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R-3750



This Instrument prepared by:
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DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 04/04/2002 08:47:23 AM
FILE NUM 2002037304 OR BK/PG 03138/0837
RECORDING FEES 37.50

**LEEWARD AIR RANCH SQUADRON 8
PROTECTIVE COVENANTS, CONDITIONS AND RESERVATIONS**

WHEREAS, RAF GROUP 45, LLC., 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, 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 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.

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 and Minimum Design Criteria

2.1 General Use Restrictions.

2.1.1 Permitted Uses. 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.

2.1.2 Ownership, Rental and Occupancy Restrictions

2.1.2.1 Transfer. No lot owner shall convey an ownership interest in his lot or lots less than that which he owns. Lots shall not be owned in a trust, 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. The transfer of ownership into a name other than a natural person shall only be permitted with the express written permission of the Developer. If such transfer is approved, a qualifying person shall be subject to approval by the Association and the lot may not be occupied by anyone other than the qualifying person and his immediate family.

2.1.2.2 Leasing. No lot owner may lease ("lease" shall mean the transfer of any leasehold interest including renting without a formal agreement) any lot, dwelling, accessory structure, hangar, or other space except under the following conditions:

2.1.2.2.1 Each lease must be approved in writing by the Developer.

2.1.2.2.2 The tenant may only be another approved lot owner.

2.1.2.2.3 A guest apartment or guest cottage as defined in Section 2.2.3 may be leased to a tenant for up to one year while the tenant is building his home in Leeward Air Ranch

2.1.2.2.4 The main dwelling may only be leased with the entire property and the tenant and lessor may not occupy the property at the same time. During this time, the lessor may not use any portion of the property or use the runway.

2.1.2.2.5 Hangar space may only be leased to other lot owners who are occupying their home in Leeward Air Ranch.

2.1.2.3 Occupancy. Except for the immediate family of the lot owner, no lot owner shall permit the occupancy of any lot by any person not approved by the Developer.

2.1.2.4 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.

2.2 Minimum Design Criteria.

2.2.1 Precedent. The criteria established in this Declaration shall apply solely to Leeward Air Ranch Squadron 8. The prior approval of any structure in other phases of Leeward Air Ranch shall not serve to set precedent for approvals within Leeward Air Ranch Squadron 8.

2.2.2 Residence Size and Height. The main dwelling shall have a minimum of 2,500 square feet of living area if the lot is contiguous to the runway and 2,200 square feet of living area otherwise. No structure shall exceed two stories high (except for lookout towers) and must have an attached or detached airplane hangar and a garage for a minimum of two cars 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.

2.2.3 Accessory Structures. All accessory buildings, garages, carports and hangars must conform with the design, quality and materials of the main dwelling. No structure of any type shall be constructed on any lot prior to the construction of the main dwelling 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. A single accessory apartment or cottage not to exceed 400 square feet of living area may be permitted for the exclusive use of family or full-time servants or temporary use by guests.

2.2.4 Plans. A professionally drawn site plan, building plan, and landscape plan meeting the minimum requirements must be submitted for review along with the home as required by Section 3. If the grade of the lot is proposed to be changed by more than 12 inches, a professionally drawn drainage and grading plan is also required. Approval from the Developer is required prior to any substantial deviation from the approved plan.

2.2.5 Landscaping and Lawns. All Lots 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:

2.2.5.1 Trees. One of the following tree groups for each full 2,000 square feet under roof:

- One (1) hardwood tree (including oaks, elms, etc. and excluding pines and palms) a minimum of 4 inches Diameter at Breast Height (DBH).
- Four (4) pine trees a minimum of six (6) feet in height.
- Three (3) sable palm trees.
- 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.

2.2.5.2 Other Landscaping. The balance of the landscaping excluding grass, sod and the above trees shall have 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.

2.2.5.3 Statuary and Lawn Ornamentation No statuary, lawn ornamentation, or flags shall be permitted on any lot unless approved in writing by the Developer, who may withhold approval in its sole discretion. An American flag not exceeding 12 square feet on a pole not exceeding 20 feet in height shall not require approval if placed within the building setbacks.

2.2.5.4 Prohibited Locations. No landscaping other than grass, ivy, flowers, or other low growing, non-woody ground cover shall be planted within any utility easement or taxiway easement. Any such plantings are at the risk of the lot owner and subject to removal, disturbance, and vehicular traffic without notice, compensation, or replacement.

