

17391003

BOOK PAGE

File Copy - Do Not Remove

This instrument prepared by:
Jay D. Bond, Jr.
P.O. Box 191
Daytona Beach, Florida 32015

The plat to which this instrument
pertains is recorded in Map Book
33, page 103, et seq.,
Public Records of Volusia County,
Florida

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FLY-IN SPRUCE CREEK, INC. SUBDIVISION, UNIT ONE

THIS DECLARATION, made as of this 5th day of August,
1974, by FLY-IN SPRUCE CREEK, INC., a Georgia Corporation qualified
to do business in the State of Florida, with its principal place
of business in Atlanta, Georgia (hereinafter called "FISC"), owner
of the property described on Exhibit "A" attached hereto.

W I T N E S S E T H:

Whereas, FISC is the owner of certain real estate known as
the Spruce Creek Airport, and desires to create on said real
estate a Planned Unit Development with private streets,
taxiways, runways, recreational areas, other common areas,
and facilities for the benefit of the residents thereof, and to
provide for the maintenance thereof to ensure the best use and the
most appropriate development and improvement of each of the lots
which are subjected to this Declaration by Article I, Section 1,
hereof, and any other lots or properties which may be brought
within the scheme of this Declaration, as provided in Article I,
Section 2 hereof; to protect the owners of said lots and properties
against such improper use of or building on said lots and properties
as will depreciate the value of any of said lots and properties;
to preserve, as far as practicable, the natural beauty and to
ensure the best development of said lots and properties as well as
any other real estate which may be used or enjoyed by the residents
of said lots and properties; and, in general, to ensure that
improvements on said lots and properties will be of a high type
and quality; and, by establishing and providing for the enforcement
of this Declaration, to enhance the value of investments made by
purchasers of said lots and properties; and

Whereas to this end, FISC desires to subject the lots described
in Article I, Section 1, hereof, together with such other lots and
properties as may hereafter be made subject to this Declaration,
to the covenants, restrictions, easements, agreements, charges and
liens hereinafter set forth, each of which is for the protection
and benefit of said lots and properties and for the benefit of all
subsequent owners of said lots and properties, and each of which
shall inure to the benefit of, and run with, each of said lots; and

040032

AUG 7 9 03 AM '74

WHEREAS, FISC has caused to be incorporated under the laws of the State of Florida a nonprofit corporation, Spruce Creek Property Owners' Association, Inc. (hereinafter referred to as the "Association" which shall have the power and responsibility to maintain and administer certain properties and facilities, and which, as a beneficiary of this Declaration, and as agent of the owners of lots or other properties now or hereafter made subject to this Declaration, shall have the power and responsibility to administer and enforce the provisions of this Declaration and to collect and disburse the assessments and charges hereinafter created, and shall have the other powers and responsibilities set forth in the Association's Certificate of Incorporation and ByLaws, as amended from time to time;

NOW, THEREFORE, FISC hereby declares that the lots described in Article I, Section 1, hereof, are hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied, and mortgaged to otherwise encumbered, subject to this Declaration and to the covenants, restrictions, easements, agreements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth; and FISC further hereby declares that such of the property described in Exhibit A, attached hereto and made a part hereof, as may later be subjected to this Declaration, pursuant to the provisions of Article I, Section 2 hereof shall, from and after the filing of a supplementary declaration as described in Article I, Section 2 hereof be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration and to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth. Every grantee of any interest in any lot now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration, and to all the terms and conditions hereof, and shall be deemed to have assented to all of said terms and conditions.

ARTICLE I

Section 1. Property Hereby Subjected to this Declaration.

The lots which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements, agreements, charges and liens hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used occupied and mortgaged or otherwise encumbered, subject to this Declaration, are the lots shown on the plat of Fly-In Spruce Creek, Inc. Subdivision, Unit One, as recorded in Map Book 33, page 103, Public Records of Volusia County, Florida. Said lots are hereinafter referred to as the "Property". Lots having the suffix "R" are single family residential lots. Lots having the suffix "M" are multi-family residential lots.

Section 2. Additions to the Property.

Lands other than the Property may be made subject to this Declaration as follows:

(a) Additions by FISC as a Matter of Right. Until January 1, 1984, FISC shall have the right without compliance with sub-paragraph (b) hereof (exercisable from time to time by filing for record a supplementary declaration or declarations of covenants and restrictions as described in sub-paragraph (c) of this Section) to bring within the scheme of this Declaration any of the real estate (whether or not now owned by FISC) described on Exhibit "A"; provided, however, that FISC shall not be obligated to bring within

the scheme of this Declaration any of the real estate owned by it, and provided further that, if FISC elects not to bring said real estate within the scheme of the Declaration, in improving and developing said real estate, FISC shall not be obligated to impose covenants and restrictions on said real estate the same as or similar to the covenants and restrictions of this Declaration. Notwithstanding anything contained herein which might be interpreted to produce a contrary result, this Declaration does not create any charge, lien, or any other encumbrance or restriction on said real estate or affect in any way the title to said real estate other than the Property. Said real estate may be subjected to this Declaration only by the filing of a supplementary declaration as described in sub-paragraph (c) of this Section.

(b) Additions Pursuant to Association Approval. FISC or any other owner who desires to bring property which they may own within the scheme of this Declaration and to subject said property to the jurisdiction of the Association, may submit to the Association a supplementary declaration of covenants and restrictions, as described in sub-paragraph (c). Upon approval in writing by the Association pursuant to a majority vote of its members, as provided in its Certificate of Incorporation, as amended from time to time, such supplemental declaration may be filed for record.

(c) Supplementary Declarations. The additions authorized under sub-paragraphs (a) and (b) of this Section shall be made by filing for record a supplementary declaration of covenants and restrictions with respect to the property to be brought within the scheme of this Declaration, which supplementary declaration shall extend the scheme of the covenants and restrictions of this Declaration to such property and shall subject the owners of such property to the covenants and restrictions contained therein. Such supplementary declaration may contain such complementary modifications of the covenants and restrictions of this Declaration and such other complementary additional provisions as may be necessary to reflect the different character, if any, of such property. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants and restrictions hereby made applicable to the Property, except that the submission of additional property will involve changes in voting rights and assessments.

(d) Additional Owners to Become Members. Upon filing such supplementary declaration, the owner or owners of such property shall become members of the Association; and such owners, and their successors in title, shall thereby acquire the rights and privileges granted herein to members of the Association, and such property shall be subjected to and protected by the terms, provisions and obligations of this Declaration.

(e) Mergers. Pursuant to a merger or consolidation of the Association as provided in the Association's Certificate of Incorporation, as amended from time to time, the Association's properties, rights and obligations may be transferred to another nonprofit corporation, or the properties, rights and obligations of another nonprofit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the Property and such other properties as may be brought within the scheme of this Declaration pursuant to the provisions of sub-paragraphs (a) or (b) of this Section, together with the covenants and restrictions which either the merger corporation or corporations, or the surviving or consolidated corporation was, or were, otherwise entitled to administer; provided, however, that no such merger or consolidation shall effect any revocation, change or addition to the covenants and restrictions made applicable by this Declaration to the Property, except that the members may, as an incident to any such merger or consolidation, make changes in the method of calculating the maximum amount of the annual

17391096

maintenance assessments ~~and~~ may authorize special assessments as provided herein, all in accordance with the Association's Articles of Incorporation, as amended from time to time.

ARTICLE II

Section 1. Membership in the Association.

