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BY *Francis E. Higgins* D.C.

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RECORDED AND RECORD
VERIFIED
MARION COUNTY, FL

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FIRST AMENDMENT TO
LEEWARD AIR RANCH UNIT NO. 1 AND UNIT NO. 2
PROTECTIVE COVENANTS, CONDITIONS AND RESERVATIONS

BK 1487 Pg 1323

WHEREAS, BAHIA OAKS, INC., a Florida Corporation and MARION INVESTORS, INC., a Florida corporation, collectively as "Developer", caused to be filed a DECLARATION as recorded in Official Records Book 1115, Pages 0583 through 0589, inclusive, Public Records of Marion County, Florida; and

WHEREAS, Leeward Development Group, Inc., a Florida corporation, is the Assignee from Marion Investors, Inc., a Florida corporation.

WHEREAS, Developer desires to amend said Declaration, as provided for in the Declaration.

NOW, THEREFORE, Developer does hereby declare that the Declaration recorded in Official Records Book 1115, Pages 0583 through 0589, inclusive, Public Records of Marion County, Florida, be and the same is hereby amended as follows:

1. That Leeward Development Group, Inc. as the Assignee from Marion Investors, Inc., of all of its rights, title and interest of Marion Investors, Inc. in and to the subject Declaration and any Supplemental Declaration hereafter filed shall be substituted for and in the place and stead of Marion Investors, Inc., wherever Marion Investors Inc. appears in said Declaration whether as Developer or otherwise, or in any Supplemental Declaration with all of the rights, duties and powers afforded Marion Investors, Inc. under said Declaration and any Supplemental Declaration.

2. That the Declaration is amended in its entirety and shall be replaced by the following:

PROTECTIVE COVENANTS, CONDITIONS AND RESERVATIONS
LEEWARD AIR RANCH UNIT NO. 1 AND UNIT NO. 2

WHEREAS, BAHIA OAKS, INC., a Florida corporation and LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation (hereinafter collectively 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 either of the corporations by the several owners of one or more tracts or lots in

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LEEWARD DEVELOPMENT GROUP, INC.
7801 S.E. 58th AVE.
OCALA, FL 32672
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said development, and as an inducement to persons to purchase the tracts in said development from the corporations, the corporations do 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 corporation, 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 country style atmosphere with those who have a common interest -- 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 will be 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 security 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, vehicular and equipment parking and storage facilities, utility plants, drainage areas, parks, offices and other uses designated by Developer.

Single-family dwellings shall have a minimum of 1000 square feet of living area, shall not exceed two stories high and must have an attached or detached airplane garage, hangar or plane port which conforms with the design, quality and materials of the main dwelling. The term single-family dwelling shall be deemed to include, for example: attractive log cabins, expandable vacation cottages, and hangars or airplane garages incorporating a well designed, attached, exterior living area with a minimum of 1000 square feet of living area to be used as a single-family dwelling. 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 phase construction of improvements, which approval will be subject to certain provisions and shall be at the sole discretion of developer or assigns. An airplane garage, hangar or garage may also contain living quarters attached to the exterior of said building for the exclusive temporary use of guests or servants. All accessory buildings, garages and hangars must conform with the design, quality and materials of the main dwelling.

Section 3. Architectural Review. 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, 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 or developer's designated agent and the lot owner has received written approval from the Developer (or agent). The Developer's failure to give notice of its disapproval of such plans and

specifications within thirty (30) days after receipt thereof by the Developer shall be deemed to constitute its approval thereof. When construction of any building is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

Section 4. Set Backs. All buildings must conform to the required yard specifications of the Plat. These setbacks are typically ten (10) feet from the side yard, fifty (50) feet from any street, taxiway or runway, and twenty-five (25) feet from the rear lot line.

Section 5. Easements. In addition to the easements shown on the record plat, the Developer specifically reserves a twenty (20) foot easement running along all the lot lines bordering a street or taxiway to help insure proper wing clearance to allow two (2) aircraft to pass. Nothing higher than one (1) foot shall be placed, grown or allowed to remain in the easement.

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. It is the intent of the Developer that no ingress or egress or other access shall be allowed from lots within the development to or from Southeast 70th Avenue except over platted streets within Leeward Air Ranch.

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 tanks shall not be placed in the "Potable Water Well Protection Area" as shown on the record plat. The well and pressure tank and the septic tank and drain field must be shown on the site plan submitted to the Developer before construction.

Section 7. Landscaping and Lawns. All buildings shall be landscaped within 3 months of completion or within 9 months of start of construction, whichever occurs first.