2.2.5.5 Maintenance. 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.

2.2.6 Swale Grades. The grade of 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.

2.2.7 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. An expansion joint shall be provided between the driveway and the curb or edge of pavement as applicable. (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. 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.

2.2.8 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.

2.2.9 Shutters. Hurricane shutters or any roll down type of shutter or similar product cannot have their storage boxes mounted on the exterior of a structure. Shutters shall only be used for storm events, not routine or periodic security, and such shutters may not be kept in a rolled down position except in the event of an imminent hurricane or other major storm event and must be immediately retracted after the danger has passed. Any temporary shutters shall be removed immediately after the danger has passed.

2.2.10 Specific Prohibitions.

2.2.10.1 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. Stucco shall not be used to simulate brick, stone or other materials.

2.2.10.2 No plumbing vent or heating vent (other than a chimney using the same materials as the home) shall be placed on the front yard side of any roof of any dwelling or structure unless specifically approved in the Architectural Review process.

2.2.10.3 No 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. Window air conditioning units are prohibited.

2.2.10.4 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.

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

2.2.10.6 Open sided planeports are prohibited and all hangars must be equipped with doors.

2.2.11 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 the hangar or garage or buried below ground. The well and pressure tank and the septic tank and drain field must be shown on the plans required by Section 3.

2.3 Specific Use Restrictions

2.3.1 Outdoor Lighting or Street Lighting.

2.3.1.1 For the purpose of overall safety and security, each homeowner shall purchase, install, and maintain a yard light in the front yard of the lot. The location, 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. A disconnect or switch shall be installed on the pole. For lots fronting on taxiways, the lantern shall be placed along a line fifty (50) feet from the centerline.

2.3.1.2 The Association may elect to install street lights for the benefit of the lot owners and to impose assessments for purchase, maintenance, operation, and repair on lots served by such lights.

2.3.2 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, confined to the lot by a fence or an electronic device, or on a leash when off the lot 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.

2.3.3 Lines, Antennas, Poles and Mailboxes.

2.3.3.1 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.

2.3.3.2 All communication antennas and dishes are prohibited except for the following:

2.3.3.2.1 A VHF Aircraft Band and/or FM antenna shall be permitted on the television mast or on a building no greater than 5 feet above the roofline.

2.3.3.2.2 Television antennas of a height of less than forty (40) feet from ground level and attached to the main dwelling shall be permitted. 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.

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

2.3.3.4 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.

2.3.4 Garbage and Trash Containers, Burning. Containers must be hidden from sight or recessed flush with the ground in permanent containers. There shall be no open burning of any kind. 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 taxiway pavement and only on the scheduled day of collection. All containers shall be put away before dusk.

2.3.5 Maintenance and Outside Storage.

2.3.5.1 No refuse, 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 any lot. Lots are to be kept clean and free of all debris.

2.3.5.2 All aircraft, vehicles, equipment, machinery, or parts thereof, shall be stored inside a fully enclosed hangar or garage except that:

2.3.5.2.1 Carports, if approved, may only be used to store licensed automobiles; and

2.3.5.2.2 House guests may park airworthy aircraft in a tie down area on the lot which has been approved by the Developer and automobiles in the driveway no closer to a property line than the setbacks in Section 2.4.

2.3.5.3 In the event that the lot owner shall fail or refuse to comply with this section, 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.

2.3.5.4 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 nine (9) months, restore said home to its former condition or remove said home in its entirety.

2.3.6 Fuel Storage.

2.3.6.1 All L. P. gas tanks must be buried or completely hidden from view by a structural wall, fence, or hedge approved by Developer.

2.3.6.2 Underground storage of any fuels or chemicals other than L.P. gas is prohibited.

2.3.6.3 Bulk storage of fuel is limited to 550 gallons and shall be stored above ground in an approved containment structure and completely hidden from view. Alternatively, up to two portable fuel tanks not exceeding a total of 275 gallons each are permitted to be stored on the lot if properly grounded, stored on a concrete surface and completely hidden from view except when refueling.

2.3.7 Commercial Activity.

2.3.7.1 No business, commercial enterprise or hanging 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 2.1.1. Activities considered Home Occupations as defined in Section 2.3.8 shall not constitute a commercial enterprise.

2.3.7.2 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

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

2.3.8.1 No person other than members of the family residing on the premises shall be engaged in such occupation. 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.

2.3.8.2 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.