The following persons shall be members of the Association: Class A Members shall include every person who is a record owner of a fee-simple estate, a life estate, an estate pur autre vie, or a fee upon condition, in any lot, whether developed or undeveloped, which is subject, by this Declaration, or by any supplementary declaration, as contemplated by Article I, Section 2 hereof, to assessment by the Association, and FISC, which shall be the sole Class A member; Membership of Class A members shall terminate immediately upon the divestment of such member's ownership interest regardless of the means by which ownership may be divested. No person or entity holding a lien, mortgage or encumbrance upon any lot shall be entitled by virtue of such lien, mortgage or encumbrance to membership in the Association or to any other rights or privileges of such membership.

Section 2. Voting Rights.

The Association shall have two classes of membership: Class A and Class B.

(a) Class A. Class A members shall be all those persons holding any interest required for membership, as specified in Section 1 of this Article, with the exception of FISC. Class A membership shall be a non-voting membership, except on such matters and in such events as are hereinafter specified. Class A members shall be entitled to full voting privileges at such time as FISC no longer owns any property which is subject to this Declaration (whether so made subject by the recording of this Declaration, or by the recording of a supplementary declaration pursuant to the provisions of Article I, Section 2, hereof), or on January 1, 1984, whichever is sooner, or at such earlier time as the Class B member may so designate by notice in writing delivered to the Association. Before the earlier of these events, Class A members shall be entitled only to vote on any proposal to change the amount of the annual assessments, on any proposal to levy a special assessment, on any proposal of merger, consolidation or dissolution, (but this shall not include the right to vote on the submission of additional property by FISC pursuant to Article I, Section 2 (a) hereof, on any proposal not to repair damaged property, on any proposal to amend the Certificate of Incorporation of the Association, and on such other matters where such right is given by the Association's Certificate of Incorporation, as amended from time to time. There shall be one vote appurtenant to each single family residential lot (a lot having the suffix "R"); 8 votes appurtenant to each multifamily lot (a lot with the suffix "M").

When a lot is jointly owned, such joint owners shall designate by a written certificate filed with the secretary of the Association one of their number to cast the vote for such lot. Such certificate shall be valid until revoked by a subsequent certificate signed by a majority of the owners. Votes appurtenant to any lots devoted to condominium use shall be cast by a representative of the Condominium Homeowner's Association to be selected by a majority vote of the members of such Association. A certificate executed by the President of the Condominium Homeowner's Association and bearing the seal of the Association designating such representative shall entitle such representative to cast all votes appurtenant to the lots submitted to condominium ownership in the Declaration of Condominium of such condominium. Such certificate shall be valid until revoked by a subsequent certificate signed by the President of the Condominium Homeowner's Association. The vote as to any lot owned by a corporation shall be cast by a representative designated in a certificate signed by a corporate officer, which certificate must be filed with the Secretary of the Association.

In those circumstances where a certificate designating a person to cast the vote or votes appurtenant to a lot or lots is required and no such certificate is filed prior to the meeting, then the vote or votes appurtenant to such lot or lots shall not be considered in determining the requirements for a quorum, nor for any other purpose. Where different physical portions of a multifamily lot are owned by different persons or entities, then the votes appurtenant to such lot shall be divided among the owners of such lot in approximately that proportion which each owner's square footage in that lot bears to the total square footage in the lot. However, fractional votes shall not be permitted, and the allowance will be rounded off so that an owner having the largest fraction of a vote shall be entitled to cast such vote. By way of illustration, if the ownership of a multifamily lot containing 25,000 square feet were divided among 3 adjoining owners so that owner A owned 5,000 square feet, owner B owned 7,000 square feet, and owner C owned 13,000 square feet, and there were 8 votes appurtenant to such lot, owner A would be entitled to 2 votes ($5000/25000 \times 8 = 1.6$; round up to 2); owner B would be entitled to 2 votes ($7000/25000 \times 8 = 56,000/25,000$ or 2.24; round down to 2); and owner C would be entitled to 4 votes ($13000/25000 \times 8 = 104000/25000 = 4.16$; round down to 4). Should 2 owners each have exactly 1/2 a vote, then the owner having the fewer full votes shall be rounded upward and the owner having the larger number of full votes shall be rounded downward. If the ownership of a lot should be divided in such a way that the rounding off of fractions or decimals would result in such lot losing a vote (as, for example, 3.2 and 2.35 and 2.45), then the owner having the largest fraction shall receive the odd vote (in the example, the votes would be 3, 2 and 3).

(b) Class B. FISC shall be the sole Class B member. Class B Membership shall be a full voting membership, and the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to one vote for each lot to which it holds record title or as to which it is the Seller under an Agreement for deed. At such time as the Class A membership shall be entitled to full voting privileges, the Class B membership shall cease to exist and automatically terminate, in which event Class B membership shall be and become a Class A member, insofar as it may then hold any interest required for membership by Section I of this Article. From and after the date on which Class B membership shall automatically terminate and cease to exist, such membership shall not be revived or reinstated.

Section 3. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors, pursuant to authority granted in the Association's Certificate of Incorporation, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension, and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 4. Meetings of the Membership.

All matters concerning meetings of the members of the Association, including the time within which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings, shall be as specified in the Certificate of Incorporation or the ByLaws of the Association, as amended from time to time.

ARTICLE III

PROPERTY RIGHTS IN THE ASSOCIATION PROPERTIES

Section 1. Member's Easements of Enjoyment.

Subject to the provisions of these covenants and restrictions, the rules and regulations of the Association, and any fees or charges established by the Association, every Member, and every tenant and

guest of each such Member shall have an easement of enjoyment in and to the streets as designated on the plat prepared for FISC by Phillips, Wine & Phillips and recorded in Map Book 33, Page 103 of the Public Records of Volusia County, Florida, as "Slow-roll Lane", "Lazy Eight Drive", "Snaproll Lane", "Lindy Loop", and "Taxiway Echo". The easement of enjoyment shall also be in the runway designated in the same plat as "Active Runway 5/23". The foregoing streets, taxiways and runways, together with such other property as FISC may hereafter designate by similarly recorded declaration as a related recreational or common area in such subdivision, are hereinafter referred to as "Association Properties", and such easement shall be appurtenant to, and shall pass with, the title of every lot subject to this declaration. Subject to the provisions of these covenants and restrictions, the rules and regulations of the Association, each Member and each tenant and guest of each such Member shall have a non-exclusive easement of enjoyment for the normal use intended in and to the streets, taxiways, runways, and common areas and facilities as designated on the above plat.

Easements of access and normal use of all rights of way, taxiways and runways are reserved for the use of FISC and all owners, lessees, tenants, guests and business invitees of the utilities and service area, and the nature studies area.

Section 2. Title to Association Properties.

Notwithstanding the responsibility of the Association to maintain repair, replace and operate the Association Properties, as provided in Article IV of this Declaration, FISC may retain the legal title to the Association Properties until such time as the Association, in the sole opinion of FISC, is able to maintain such properties or, if the Association is to be responsible for construction of improvements thereon, until such time as in FISC's opinion the Association is capable of financing and constructing such improvements; provided, however, that such properties shall be conveyed by FISC to the Association not later than January 1, 1984. Said properties may be conveyed to the Association by Quit Claim Deed subject to all restrictions and easements of record at the time of the conveyance and subject to any existing debt affecting such Properties.

