay said charge, to file a lien therefore. No such entry shall constitute a trespass. Travel trailers, boats or trailers, motor homes and other such vehicles shall only be parked within a hangar or garage or under an approved carport or planeport attached to the home or hangar.

In the event of the destruction of any home, either partial or total, the owner of said home shall, within a reasonable time, not to exceed six (6) months, restore said home to its former condition or remove said home in its entirety.

**Section 13. Fuel Storage.** All L. P. gas tanks must be hidden from view by a structural wall, fence, or hedge. Underground storage of any fuels or chemicals other than L.P. gas is prohibited. Bulk storage of fuel is limited to 550 gallons and shall be stored above ground in an approved containment structure. Up to two portable fuel tanks not exceeding a total of 250 gallons are permitted to be stored on the lot if properly grounded, stored on a concrete surface and hidden from street view.

**Section 14. Driveways and Culverts.** The lot owner shall install a concrete driveway, a minimum of 12 feet wide, from the edge of the paved street to any area used regularly for vehicular access. For aircraft access, such a drive shall be installed from the edge of the paved street to at least thirty feet inside the lot line. (This is to prevent the edge of pavement from breaking off and the shoulders from becoming rutted.) Driveway connections from any lot to roads, taxiroads or taxiways, in order to give access to individual homesites, shall first be approved by Developer as to design and location.

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Any culvert permitted to be installed in any right-of-way or easement shall meet specifications set by Developer as to grade, location, size and quality.

**The grade of the all swales shall be maintained to ensure proper drainage and compliance with governmental permits. After final grading the lawn, the owner shall request an inspection by the Developer to verify that the swale and/or culvert is at the proper grade. No driveway shall be constructed prior to approval.**

**Section 15. Ground and Air Traffic.** All vehicles shall yield the right-of-way to aircraft taxing on the roadways and taxiways. Aircraft shall "run-up" only in designated areas. No "run-up" shall be done in such a manner as to cause inconvenience or damage to the property of others. Hover taxing of helicopters down roadways and taxiways not contiguous to the runway is prohibited.

The Developer, Association, and Leeward Air Ranch Airport, Inc., as applicable, reserve the right to establish special traffic and safety rules for the handling of aircraft in the traffic pattern and on the ground; the utilization of streets and taxiways by aircraft and other vehicles; the parking of aircraft; engine run-up areas and other activities peculiar to the fly-in community.

**The parking of vehicles or airplanes on any street, taxiway, or easement, as well as the thirty (30) foot easement running along all lot lines bordering a street or taxiway is prohibited.**

**Section 16. Use of Runway.** Qualified property owners and qualified occupants of LEEWARD AIR RANCH VILLAGE Squadrons 5, 6, and 7 will be granted permission to use the runway lying adjacent to the above subdivision by LEEWARD AIR RANCH AIRPORT, INC., a Florida corporation, subject to Rules and Regulations (which include payment of a monthly usage and availability fee) for use of said runway as from time to time established by LEEWARD AIR RANCH AIRPORT, INC. No lot owner may sell or convey his interest in a lot unless all sums due Leeward Air Ranch Airport, Inc., by that Owner are paid in full.

**Section 17. Common Area Maintenance.** The maintenance of all easements, rights-of-ways, drainage retention areas, streets, taxiways, and access roads, as well as the improvements thereon, shall be considered the common or collective responsibility of the property owners. Maintenance of utilities within such areas shall be the responsibility of the owner of the utility.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or construction of the surface water or stormwater management system shall be permitted, or if modified as approved by the St. Johns River Water Management District.

**Section 18. Fences and Walls.** No fences or walls shall be erected on any lot without first submitting an Architectural Review Application and receiving written approval from the Developer.

No unsightly fences or walls and no fences or walls exceeding six (6) feet in height shall be erected or maintained on any tract or parcel of land. No fence or wall shall be erected along any street line or along any side line nearer the street line than the nearest wall of the main building constructed on said tract.

No fence or wall shall be erected within any utility, drainage, or taxiway easement.

**Section 19. Commercial Activity.** No business, commercial enterprise or hangaring of non-lot owner aircraft shall be allowed or conducted on or from any lot. Nothing contained herein shall be considered as prohibiting the Developer or designated representatives from maintaining such uses as provided for in Section 2. Activities considered Home Occupations as defined in Section 20 shall not constitute a commercial enterprise.

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Lot owners may not use the airport or runway for commercial activity or for self-enterprise (examples: student pilot training, crop dusting, aircraft charter, etc.). Nothing contained herein shall be considered as prohibiting Leeward Air Ranch Airport, Inc., or its successors or assigns from granting permission to use the airport or runway for commercial activities.

Section 20. Home Occupations. A Home Occupation shall be defined as an enterprise which meets the following standards and restrictions:

1. No person other than members of the family residing on the premises shall be engaged in such occupation.
2. The use shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character of the structure.
3. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation and no signs advertising such occupation shall be permitted.
4. No prospects or customers may visit the premises except in the case of Aircraft Restoration.
5. Aircraft Restoration may be considered a home occupation under the following conditions:
  1. No more than 2 projects are under fabrication, construction or restoration at any one time. Personal projects, those jointly owned with another lot owner, or those done without compensation for another lot owner shall not count toward said total.
  2. The customer does not work on the project and limits visits to no more than 1 inspection per month.
6. A real estate office, construction office, beauty shop, aircraft sales office, flight instruction business, and aircraft repair business shall not be considered for home occupation approval. Flight instruction given to other lot owners shall not require approval.