2.3.8.3 No prospects or customers may visit the premises except in the case of Aircraft Restoration.

2.3.8.4 Aircraft Restoration. Aircraft Restoration may be considered a home occupation under the following conditions:

2.3.8.4.1 Customers that are not Lot Owners do not work on the project and limit visits to no more than one inspection per month; and

2.3.8.4.2 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.

2.3.8.5 Prohibited Occupations. 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.

2.3.8.6 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.

2.3.9 Signs.

2.3.9.1 No signs shall be erected on any lot except name signs and "For Sale" signs. Such signs shall be of a consistent size, color and design as approved by the Developer. Signs remaining more than one week after the closing of the sale are prohibited, shall be considered abandoned property and may be removed and disposed of by the Developer or the Association without notice or compensation. No signs shall be placed in taxiway easements.

2.3.9.2 Nothing contained herein shall be considered as prohibiting the Developer or its successors, assigns, or designated representatives from erecting and maintaining advertising signs without restrictions as to style or size.

2.3.10 **Clotheslines and Solar Energy Devices.** By Florida law, devices based on renewable resources cannot be prohibited from installation within florida developments. Their location, however, may be reasonably regulated.

2.3.10.1 Clotheslines shall be located where they are not visible from any streets, common areas, the runway, or the first floor of any structure on other lot.

2.3.10.2 External components of systems utilizing alternative energy sources used for the heating or cooling of buildings or structures, to the maximum extent possible under the law, shall follow the plane and coloration of the surface upon which they are mounted and be installed at locations least visible from streets, common areas, and the runway.

2.4 Set Backs.

2.4.1 The following setbacks are minimum setbacks and may be increased by the Developer after taking into consideration of type of structure, wall height and detailing, door and window locations, massing, proportion, relationship to existing improvements on the adjoining lots as well as the subject lot, and other aesthetic considerations.

2.4.1.1 No improvement other than driveways, landscaping, mailboxes, and fences shall be permitted closer to the lot lines as follows:

- Westerly boundary of Block 22 - 70' (approximately 170' from the runway lights)
- Easterly boundary of Block 21 - 50' (approximately 170' from the runway lights)
- Front setback on Leeward Air Ranch Circle - 60' (72' from the centerline)
- Front setback on S.E. 72nd Ave. - 50' (70' from the centerline)
- Northerly side setback on Lot 2, block 21, Lot 1, Block 22 and Lot 1, Block 23 - 30'
- Side setback on S.E. 86th Place - 25' (45' from the centerline)
- Other rear setbacks - 35'
- Other side setbacks - 10'

2.4.1.2 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 additional required set back from the edge of a taxiway easement.

2.4.2 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.

Section 3. - Architectural Review Process.

3.1 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 tree, building (including an addition or accessory), structure, swimming pool, underground irrigation system, fence, wall, driveway, antenna, yard light, or other improvement shall be commenced, erected or maintained, nor shall any addition to or change or alteration (including but not limited to repainting) therein be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, color scheme, wall sections, location and the approximate cost of such work has been submitted in writing to the Developer and the lot owner has received written approval from the Developer.**

3.2 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 submittal to the Developer in writing. The Developer will endeavor to review and comment on the submittal within 14 days but in no case shall such comments or lack of comments be construed to be an approval of said plans.

3.3 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.

3.4 If Developer fails to approve or disapprove plans and specifications within thirty (30) days after receipt of a complete application thereof by the Developer, the lot owner shall notify the Developer by hand delivery, certified mail, or express carrier and obtain a signed receipt. The Developer's failure to give notice of its disapproval within seven days after such notification shall be deemed to constitute its approval thereof. Developer may give such notice by regular mail, fax, or electronic mail.

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

3.6 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.

3.7 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.

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

Section 4. - Easements

4.1 The thirty (30) foot wide "ROADWAY AND TAXIWAY 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.

4.2 The thirty-five (35) foot wide "TAXIWAY 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. Use of such easements shall be limited to aircraft and occasional use only by vehicles owned or operated by lot owners burdened by the easement.

4.3 In addition to any easements shown on the plat, the following easements have been reserved by the Developer on plat:

4.3.1 A 7½ foot drainage easement contiguous to all lot lines comprising the boundary between two lots. Such easement shall not apply to any boundary where two lots have been combined for the purpose of building a single residence on both lots, unless drainage improvements have previously been constructed on such boundary

4.3.2 a drainage and underground utility easement within all taxiway easements

4.3.3 an above ground utility easement for utility pedestals and transformers not exceeding 3 feet in height placed within 5 feet of a lot line and between 22 and 27 feet from the centerline of a roadway.