Section 3. Extent of Member's Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of FISC to the temporary exclusive use of such portion of the Association Properties as it, in its sole discretion, may deem to be reasonably required for the improvement and sale of Lots and other property included within Exhibit "A", including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such right of FISC shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary until such time as FISC no longer owns any lot or other property included within Exhibit "A", and without affecting any Member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association; and

(b) The right of FISC or the Association to borrow money for the purpose of improving the Association Properties and in connection therewith, to mortgage or otherwise burden or encumber said properties. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have the right, after taking possession of such properties (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage or other debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

17391099

BOOK PAGE

(c) The right of the Association to take such steps as are reasonably necessary to protect the Association Properties against foreclosure; and

(d) The right of the Association, as provided in its ByLaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(e) The right of the Association to charge reasonable admission and other fees for the use of the Association Properties; and

(f) The right of the Association at any time to dedicate or transfer all or any part of the Association Properties to any public agency or authority or any charitable, educational or scientific foundation for such purposes and subject to such conditions as may be approved at any regular meeting or duly called special meeting by Members entitled to cast two-thirds (2/3) of the total votes of all members.

(g) The right of the Association to grant such easements and rights of ways to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the privately owned Association Properties; and

(h) The right of FISC to impose reasonable covenants and restrictions in respect to such Association Properties, in addition to those set forth herein, at the time of conveyance of the Association Properties to the Association.

ARTICLE IV

ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT.

The Association shall administer, manage and operate the Association Properties, and will incur costs and expenses for the mutual benefit of all lot owners. To provide the funds necessary for the proper operation and management of the Association Properties, the Association is hereby granted the right to make, levy and collect assessments against all lots subject to this Declaration or any supplementary Declaration and against the owners of such lots. In furtherance of said grant of authority, the following provisions shall be binding upon the owners of all lots subject to this Declaration or to any supplemental Declarations, to-wit:

(a) Initial Assessment. The initial annual assessment levied against each single family residential lot shall be \$150.00 per lot per year. The assessment levied against each lot other than a single family residential lot shall be the single family assessment multiplied by the number of votes appurtenant to such other lot. The assessment shall be increased annually by a percentage equal to the annual percentage cost of living increases reflected by the Bureau of Labor Statistics of the U.S. Department of Labor for the 12-month period ending October 31st of the year preceding. The initial assessment for single family lots shall be payable annually in advance. The initial assessment for multifamily and commercial lots shall be payable quarterly in advance, with installments due on or before January 1, April 1, July 1 and October 1. The assessment for 1974 shall be one-quarter (1/4) of the regular initial assessment and shall be payable

in full on or before October 1, 1974. The initial assessment shall remain in effect until such time as the Class B membership shall terminate and cease to exist. The initial assessments shall be utilized for:

- (i) Payment of taxes levied on Association property;
- (ii) Premiums for liability insurance and for hazard insurance on the Association Property;
- (iii) Payment of the salaries of Association employees and taxes, contributions and insurance required by law;
- (iv) The current maintenance, repair and replacement of Association Properties;
- (v) Amortization of mortgages encumbering Association Property; and
- (vi) For such other operating and capital expenses as may reasonably be incurred by the Association.

During the period in which the initial assessment is in effect, FISC shall not pay assessments on those lots which it owns, but in lieu thereof, shall pay to the Association, or on its behalf, such of the above expenses as cannot be paid from assessments actually collected. FISC shall not be entitled to reimbursement from the Association for any expenses paid by FISC except to the extent that such payments were required due to the late payment or non payment of assessments by other owners.

During the period that the initial assessment shall be in effect, no reserves for deferred maintenance or depreciation shall be established or maintained, unless and except to the extent that, assessments actually collected in any calendar year exceed costs and expenses incurred by the Association in such year.

(b) Assessments After the Expiration of the Initial Assessment. After the expiration of the initial assessment period, assessments shall be determined in the following manner:

- (i) The Board of Directors shall establish a budget in advance for the calendar year, and such budget shall project all expenses for the coming year which may be required for the proper operation, management and maintenance of the Association property, including allowances for such contingencies and reserves as the Board of Directors deems necessary. Based on such budget, the Board of Directors shall establish the assessment for each lot for the succeeding calendar year. Notice of any change in the assessment from that of the previous year shall be sent to each lot owner, at such owner's last known address, but the delivery of a copy of said budget shall not affect the liability of any owner for such assessment. A copy of the proposed budget shall be available for inspection by any lot owner or his designated agent at the Association office. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are, or may prove to be, insufficient to pay the cost of operation and management of the Association Property, the Board of Directors shall have authority to levy such additional assessment or assessments as it shall deem to be necessary. Anything hereinabove to the contrary notwithstanding, the first budget after the expiration of the initial assessment period shall be adopted by FISC, and if the initial assessment

period shall expire at a time other than December 31st, such budget shall be for the balance of that calendar year in which the initial assessment period expires.

(ii) Assessment Computation of Each Lot. Except during the period of initial assessment, as hereinabove defined, the assessment made by Association against each lot and the owners thereof shall be that proportion of the total budget which the acreage in such lot bears to the total acreage to which voting rights are appurtenant.

(c) Separate Property. All monies collected by Association shall be treated as the separate property of the Association, and such monies may be applied to the payment of any expense of operating and managing the Association Properties, or to the proper undertaking of any acts and duties imposed upon the Association by virtue of this Declaration of Restrictions, or the Articles or ByLaws of said Association. As the monies for any assessment are paid to the Association by any lot owner, the same may be commingled with monies paid to the Association by the owners of other lots. Although all funds and other assets of the Association and any increments thereto or profits derived therefrom, or from the leasing or use of common property shall be held for the benefit of the members of the Association, no member shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein except as an appurtenance to his lot. When the owner of a lot shall cease to be a member of Association by reason of the divestment of his ownership of such lot, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the association, or for any funds which may have been paid to said Association by such owner, as all monies which any owner has paid to the Association shall be and constitute an asset of the Association for use in the continuing operation and management of the Association Properties.

(d) Interest. The payment of any assessment or installment thereof due to Association shall be in default if such assessment or installment thereof is not paid to Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 10% per annum until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to Association.

(e) Joint and Several Liability. The owner or owners of any parcel in Fly-In Spruce Creek, Inc. Subdivision, Unit I, shall be personally liable, jointly and severally, to the Association for the payment of;

(i) All assessments, regular or special, which may be levied by the Association against the lot or lots and portions thereof comprising such parcel;

(ii) For interest on such delinquent assessments or installment; and

(iii) For all costs of collecting such assessment or installment thereof, including a reasonable attorney's fee, whether suit be brought or not.

BOOK PAGE

(f) No Exemption. No owner of a lot may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use or enjoyment of any of the common property or by abandonment of the lot or in any other manner.

(g) Enforcement. Recognizing that the necessity for providing proper operation and management of the Association Property entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of lots, and that the payment of such common expenses by means of the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is hereby granted a lien upon each lot, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each lot, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing the lien. The lien granted to Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to Association and shall acquire such interest in any lot expressly subject to such lien, except as specifically otherwise provided herein.

(h) Lien. The lien herein granted unto Association shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, a claim of lien stating the description of the lot, lots or portions thereof encumbered thereby, the name of the record owner, the amount due and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied & record at the expense of the lot owner. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

(i) Statement of Lien Status. Whenever any lot may be leased, sold or mortgaged by the owner thereof, upon written request by the owner of such lot, the Association shall furnish a statement verifying the status of payment of any assessment due and payable. Such statement may be executed by any officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and Association shall be bound by such statement.