Lot owners shall be required to install and maintain the following minimum landscaping on all homes:

1. Twenty (20) 1 gallon ground cover plants, and
2. Thirty (30) 3 gallon foundation shrubs, and
3. Three (3) 7 gallon accent trees, and
4. Two (2) 4 inch caliber oak trees or two (2) 16 foot clear trunk Sable Palms.

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.

Section 8. Outdoor Lighting or Street Lighting. Each homeowner shall purchase and install a lantern (yard light) at the front of his

lot, which is to be selected and positioned by the Developer. The lantern will be owned and maintained by the homeowner, and it shall be automatically activated by a photoelectric cell which will keep the light on from dusk to dawn. The wattage shall be determined by Developer and shall be the same for each light. Unless otherwise determined by Developer, the lantern shall be placed along a line twenty (20) feet from the lot line bordering a 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, all animals shall be kept in a fenced-in enclosure or kept on a leash when off the pet owners property. No more than two (2) household pets shall be allowed to be kept on any parcel or lots by any owner or occupant in the development.

Section 10. Antennas, Clotheslines and Mailboxes. All electrical lines and telephone 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. All clotheslines must be of the folding umbrella type, placed inconspicuously and folded when not in use. Radio and television antennas of a height of less than fifty (50) feet from ground level and attached to the main dwelling shall be permissible. Said poles, antennas, and other devices shall in any event be subject to FAA regulations concerning obstructions placed in the vicinity of airports. VHF Aircraft Band Antenna shall be permitted if installed on a single tower or mast not to exceed a height of fifty (50) feet from ground level and provided Developer approves the size, type and installation. No directional or unsightly two-way radio antennas shall be permitted. New TV antenna or satellite dish installations or replacements shall be prohibited at such time subdivision is serviced by cable television.

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. No mailboxes or newspaper boxes shall be allowed on any taxiroad, taxiway or road due to their interference with wing clearance of aircraft during taxi.

Section 11. Trash and Trash Containers. No unused building materials, junk, barrels, or rubbish shall be left exposed on said property and no worn out, discarded, or unlicensed automobiles, trucks, commercial vehicles, trailers, house trailers, machinery, or other vehicles or parts thereof, shall be stored on any lot. There shall be no open burning of trash. All L. P. gas tanks must be hidden from view by a structural wall, fence, or hedge. Garbage cans must be hidden from sight or recessed flush with the ground in permanent containers.

Trash and garbage must be regularly collected and may be placed at the roadside only on the scheduled day of collection.

Section 12. Outside Storage. No disassembled aircraft or other vehicles shall be kept, parked or 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 licensed automobiles. Lots are to be kept clean and free of all unsightly structures or debris. The Developer or its assigns 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 by Developer shall constitute a trespass. Parking of travel trailers, boats or trailers and motor homes shall be subject to rules from time to time promulgated by Developer.

Section 13. Fuel Storage. In accordance with current Marion County regulations applicable to residential subdivisions, bulk storage of gasoline or other motor fuels is prohibited.

Section 14. Driveways and Culverts. Prior to commencing any construction or moving any heavy equipment or vehicles onto any lot, the driveway location shall be flagged. During construction, only that flagged area shall be used for ingress and egress. The remaining lot boundaries shall be flagged or roped off to ensure that vehicles do not use the adjacent shoulder or swale area and do not trespass on adjacent lots, since each lot owner shall be held monetarily responsible for damage to roads, swales, and adjacent lots by their contractors or sub-contractors.

The lot owner must install a concrete or asphalt driveway from the edge of the paved street to at least twenty 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.

All culverts required to be installed in the right-of-ways shall meet specifications set by Developer as to location, size and quality.

Section 15. Ground and Air Traffic. All aircraft shall have the right-of-way when taxiing on the roadways. 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.

The Developer, its successors, assigns, or designated representative reserves 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 twenty (20) 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 Unit No. 1 and Unit No. 2 will be granted permission to use the runway lying adjacent to the above subdivision by LEEWARD AIR RANCH AIRPORT, INC., a Florida corporation not for profit, 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., NON-PROFIT.

Section 17. Maintenance. 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.

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, its successors or assigns, or its designated representative, may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for such services; and such entry on the part of the Developer, its successors or assigns, or its designated representative shall not constitute a trespass.

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 18. 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.

Section 19. Fences and Walls. No fences or walls shall be erected on any lot without first submitting a Site Plan 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 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 20. Commercial Activity and Signs. No business, commercial enterprise or hangaring of non-lot owner aircraft shall be allowed or conducted on or from any of said tracts. No signs shall be erected by a lot owner on any tract except small name signs and small "For Sale" signs such as are commonly used by realtors. 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 and a construction sales office upon the property until such time as all of the lots within the subdivision have been sold or to operate utility and other service businesses from said premises perpetually in said office. The hangaring of a non-lot owner aircraft, for the purpose of long term restoration will not violate the provisions of this paragraph nor be considered a commercial enterprise as long as it is on a limited basis and not the lot owner's sole source of income and is generally a hobby.