The lot owner shall submit to the Association a Home Occupation Application stating the nature and extent of the business. If the Association approves such application, such approval shall be for a 1 year period and shall automatically renew for successive 1 year periods unless the Association notifies the lot owner that the approval has not been renewed and states the reason for such non-renewal. The Association may terminate such approval prior to the renewal date for cause. Upon termination or expiration of the approval, the lot owner shall immediately discontinue all activities requiring such approval. The issuance of a home occupation permit by a governmental authority shall not be entitle the lot owner to approval by the Association.

Section 21. Signs. No signs shall be erected on any lot except name signs and "For Sale" signs not to exceed 6 square feet each. Nothing contained herein shall be considered as prohibiting the Developer or its successors or assigns from erecting and maintaining advertising signs without restrictions as to size.

Section 22. Resubdivision. No lot shall be otherwise divided or resubdivided by any lot owner unless both portions of said lot shall be used to increase the size of an adjacent lot. The Developers shall be entitled to the right to subdivide or resubdivide said lots as they see fit.

Section 23. Aviation Activities Clause. All purchasers of property in LEEWARD AIR RANCH VILLAGE acknowledge they are aware that this is a Fly-In community and that the subdivision is adjacent to an airport and within the traffic pattern of said airport. The buyer, its successors, and occupants hereby waive any objection to aviation activities carried on or connected with said airport or airspace above the airport or LEEWARD AIR RANCH VILLAGE. All roadways, in addition to vehicle use, will serve as runway access for "taxiing aircraft" to and from individual lots.

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Section 24. Variance or Waiver. The Developer may vary or waive the requirements of these covenants and restrictions in the case of hardship not created due to the fault of the lot owner.

Section 25. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer (or its designated agent), the Association, and any lot owner, and their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the lots subject to this Declaration, and any Supplemental Declaration, has been recorded, agreeing to revoke said covenants, restrictions, and conditions. Provided, however, that no such agreements to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 26. Notices. Any notice required to be sent to any lot owner pursuant to any provision of this declaration shall be served by hand delivery to the lot owner or by depositing such notice in the mails, postpaid, certified mail, return receipt requested, addressed to the lot owner for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 27. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any of said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of Developer, Association, or any lot owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the surface water or stormwater management system.

In connection with any litigation including appellate proceedings arising out of the enforcement of this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 28. Amendment. The Developer may, in its sole discretion, make modifications, deletions, additions or amendments to these restrictions applicable to the aforesaid lands, providing that any such additional restrictive covenants or modifications, deletions, or amendments thereto shall not affect the lien of any mortgage then encumbering any of the aforesaid lands.

Any amendment to these restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas must have the prior approval of the St. Johns River Water Management District.

Section 29. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid. If any portion of this Declaration is declared unconstitutional or if the applicability of this Declaration is held invalid, the validity of the remainder of the Declaration and the applicability of this Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section, or portion of the Declaration shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 30. Captions. The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Sections to which they refer

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Section 31. Gender. The masculine gender shall be construed to include a female or a corporation where the context so requires.

Section 32. Definitions. Unless the context otherwise requires, whenever used in this Declaration:

1. "Person" shall include a corporation or other legal entity.
2. "Lot" shall mean any plot of land shown as a numbered parcel on the aforementioned plat of survey or on any plat of survey hereafter recorded if such numbered parcel becomes subject to this Declaration.
3. "lot owner" shall mean the owner or the immediate family of the owner of any land subject to this Declaration, as the context may allow.
4. the "Association" shall mean Leeward Air Ranch Property Owners' Association, Inc., Non-Profit, its successors or assigns.
5. The "Developer" shall also mean the successors and assigns of the Developer as well as any designee or agent of the Developer as the context may allow.
6. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 13<sup>TH</sup> day of MARCH, 1996.

Signed, sealed and delivered in the presence of:

[Signature]  
Printed Name: James K. Leeward

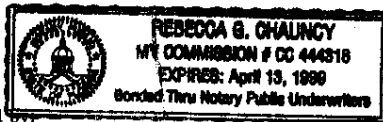
[Signature]  
Printed Name: Rebecca G. Chauncy

SQUADRON 567 CORP.  
BY: [Signature]  
Dirk J. Leeward,  
Vice President  
(CORPORATE SEAL)

STATE OF FLORIDA,  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 13 day of March, 1996, by Dirk J. Leeward, Vice President of Squadron 567 Corp., who is personally known to me ~~(or who has produced~~ as identification) and who did (not) take an oath.

(Notary Seal)



Printed Name,  
Commission No. and  
Expiration:

[Signature]  
Notary Public

This Instrument prepared by  
Dirk J. Leeward, an officer of  
Squadron 567 Corp.  
7801 S.E. 58th Ave.  
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