(j) Delinquent Assessment. In the event that any lot is to be leased or sold at a time when payment of any

assessment against the owner of said lot due to Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such purchase or lease shall be applied by the lessee or purchaser first to payment of any then delinquent assessment or installation thereof due to Association before the payment of any such proceeds to the owner of any lot who is responsible for payment of such delinquent assets.

(k) Grantee Liability. In any voluntary conveyance of a lot, except a voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.

(l) Exemptions of Mortgagee from Past Due Installments. Any person, firm or corporation acquiring title to any lot by virtue of any foreclosure or judicial sale, shall be liable and obligated only for such assessments as shall accrue and become due and payable for said lot subsequent to the date of the acquisition of such title, and such person, firm or corporation shall acquire such title free and clear of the lien of any delinquent assessment. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

(m) Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which will prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall proceeding by foreclosure to attempt to affect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to the Association.

(n) Notification of Mortgagee of Default in Assessment Payments. If mortgagee gives the Association written notice of the existence of its mortgage, including the book and page where the original mortgage appears in the Public Records of Volusia County, Florida, and requests the Association to notify mortgagee in the event of default in payment of any assessments levied against the mortgaged lot, then and in such event, the Association shall comply with such request, and so notify mortgagee each time the owner of the mortgaged lot is more than thirty (30) days late in payment of any assessment.

ARTICLE V

Protective Covenants - Single Family Residential Areas.

Each single family lot shall be subject to the covenants and restrictions which shall be covenants running with the land until July 1, 1994, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height, a private garage for not

R. J. S.

more than three (3) cars, and a private hanger or plane port for one airplane.

2. No dwelling shall be constructed on a plot abutting the golf course having an area of less than 8,000 square feet or a plot not abutting the golf course having an area of less than 10,000 square feet and such plots shall not be less than 75 feet in width at the front building setback line. No dwelling shall be erected nearer than 25 feet from the front lot line nor farther than 35 feet from the front lot line. No dwelling shall be erected nearer than 8 feet from any interior side lot line, nor nearer than 25 feet from a side street line, nor nearer than 30 feet from any rear lot line. Accessory structures, such as garages, or plane ports, may not be erected closer than five (5) feet to any rear lot line. The building ground coverage may not exceed 30 per cent of the lot area. In the case of a cul de sac or special layout situation where the above setback requirements would work a hardship, adjustments may be approved by the Association, or its designated representative. No airplane shed shall be erected or permitted on any lot within the project unless said lot shall have at least 13,500 square feet of area.

3. No dwelling shall be erected, altered, placed or permitted to remain on any lot which does not have a ground floor area in the main structure, exclusive of one story open porches and garages, of at least 1,250 square feet for one story dwellings, of at least 950 square feet for a dwelling of more than one story.

4. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and quality of construction with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by Association, or its designated representative. In the event Association, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to Association or its designated representative, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The Association shall not be entitled to any compensation for services performed pursuant to this covenant.

5. No structure of a temporary nature, trailer, basement, tent, shack, garage or other out-buildings shall be erected or maintained on said real property at any time.

6. No building or structure shall be moved onto said lots, it being the intent of this restriction and covenant that any and all buildings or structures on said lots shall be constructed thereon.

7. No garage or plane port shall be erected on any lot prior to the construction of a dwelling. If a garage or plane port is built either simultaneously with or subsequent to the construction of the dwelling, the same shall be of the same kind of materials as the construction of the dwelling, same shall be substantial, and same shall conform architecturally to the dwelling. With respect to the foregoing, subject to the same 30 day notice period and provision for building plan approval contained in Paragraph 4 above, the judgment of Association, or its designated representative shall be binding.

8. Easements and the right to grant perpetual non-exclusive easements for installation, construction, maintenance, reconstruction and repair of utilities and communication facilities

of all types are reserved to FISC, its successors and assigns over, under and upon all Association Property including all streets and taxiways and over, under and upon those portions of lots where utility easements are designated on the plat of Fly-In Spruce Creek, Inc. Subdivision, Unit One.

9. No obnoxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which shall be, or become, an annoyance or a nuisance to the neighborhood. No commercial activity shall be permitted within the residential area.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that household pets may be kept thereon in reasonable number if not permitted to run loose outside the lot, and provided they are not kept, bred, or maintained for any commercial purpose.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

12. No persons shall seek to develop or exploit in any way, manner or form, any of the oil or mineral rights, including water appurtenant to said real property.

13. No boat, golf cart, recreational vehicle, or other vehicle shall be moved onto said real property or parked on said real property except under a carport or garage and no commercial truck or other commercial vehicle shall be parked on said property except in an enclosed garage; provided, however, that aircraft may be tied down in open areas accessible to taxiways.

14. No housetrailer or other similar vehicle shall be parked or placed on said real property at any time for any period more than one day.

15. No unused building materials, junk, or rubbish shall be left exposed on said property except during actual building operations and no worn-out or discarded automobiles, trucks, commercial vehicles, trailers, housetrailer, machinery, or other vehicles or parts thereof, shall be stored on any lot in the above described subdivision and no portion of any lot shall be used for the open storage of junk or waste material. There shall be no open burning of trash.

16. There shall be no discharging of firearms on the premises.

17. FISC, or its designated representative, reserves the right to establish special traffic and safety rules for the handling of aircraft traffic on the ground, the utilization of streets and taxiways by aircraft and other vehicles, the parking of aircraft, engine run-up, and other activities peculiar to the fly-in community's needs.

18. Nothing shall be done, and no condition shall be allowed to continue which may be or might become a nuisance. All lawns shall be kept mowed and all lots shall be kept clear of debris and vegetation that may be either a health or fire hazard.

In the event that the owner of any lot or lots shall fail or refuse to keep his premises in accordance with this paragraph 18, then Association, or its designated representative, may enter upon said lot or lots and take such corrective act on as may be necessary to bring such lot or lots into compliance and make each reasonable charge to the owner for such services; and such entry on the part of Association or its designated representative, shall not be deemed a trespass.

19. So long as the streets, taxiways or other common areas shall remain in private ownership, the Association may levy a reasonable assessment for their maintenance.

20. No waiver of any breach of any of the covenants, agreements, or restrictions and conditions herein contained shall be construed as a waiver of any other breach of the same, or other covenants, agreements, restrictions, and conditions, nor shall failure to enforce any one of such covenants or restrictions be construed as a waiver of any other restriction or condition.

21. These covenants are to run with the land and shall be binding on all parties hereto, and all parties claiming under them until July 1, 1994.

22. If anyone shall violate or attempt to violate any of the covenants, restrictions, agreements or conditions herein, any other person or persons owning any real property subject to this Declaration, including the Association, after giving ten (10) days written notice violating or attempting to violate such covenants, restrictions, agreements or conditions without discontinuance thereof, may commence proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation or violations. All costs of such proceeding, including reasonable attorney's fees, shall be borne by the person violating or attempting to violate these restrictions.

23. Invalidity or any one of these covenants by judgment or by court order shall in no wise affect any of the other provisions of these covenants which shall remain in full force and affect.

ARTICLE VI

Protective Covenants - Multiple Family Residential Areas.

1. No multi family lot shall be used for purposes other than residential. Residential use includes occupancy by the owner or a tenant on a short-term or long-term basis solely for living purposes. A tenant may be a visitor or tourist who rents a living unit from an owner or his agent. No living unit shall have less than 600 square feet of floor space. Any lot or building may be developed or owned by an individual, a corporation, a partnership, or via a condominium arrangement.