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., Non-Profit, or its successors or assigns from granting permission to use the airport or runway for commercial activities.

Section 21. Resubdivision. The Developers shall be entitled to the right to subdivide or resubdivide said lots as they see fit. 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.

Section 22. 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, in addition to vehicle use, will serve as runway access for "taxiing aircraft" to and from individual lots.

Section 23. 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 the Owner of any land subject to this

Declaration, and their respective legal representatives, heirs, successors and assigns until January 1, 2030, after which time said covenants shall be automatically extended for successive periods of thirty (30) 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 24. Notices. Any notice required to be sent to any member pursuant to any provision of this declaration shall be served by hand delivery to the member or by depositing such notice in the mails, postpaid, certified mail, return receipt requested, addressed to the member 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 25. 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, 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.

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 26. 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.

Section 27. 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 28. 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.

Section 29. Gender. The masculine gender shall be construed to include a female or a corporation where the context so requires.

Section 30. Definitions. Unless the context otherwise requires, whenever used in this Declaration:

(a) "Person" shall include a corporation or other legal entity.

(b) "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.

(c) the "Association" shall mean Leeward Air Ranch Property Owners' Association, Inc., Non-Profit, its successors or assigns.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 4th day of March, 1988.

Signed, sealed and delivered in the presence of:

Dalores E. Jomlinson
Barbara A. Allen

LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation

BY: Dirk J. Leeward
Dirk J. Leeward, President

(CORPORATE SEAL)

Dalores E. Jomlinson
Barbara A. Allen

BAHIA OAKS, INC., a Florida corporation

BY: James K. Leeward
James K. Leeward, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared DIRK J. LEEWARD, as President of LEEWARD DEVELOPMENT GROUP, INC., and after first being duly sworn, acknowledged to me that he signed the foregoing instrument in his capacity as an officer of LEEWARD DEVELOPMENT GROUP, INC., on behalf of said corporation and as its official act, for the purposes stated therein.

ACKNOWLEDGED before me this 4 day of March, 1988

Barbara A. Allen

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared JAMES K. LEEWARD, as President of BAHIA OAKS, INC., and after first being duly sworn, acknowledged to me that he signed the foregoing instrument in his capacity as an officer of BAHIA OAKS, INC., on behalf of said corporation and as its official act, for the purposes stated therein.

ACKNOWLEDGED before me this 4 day of March, 1988

Barbara A. Allen

Notary Public, State of Florida
My Commission Expires March 10, 1987
Board of Notary Public Examiners, Inc.

Notary Public, State of Florida
My Commission Expires March 10, 1987
Board of Notary Public Examiners, Inc.

10.32R

SECOND AMENDMENT TO
LEEWARD AIR RANCH UNIT NO. 1 AND UNIT NO. 2
PROTECTIVE COVENANTS, CONDITIONS AND RESERVATIONS

WHEREAS, BAHIA OAKS, INC., a Florida Corporation and MARION INVESTORS, INC., a Florida corporation, collectively as "Developer", caused to be filed a Declaration as recorded in Official Records Book 1115, Pages 0583 through 0589, and BAHIA OAKS, INC., a Florida Corporation and LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation, collectively as "Developer", caused to be filed a First Amendment to said Declaration as recorded in Official Records Book 1487, Pages 1323 through 1330, Public Records of Marion County, Florida; and

WHEREAS, Leeward Development Group, Inc., a Florida corporation, is the Assignee from Marion Investors, Inc., a Florida corporation.

WHEREAS, Developer desires to amend said Declaration, as provided for in the Declaration.

NOW, THEREFORE, Developer does hereby declare that the Declaration is hereby amended as follows:

1. That Section 4 is amended in its entirety and shall be replaced by the following:

Section 4. Set Backs. All buildings must be set back fifty (50) feet from any street, taxiway or runway, twenty-five (25) feet from the rear lot line, and ten (10) feet from side lot lines. In addition, for lots in Block 3, Unit No. 1 and Block 6, Unit No. 2, the rear set back line bordering the north-south taxiway adjacent to the runway shall be fifty (50) feet.

2. That Section 6 is amended in its entirety and shall be replaced by the following:

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. No septic tank shall be placed on the lot without the express written approval as to size and location. The well and pressure tank and the septic tank and drain field must be shown on the site plan submitted to the Developer before construction.