4.4 Additionally, the Developer hereby reserves the right to place traffic control signs within the first 35 feet of any lot contiguous to a taxiway.

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

4.6 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 5. - Use and Maintenance of Runway and Common Areas

5.1 Ground and Air Traffic.

5.1.1 All vehicles shall yield the right-of-way to aircraft taxiing 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.

5.1.2 Hover taxiing of helicopters down roadways and taxiways not contiguous to the runway is prohibited. Certain jet aircraft may be required to be towed to and from the runway.

5.1.3 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, except that for parties and special events, guests may park on the shoulders of streets not used for aircraft taxiing.

5.1.4 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.

5.2 Use of Runway. Qualified property owners and qualified occupants of LEEWARD AIR RANCH Squadron 8 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.

5.3 Common Area Maintenance.

5.3.1 The maintenance of all rights-of-ways, drainage retention areas, streets, taxiways, access roads, and other common areas, as well as the improvements thereon, shall be considered the common or collective responsibility of the property owners except as otherwise provided.

5.3.2 For any lot upon which a taxiway easement has been reserved, the lot Owner shall be responsible for the maintenance, operation and repair of that portion of such easement on the lot.

5.3.3 The maintenance, operation and repair of facilities that normally benefit only a subset of lot owners, such as taxiway easements and facilities that are provided only in certain areas such as street lighting, the Association may elect to impose assessments on those lot owners and undertake such

maintenance, operation and repair or designated elements thereof.

5.3.4 Maintenance of utilities within easements shall be the responsibility of the owner of the utility.

5.4 Surface Water or Stormwater Management System Maintenance.

5.4.1 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.

5.4.2 As a part of the Surface Water Management System for the purpose of managing and containing the flow of excess surface water, if any, maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales, berm or other facilities to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. John River Water Management district. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the drainage or water retention facility is prohibited. No alteration of any surface water drainage or retention facility shall be authorized and any damage to any such facility, whether caused by natural or human-induced phenomena, shall be repaired and the facility returned to its former condition as soon as possible by the person or entity responsible for maintenance an repair as provided herein.

5.5 **Aviation Activities Clause.** All purchasers of property in LEEWARD AIR RANCH 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. All roadways, except those so designated, in addition to vehicle use, will serve as runway access for "taxiing aircraft" to and from individual lots.

Section 6. - Miscellaneous Provisions

6.1 **Variance or Waiver.** The Developer may vary or waive the requirements of these covenants and restrictions when unique circumstances such as topography, natural obstructions, hardship, unique design aesthetics, or environmental challenges exist. The lot owner seeking such variance must demonstrate that such circumstance exists. The legal standard of "hardship not the fault of the owner" shall not apply. All variances must be applied for and approved in writing.

6.2 **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 expiration date of such period, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Easements shall be of perpetual duration and are non-revokable.

6.3 **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.

6.4 Enforcement.

6.4.1 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.

6.4.2 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.

6.5 **Attorneys' Fees.** 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.

6.6 Amendment.

6.6.1 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.

6.6.2 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.

6.7 **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 conflicting law is repealed, held to be invalid, or otherwise rescinded, such provisions shall be fully reinstated. 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.

6.8 **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.

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

6.10 **Definitions.** Unless the context otherwise requires, whenever used in this Declaration:

6.10.1 "person" shall include a corporation or other legal entity.

6.10.2 "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.

6.10.3 "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.

6.10.4 "front yard" shall mean the yard between the main structure and the street that the house faces but not the runway.

6.10.5 The "Association" shall mean Leeward Air Ranch Property Owners' Association, Inc., Non-Profit, its successors or assigns.

6.10.6 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.

6.10.7 "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 3rd day of April, 2002.

Signed, sealed and delivered in the presence of:

Rebecca G. Chauncy
Printed Name: Rebecca G. Chauncy

Dirk J. Leeward
Printed Name: Dirk J. Leeward

RAF Group 45, LLC

BY:

James K. Leeward
James K. Leeward
President

STATE OF FLORIDA,
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 3rd day of April, ~~19~~2002, by James K. Leeward, as President of RAF Group 45, LLC, 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:

Rebecca G. Chauncy
Notary Public



Rebecca G. Chauncy
MY COMMISSION # CC819292 EXPIRES
April 13, 2003
BONDED THRU TROY FAIN INSURANCE, INC.