2. No building shall be constructed on a plot having an area of less than 22,500 square feet and such plot shall not be less than 75 feet in width at the front building setback line. No building shall be erected nearer than 25 feet from the front lot line, nearer than 8 feet from any interior side lot line, nor nearer than 25 feet from a side street line, nor nearer than 30 feet from any rear lot line. Accessory structures, such as garages and plane ports, may not be erected closer than 5 feet from any rear lot line. The total building ground coverage, adding the areas of the main building and accessory buildings, may not exceed 40 percent of the lot area. In the case of a cul de sac or unusual layout situation where the above requirements would work a hardship, adjustments may be approved by the Association, or its designated representative. Further, a lot may be combined with an adjoining lot or lots or portions of an adjoining lot or lots as a single development parcel provided the above area and setback criteria are met. A minimum of 10% of each parcel developed for multiple-family purposes shall be devoted exclusively to natural growth or landscaped area.

3. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design, quality of construction and number of living units per acre with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Association, or its designated representative. In the event the Association, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to Association, or its designated representative, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The Association shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the Association, or its designated representatives shall cease on July 1, 1994.
4. No structure of a temporary nature, trailer, basement, tent, shack, garage or other outbuildings shall be erected or maintained on said real property at any time.
5. No building or structure shall be moved onto said lots, it being the intent of this restriction and covenant that any and all buildings or structures on said lots shall be constructed thereon.
6. No garage or plane port shall be erected on any lot prior to the construction of a dwelling. If a garage or plane port is built either simultaneously with or subsequent to the construction of the dwelling, the same shall be of the same kind or materials as the construction of the dwelling, same shall be substantial, and same shall conform architecturally to the dwelling. With respect to the foregoing, subject to the same 30 day notice period and provision for building plan approval contained in Paragraph 3, above, the judgment of Association, or its designated representative shall be binding.
7. Easements and the right to grant perpetual non-exclusive easements for installation, construction, maintenance, reconstruction and repair of utilities and communication facilities of all types are reserved to FISC, its successors and assigns over, under and upon all Association Property including all streets and taxiways and over, under and upon those portion of lots where utility easements are designated on the recorded plat of Fly-In Spruce Creek, Inc. Subdivision, Unit One.
8. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which shall be or become, an annoyance or a nuisance to the neighborhood. No commercial activity shall be permitted within the residential area.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that household pets may be kept thereon in reasonable number if not permitted to run loose outside the lot and provided they are not kept, bred, or maintained for any commercial purpose.
10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.
11. No persons shall seek to develop or exploit in any

way, manner or form, any of the oil or mineral rights, including water appurtenant to said real property.

12. No boat, golf cart, recreational vehicle or other vehicle shall be moved onto said real property or parked on said real property except under a carport or garage and no commercial truck or other commercial vehicle shall be parked on said property except in an enclosed garage; provided however, that aircraft may be tied down in open areas accessible to taxiways.

13. No housetrailer or other similar vehicle shall be parked or placed on said real property at any time for any period more than one day.

14. No unused building materials, junk, or rubbish shall be left exposed on said property except during actual building operations and no worn-out or discarded automobiles, trucks, commercial vehicles, trailers, housetrailer, machinery, or other vehicles or parts thereof, shall be stored on any lot in the above described subdivision and no portion of any lot shall be used for the open storage of junk or waste material. There shall be no open burning of trash.

15. There shall be no discharging of firearms on the premises.

16. FISC, or its designated representative, reserves the right to establish special traffic and safety rules for the handling of aircraft traffic on the ground, the utilization of streets and taxiways by aircraft and other vehicles, the parking of aircraft, engine run-up, and other activities peculiar to the fly-in community's needs.

17. Nothing shall be done, and no condition shall be allowed to continue which may be or might become a nuisance. All lawns shall be kept mowed and all lots shall be kept clear of debris and vegetation that may be either a health or fire hazard.

In the event that the owner of any lot or lots shall fail or refuse to keep his premises in accordance with this paragraph 17, then Association, or its designated representative, may enter upon said lot or lots and take such corrective act on as may be necessary to bring such lot or lots into compliance and make each reasonable charge to the owner for such services; and such entry on the part of Association or its designated representative, shall not be deemed a trespass.

18. So long as the streets, taxiways or other common areas shall remain in private ownership, Association or its designated representative may levy a reasonable assessment for their maintenance.

19. No waiver of any breach of any of the covenants, agreements, or restrictions and conditions herein contained shall be construed as a waiver of any other breach of the same, or other covenants, agreements, restrictions, and conditions, nor shall failure to enforce any one of such covenants or restrictions be construed as a waiver of any other restriction or condition.

20. These covenants are to run with the land and shall be binding on all parties hereto, and all parties claiming under them until July 1, 1994.

21. If anyone shall violate or attempt to violate any of the covenants, restrictions, agreements or conditions herein, any other person or persons owning any real property subject to this Declaration, including the Association, after giving ten (10) days

written notice may commence proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violating or violations. All costs of such proceeding, including reasonable attorney's fees, shall be borne by the person violating or attempting to violate these restrictions.

22. Invalidity of any one of these covenants by judgment or by court order shall in no wise affect any of the other provisions of these covenants, which shall remain in full force and effect.

23. Off street parking shall be provided on a basis of 1 1/2 parking spaces per living unit.

24. A minimum setback of 50 feet shall be maintained from the boundary described on Exhibit A and, in addition thereto, a further setback shall be maintained of one-half foot for each one foot of building height.

ARTICLE VII

Obligation to Build - Right of FISC to Repurchase.

Section 1. Obligation to Build.

It is to the mutual advantage of all lot owners that Spruce Creek be developed within a reasonable period. Therefore, each person or entity hereafter, purchasing a lot or parcel subject to this Declaration hereby covenants, for himself or itself and his or its successors, with FISC to commence within two years after the purchase of such lot or parcel, the construction on said lot or parcel of improvements of the type for which said lot or parcel is required to be used. Said two year period shall commence on the date of the deed from FISC to each purchaser of an unimproved lot or parcel.

Section 2. Right of Repurchase.

In the event that a lot owner shall fail to commence construction as required by Section 1 of this Article VII; then FISC shall have the option (but not the obligation) at any time within three years after the expiration of the two year period provided for in said Section 1, to repurchase the lot at the price paid by the original purchaser from FISC plus interest at 6% computed from the date of the original purchase to 30 days after notice of FISC's election to exercise the option. The purchase price shall be payable in cash, provided, however, that FISC shall have the option of assuming any mortgage of record. Conveyance to FISC shall be by Warranty Deed subject only to taxes for the current year and those exceptions contained in the deed to the original purchaser from FISC and to any mortgagee which FISC shall elect to assume. Closing shall be 20 days after giving of notice of exercise at a place in Volusia County designated by FISC in the notice of exercise.

Notice of Exercise of the option shall be given by personal delivery or U. S. mail, postage prepaid, to the lot owner or owners of record at their last known address. Notice shall be deemed complete on the date of mailing.

All recording costs, stamp taxes and other costs of transfer and closing shall be borne as provided in the standard contract for sale and purchase approved by the Volusia County Bar Association.

The provisions of this Section shall be specifically enforceable by FISC. In addition thereto, FISC shall be entitled to recover all costs, including a reasonable attorney's fee, which it may incur in enforcing its rights under this option provision. Costs and attorney's fees so awarded may, at the option of FISC, be applied in whole or in part, in reduction of the purchase price of the option parcel.

ARTICLE VIII

ADMINISTRATION.