BY *Francis E. Higgins* D.C.
Back
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VERIFIED
MARION COUNTY, FL
1988 MAR -7 PM 4:05

LEEWARD DEVELOPMENT GROUP INC.
7301 SE 58TH AVE
OCALA, FL 32672

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 7TH day of March, 1988.

Signed, sealed and delivered in the presence of:

Barbara A. Allen
Dolores E. Tomlinson

(CORPORATE SEAL)

LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation

BY: Dirk J. Leeward
Dirk J. Leeward, President

Barbara A. Allen
Dolores E. Tomlinson

(CORPORATE SEAL)

BAHIA OAKS, INC., a Florida corporation

BY: James K. Leeward
James K. Leeward, President

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared DIRK J. LEEWARD, as President of LEEWARD DEVELOPMENT GROUP, INC., and after first being duly sworn, acknowledged to me that he signed the foregoing instrument in his capacity as an officer of LEEWARD DEVELOPMENT GROUP, INC., on behalf of said corporation and as its official act, for the purposes stated therein.

ACKNOWLEDGED before me this 7 day of March, 1988.

Barbara A. Allen

STATE OF FLORIDA
COUNTY OF MARION

Notary Public, State of Florida
My Commission Expires March 10, 1989
Bonded New York Life Insurance, Inc.

BEFORE ME, the undersigned authority, personally appeared JAMES K. LEEWARD, as President of BAHIA OAKS, INC., and after first being duly sworn, acknowledged to me that he signed the foregoing instrument in his capacity as an officer of BAHIA OAKS, INC., on behalf of said corporation and as its official act, for the purposes stated therein.

ACKNOWLEDGED before me this 7 day of March, 1988.

Barbara A. Allen

Notary Public, State of Florida
My Commission Expires March 10, 1989
Bonded New York Life Insurance, Inc.

RAF Group 45, LLC
P.O. Box 1476
Ocala, FL 34478



DAVID R ELLSPERMANN CLERK OF COURT MARION COUNTY

DATE: 04/19/2012 02:36:48 PM

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THIRD AMENDMENT TO
LEEWARD AIR RANCH UNIT NO. 1 AND UNIT NO. 2
PROTECTIVE COVENANTS, CONDITIONS AND RESERVATIONS

WHEREAS, BAHIA OAKS, INC., a Florida corporation, and MARION INVESTORS, INC., a Florida corporation, collectively as "Developer", recorded Protective Covenants, Conditions and Restrictions for Leeward Air Ranch Unit No. 1 and Unit No. 2 in Official Records Book 1115, Pages 0583 through 0589, Public Records of Marion County, Florida (the "Declaration"); and

WHEREAS, MARION INVESTORS, INC., a Florida corporation, assigned its rights as "Developer" to LEEWARD DEVELOPMENT GROUP, INC, a Florida corporation; and

WHEREAS, BAHIA OAKS, INC., a Florida corporation, and LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation, assigned their rights as "Developer" to RAF GROUP 45, LLC, a Florida limited liability company; and

WHEREAS, under the terms of the Declaration, the Developer may, in its sole discretion, make modifications, deletions, additions, or amendments to the Declaration;

NOW, THEREFORE, pursuant to the rights reserved to Developer in the Declaration, the Declaration is amended as follows;

1. That section 4 of the Declaration entitled "SET BACKS" is amended by adding the following language at the end thereof:

No landscaping other than grass or Developer approved groundcover and Developer approved plantings around wellheads within a four foot (4') radius of the center of the casing and no higher than three feet (3') above ground level shall be placed in within the easterly forty (40") feet of the rear set back for Lots in Block 3, Unit No. 1 and Block 6, Unit No. 2.

2. A new Section 31 entitled "WAIVERS AND VARIANCES" is added to the Declaration and shall read as follows:

The Developer may grant waivers and/or variances to Lot owners from the restrictions set forth herein if, in the Developer's sole discretion, the waivers and/or variances are not detrimental to the general character of the development. All requests for waivers and/or variances shall be in writing in order to be effective, and all waivers and/or variances granted shall likewise be in writing and executed by the Developer, its successor or assignee.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as the 18th Day of April, 2012.

RAF GROUP 45, LLC
a Florida Corporation

Joseph Strausbaugh
Witness: (Print Name)
Joseph Strausbaugh
Witness: Signature

By: Kent Leeward
Kent A. Leeward, Manager

Rebecca G. Chauncy
Witness: (Print Name)
Rebecca G. Chauncy
Witness: Signature

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 18th day of April, 2012 by KENT A. LEEWARD, MANAGER of RAF GROUP 45, LLC, a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification.



Rebecca G. Chauncy
Signature of Notary