Section 1. Responsibility for Administration. The administration of the Association Properties subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association, but all such duties, powers and responsibilities may be delegated to a management entity, unless such duties, powers and responsibilities specifically are made nondelegable by this Declaration or the Articles of Incorporation or ByLaws of the Association as amended from time to time. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect its purposes, and shall be exercised in the manner provided therein.

Section 2. Management Agreements. The Association may enter into such management agreements as may be necessary or desirable for the administration and operation of the Association Properties. Such management agreements, if any, shall be entered into pursuant to resolution duly adopted by the Association's Board of Directors, each of which shall provide therein: the compensation to be paid, the term thereof which shall not exceed five years, the manner in which and terms upon which same may be terminated, and such other matters as may be agreed upon which are not inconsistent with the terms of this Declaration or the Association's Certificate of Incorporation and ByLaws, as amended from time to time. Copies of any management agreement then currently in effect shall be made available for inspection by the owners, each of whom shall be bound by the terms and conditions thereof.

Section 3. Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Association Properties and facilities, the Association shall not be liable for injury or damage caused by and latent condition of the Association Properties and facilities nor for injury or damage caused by the elements, its members or other persons; nor shall any officer or director of the Association be liable to any member for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

-ARTICLE IX

Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by FISC, the Association, or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until July 1, 1994.

Said covenants and restrictions may be renewed and extended, in whole or in part, for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by members of the Association owning 2/3 of the lots subject to this Declaration and is recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida, prior to the expiration of the then effective covenants; provided, however, that each such agreement shall specify which such covenants and restrictions are so renewed and extended and the term for which they are so renewed and extended. Every purchaser or grantee of any interest in any property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided above.

Section 2. Notices.

Any notice required to be sent to any member pursuant to any provision of this Declaration shall be served by depositing such notice in the mails, postpaid, regular mail, 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 3. 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 FISC, the Association or any member 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.

Section 4. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 5. 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 6. Gender.

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

Section 7. 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 plat 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 and the jurisdiction of the Association.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

FLY-IN SPRUCE CREEK, INC.

By H. M. Conway, Jr.
President

Attest: Malcolm J. Long, Jr.
Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

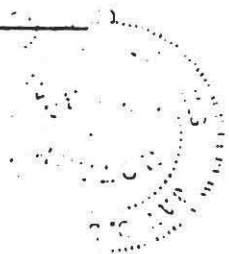
BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared H. M. CONWAY, JR. and MALCOLM J. LONG, JR., the President and Secretary, respectively, of FLY-IN SPRUCE CREEK, INC., a corporation, the said persons being known to me to be the persons who executed the above instrument on behalf of said corporation; and they acknowledged that they signed said instrument by authority and on behalf of said corporation and affixed the corporate seal thereon and that they delivered said instrument by authority and on behalf of said corporation and that such acts were done freely and voluntarily and for the uses and purposes in said instrument set forth and that such instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of August, 1974, in the State and County aforesaid.

Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 18, 1978
Bonded By American Bankers Insurance Co.



All that land lying and being situated in Sections 25 and 36, Township 16 South, Range 32 East, and in Sections 30 and 31, Township 16 South, Range 33 East, more particularly described as follows:

TRACT A

Commencing at the Northeast corner of Section 36, Township 16 South, Range 32 East; Thence South 00 degrees 57 minutes 00 seconds East, along the East boundary of said Section 36 and along the center of a graded road, 3331.22 feet to a concrete monument at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, the true point of beginning.

From the point of beginning thus described, run South 88 degrees 49 minutes 35 seconds West along the South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 36, and along the South line of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section, 3331.91 feet to the concrete monument at the Southwest corner of said Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4; Thence North 1 degree 04 minutes 03 seconds West along the West line of said Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 a distance of 667.16 feet to a concrete monument; Thence North 1 degree 04 minutes 22 seconds West along the West line of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 36, a distance of 667.16 feet to a concrete monument at the Northwest corner of said Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4; Thence South 88 degrees 51 minutes 45 seconds West along the South line of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 36, a distance of 666.87 feet to a concrete monument at the Southwest corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4; Thence North 1 degree 05 minutes 31 seconds West along the West line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 36, a distance of 91.95 feet to a concrete monument; Thence South 72 degrees 54 minutes 34 seconds West a distance of 52.42 feet to a concrete monument; Thence North 1 degree 05 minutes 26 seconds West a distance of 1907.41 feet to a concrete monument; Thence South 84 degrees 11 minutes 24 seconds West a distance of 953.23 feet to a concrete monument; Thence North 89 degrees 37 minutes 55 seconds West a distance of 31.35 feet to an iron pipe; Thence North 89 degrees 30 minutes 44 seconds West a distance of 193.00 feet to a concrete monument; Thence North 02 degrees 59 minutes 27 seconds West a distance of 1355.90 feet to an iron pipe; Thence South 88 degrees 34 minutes 54 seconds West a distance of 44.73 feet to a concrete monument in the West line of aforementioned Section 25; Thence North 00 degrees 07 minutes 55 seconds West along the West line of said Section 25 a distance of 59.21 feet to a concrete monument at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 25; Thence North 88 degrees 57 minutes 49 seconds East along the North line of said Southwest 1/4 of the Southwest 1/4 a distance of 800.00 feet to a concrete monument at the Northeast corner of a tract of land owned by Belle Murray and Jennie L. Griffin; Thence North 49 degrees 40 minutes 40 seconds East a distance of 2088.73 feet to a concrete monument on the North line of the Southwest 1/4 of said Section 25; Thence North 89 degrees 01 minute 38 seconds East along the North line of the South 1/2 of said Section 25 a distance of 1218.07 feet to a concrete monument at the top of a bluff on the East side of Spruce Creek Swamp; Thence along the top of said bluff, the following courses and distances: North 00 degrees 59 minutes 31 seconds West a distance of 219.50 feet to a concrete monument; Thence North 62 degrees 29 minutes 35 seconds East a distance of 299.77 feet to a concrete monument; Thence North 54° 36' 45" East

a distance of 689.26 feet to a concrete monument; Thence North 60 degrees 00 minutes 04 seconds East a distance of 319.71 feet to a concrete monument; Thence North 80 degrees 58 minutes 15 seconds East a distance of 284.89 feet to a concrete monument; Thence North 60 degrees 31 minutes 50 seconds East a distance of 366.27 feet to a concrete monument on the East boundary of said Section 25; Thence North 00 degrees 29 minutes 55 seconds West along the East boundary of said Section 25 a distance of 200.61 feet to a concrete monument; Thence North 00 degrees 30 minutes 02 seconds West along the East boundary of said Section 25 a distance of 366.38 feet to a concrete monument on the South bank of Spruce Creek; Thence North 00 degrees 30 minutes 00 seconds West along the East boundary of said Section 25, also being the division line between Township 16 South, Ranges 32 and 33 East, a distance of 25 feet, more or less, to the center of Spruce Creek; Thence Easterly along the center of Spruce Creek a distance of 3520 feet, more or less, to a point in the East line of the West 1/2 of Section 30, Township 16 South, Range 33 East; Thence South 00 degrees 12 minutes 40 seconds East along the East line of the West 1/2 of said Section 30, 25 feet more or less, to a concrete monument on the South bank of Spruce Creek; Thence South 00 degrees 12 minutes 40 seconds East along the East line of the West 1/2 of said Section 30, a distance of 1305.79 feet to a concrete monument at the center of said Section 30; Thence South 00 degrees 12 minutes 40 seconds East along the East line of the West 1/2 of said Section 30, a distance of 1317.22 feet to a concrete monument at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 30; Thence South 00 degrees 12 minutes 41 seconds East along the East line of the West 1/2 of said Section 30 a distance of 658.88 feet to a concrete monument at the Northwest corner of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 30; Thence North 89 degrees 59 minutes 51 seconds East along the North line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 30 a distance of 1328.81 feet to a concrete monument at the Northeast corner of said South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 30; Thence South 00 degrees 19 minutes 09 seconds East along the East line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 30 a distance of 658.99 feet to a concrete monument on the division line between Sections 30 and 31, Township 16 South, Range 33 East; Thence South 01 degrees 06 minutes 30 seconds East along the East line of the Northwest 1/4 of the Northeast 1/4 of Section 31 a distance of 1333.74 feet to a concrete monument at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 31; Thence South 89 degrees 32 minutes 09 seconds West along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 31, a distance of 1327.23 feet to a concrete monument at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 31; Thence South 01 degrees 13 minutes 19 seconds East along the East line of the West 1/2 of Section 31, a distance of 1344.78 feet to a concrete monument at the center of said Section 31; Thence South 01 degrees 13 minutes 20 seconds East along the East line of the West 1/2 of said Section 31, a distance of 676.91 feet to a concrete monument at the Southeast corner of the North 1/2 of the North 1/2 of the Southwest 1/4 of said Section 31; Thence South 89 degrees 04 minutes 10 seconds West along the South line of the North 1/2 of the North 1/2 of the Southwest 1/4 a distance of 2629.21 feet to a concrete monument at the Southwest corner of the North 1/2 of the North 1/2 of the Southwest 1/4 of said Section 31, said point also being on the division line between Township 16 South, Ranges 32 and 33 East; Thence South 00 degrees 56 minutes 17 seconds East along said division line 47.03 feet to the point of beginning, excepting therefrom the following described parcels:

A portion of Section 30, Township 16 South, Range 33 East, being more particularly described as follows: As a point of reference, commence at the Northeast corner of Section 36, Township 16 South, Range 32 East; Thence North 0 degrees 20 minutes 58 seconds West along the division line between Township 16 South, Ranges 32 and 33 East, a distance of 2635.01 feet to the point of beginning of this description; Thence North 51 degrees 55 minutes 20 seconds East a distance of 871.42 feet to a concrete monument; Thence North 12 degrees 04 minutes 30 seconds West a distance of 365.00 feet to a concrete monument; Thence North 01 degrees 19 minutes 39 seconds West a distance of 400 feet, more or less, to the centerline of Spruce Creek; Thence Westerly along the centerline of said Spruce Creek a distance of 235 feet, more or less; Thence South 02 degrees 36 minutes 19 seconds West a distance of 270 feet more or less to a point; Thence Southerly along a curve to the left having a radius of 2272.45 feet and a central angle of 04 degrees 43 minutes 31 seconds for an arc distance of 187.41 feet to a concrete monument; Thence South 78 degrees 46 minutes 50 seconds West a distance of 354.75 feet to a concrete monument in the division line between Township 16 South, Ranges 32 and 33 East; Thence South 0 degrees 29 minutes 58 seconds East along said division line a distance of 772.13 feet to the point of beginning.

Said parcel containing 11.218 acres.

PARCEL "B"

A portion of Section 25, Township 16 South, Range 32 East, being more particularly described as follows: As a point of reference, commence at the Northeast corner of Section 36, Township 16 South, Range 32 East; Thence North 55 degrees 28 minutes 12 seconds West a distance of 2129.48 feet to a concrete monument in the centerline of a Northeast/Southwest taxiway, said point being the point of beginning of this description; Thence North 38 degrees 15 minutes 32 seconds West a distance of 345.00 feet to a concrete monument; Thence North 51 degrees 44 minutes 28 seconds East a distance of 552.38 feet to a concrete monument; Thence North 01 degrees 44 minutes 28 seconds East a distance of 255.86 feet to a concrete monument; Thence North 11 degrees 15 minutes 32 seconds West a distance of 512.75 feet to a concrete monument; Thence North 55 degrees 05 minutes 52 seconds East a distance of 158.29 feet to a concrete monument; Thence South 11 degrees 15 minutes 32 seconds East a distance of 152.57 feet to a concrete monument; Thence North 78 degrees 44 minutes 28 seconds East a distance of 400.00 feet to a concrete monument; Thence South 11 degrees 15 minutes 32 seconds East a distance of 545.34 feet to a concrete monument; Thence South 21 degrees 34 minutes 57 seconds West a distance of 215.26 feet to a concrete monument; Thence South 38 degrees 15 minutes 32 seconds East a distance of 77.01 feet to a concrete monument in the centerline of aforementioned Northeast/Southwest taxiway; Thence South 51 degrees 44 minutes 28 seconds West along the centerline of said taxiway a distance of 961.08 feet to the point of beginning of this description.

Said parcel containing 15.539 acres.

PARCEL "C"

17391116

SLAUGHTER PARCEL BOOK PAGE

A portion of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 16 South, Range 32 East, and the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 16 South, Range 33 East, being more particularly described as follows: As a point of reference, commence at the Northeast corner of Section 36, Township 16 South, Range 32 East; Thence North 43 degrees 52 minutes 20 seconds West a distance of 398.26 feet to an iron pipe in the North edge of an East/West runway, said point being the point of beginning of this description; Thence North 06 degrees 44 minutes 17 seconds East a distance of 350.63 feet to a concrete monument; Thence South 80 degrees 33 minutes 13 seconds East a distance of 3.62 feet to a concrete monument; Thence North 88 degrees 38 minutes 52 seconds East a distance of 196.42 feet to a concrete monument; Thence South 83 degrees 08 minutes 34 seconds East a distance of 28.83 feet to a concrete monument; Thence South 83 degrees 17 minutes 21 seconds East a distance of 43.21 feet to an iron pipe; Thence South 83 degrees 14 minutes 07 seconds East a distance of 430.18 feet to an iron pipe; Thence South 06 degrees 46 minutes 48 seconds West a distance of 384.19 feet to an iron pipe located at the North edge of an East/West runway; Thence North 83 degrees 14 minutes 06 seconds West along said North edge of an East/West runway a distance of 700.03 feet to the point of beginning of this description.

Said parcel containing 6.111 acres.

PARCEL "D"

CEMETERY PARCEL

A church lot, as shown on the plat of Spruce Creek Heights Subdivision, as recorded in Map Book 9, Pages 97, 98, 99 and 100, of the Public Records of Volusia County, Florida, being more particularly described as follows: Beginning at a concrete monument, said monument being the Northeast corner of Section 36, Township 16 South, Range 32 East; Thence North 0 degrees 30 minutes 02 seconds West along the division line between Section 25, Township 16 South, Range 32 East and Section 30, Township 16 South, Range 33 East, for a distance of 641.88 feet to a concrete monument, said monument being the point of beginning of this description; Thence North 0 degrees 35 minutes 07 seconds West a distance of 3.11 feet to a concrete monument; Thence North 0 degrees 29 minutes 58 seconds West along aforementioned division line a distance of 460.00 feet to a concrete monument; Thence North 89 degrees 32 minutes 21 seconds West a distance of 31.17 feet to a concrete monument; Thence South 88 degrees 51 minutes 34 seconds West a distance of 200.69 feet to a concrete monument; Thence South 0 degrees 54 minutes 31 seconds East a distance of 460 feet to a concrete monument; Thence South 80 degrees 33 minutes 13 seconds East a distance of 3.62 feet to a concrete monument; Thence North 88 degrees 38 minutes 52 seconds East a distance of 196.42 feet to a concrete monument; Thence South 83 degrees 08 minutes 34 seconds East a distance of 28.83 feet to the point of beginning of this description.

Said parcel containing 2.433 acres.

PARCEL "E"

17391117

GAS LINE EASEMENT

BOOK PAGE

A right-of-way 30 feet in width traversing that certain tract of land, containing 1056.3 acres, more or less, known as Spruce Creek Satellite Field, situate, lying and being in Sections 25 and 26, Township 16 South, Range 32 East, and Sections 30 and 31, Township 16 South, Range 33 East, Volusia County, Florida, the centerline of which is more particularly described as follows:

Beginning at a point in the East line of the West 1/2 of said Section 30, said point being 589 feet Southerly of a lighter post marking the center of said Section 30; Thence North 60 degrees 10 minutes 07 seconds West a distance of 2,147.61 feet; Thence North 38 degrees 09 minutes 02 seconds West a distance of 50.0 feet; Thence North 16 degrees 08 minutes 02 seconds West a distance of 439 feet; Thence North 01 degrees 08 minutes 02 seconds West a distance of 187 feet to its point of exit in the centerline of Spruce Creek.

The above description covers the same land as that easement grant as recorded in Official Records Book 591, on Pages 568, 569, 713 and 714, of the Public Records of Volusia County, Florida.

Said parcel containing 1.945 acres.

Total acreage of Tract "A" excluding above out-parcels contains 1057.3 acres more or less.

A portion of Sections 25 & 36, Township 16 South, Range 32 East, and also a portion of Section 30, Township 16-South, Range 33 East, Volusia County, Florida, being more particularly described as follows: As a point of reference commence at a concrete monument marking the Northeast corner of Section 36, Township 16 South, Range 32 East, as said corner was established by R. M. Angas, Florida Registered Land Surveyor, #25 in 1942; Thence North $0^{\circ} 29' 58''$ West along the line between Section 25, Township 16 South, Range 32 East, and Section 30, Township 16 South, Range 33 East, a distance of 1793.37 feet to a point in the Southeasterly edge of a 180 ft. active runway designated as runway 5/23, said point being the point of the beginning of this description; Thence North $51^{\circ} 44' 05''$ East along the Southeasterly edge of said runway 5/23 a distance of 695.45 feet to the most Easterly corner thereof; Thence North $38^{\circ} 15' 55''$ West, along the Northeasterly edge of said active runway 5/23, a distance of 180.00 ft. to the most Northerly corner thereof; Thence South $51^{\circ} 44' 05''$ West along the Northwesterly edge of said active runway 5/23, a distance of 151.63 ft. to a point in the Northerly line of an auxiliary taxiway designated as Lindy Loop; Thence North $83^{\circ} 14' 37''$ West along the Northerly edge of said auxiliary taxiway a distance of 29.77 ft. to a point; Thence North $6^{\circ} 45' 23''$ East, a distance of 58.51 ft. to the point of curvature of a curve to the right, said curve having a radius of 889.69 ft. and a central angle of $18^{\circ} 08' 11''$; Thence Northerly and Easterly along said curve a distance of 281.62 ft. having a chord bearing North $15^{\circ} 49' 29''$ East. said chord having a length of 280.45 ft. to the point of reverse curvature of a curve to the left, said curve having a radius of 544.26 ft. and a central angle of $7^{\circ} 15' 58''$; Thence Northerly and Easterly along said curve a distance of 69.02 ft. having a chord bearing North $21^{\circ} 15' 38''$ East, said chord having a length of 68.98 ft., to a point; Thence North $51^{\circ} 44' 05''$ East, a distance of 710.96 ft. to a point; Thence North $60^{\circ} 10' 01''$ West, a distance of 237.36 ft. to a point; Thence North $32^{\circ} 07' 50''$ West, a distance of 0.08 ft. to a point; Thence South $51^{\circ} 55' 20''$ West, a distance of 86.34 ft. to a point; Thence North $12^{\circ} 04' 39''$ West, a distance of 334.99 ft. to a point; Thence South $78^{\circ} 46' 50''$ West, a distance of 255.62 ft. to a point, said point lying in a curve concave Easterly and having a radius of 2247.43 ft. and a central angle of $1^{\circ} 34' 08''$; Thence Northerly and Easterly along said curve a distance of 61.54 ft. having a chord bearing North $1^{\circ} 35' 40''$ East, said chord having a length of 61.54 ft. to a point; Thence North $78^{\circ} 46' 50''$ East, a distance of 246.75 ft. to a point; Thence North $1^{\circ} 19' 39''$ West, a distance of 370 ft., more or less, to the center line of Spruce Creek; Thence following said center line of Spruce Creek in a Northwesterly direction, run a distance of 1150 ft., more or less, to its intersection with the Westerly line of Section 30, Township 16 South, Range 33 East; Thence S $00^{\circ} 29' 58''$ E along the section line between Section 30, Township 16 South, Range 33 East and Section 25, Township 16 South, Range 32 East, a distance of 50 ft., more or less, to a concrete monument, said monument being a distance of 4324.83 ft. along said section line, North

of the Northeast corner of Section 36, Township 16 South, Range 32 East; Thence along said section line South $0^{\circ} 29' 58''$ East, a distance of 366.38 ft. to a concrete monument; Thence continue along said section line South $0^{\circ} 29' 58''$ East, a distance of 206.82 ft. to a concrete monument; Thence continue along said section line South $0^{\circ} 29' 58''$ East, a distance of 313.96 ft. to a point; Thence North $78^{\circ} 46' 50''$ East, a distance of 329.72 ft. to a point, said point being in a curve concave Easterly and having a radius of 2297.43 ft. and a central angle of $1^{\circ} 31' 59''$; Thence Southerly and Westerly along said curve a distance of 61.47 ft. having a chord bearing South $1^{\circ} 18' 39''$ West, said chord having a length of 61.47 ft. to a point; Thence South $78^{\circ} 46' 50''$ West a distance of 311.17 ft. to the point of curvature of a curve concave Southeasterly, said curve having a radius of 20.00 ft. and a central angle of $79^{\circ} 16' 48''$; Thence Southerly and Westerly along said curve a distance of 27.67 feet having a chord bearing South $39^{\circ} 08' 26''$ West, said chord having a length of 25.52 feet, to the point of tangency thereof, said point of tangency being in the section line between Section 30, Township 16 South, Range 33 East, and Section 25, Township 16 South, Range 32 East; Thence South $0^{\circ} 29' 58''$ East, along said section line, a distance of 1050.60 ft. to a point; Thence North $83^{\circ} 14' 37''$ West, a distance of 298.76 ft. to the point of curvature of a curve to the left, said curve having a radius of 75.00 ft. and a central angle of $45^{\circ} 00' 55''$; Thence Southerly and Westerly along said curve a distance of 58.92 ft. having a chord bearing South $74^{\circ} 14' 56''$ West, said chord having a length of 57.42 ft., to the point of tangency thereof; Thence South $51^{\circ} 44' 28''$ West, a distance of 1087.79 ft. to the point of curvature of a curve concave Westerly, said curve having a radius of 20.00 ft. and a central angle of $50^{\circ} 00' 00''$; Thence Northerly and Easterly along said curve, a distance of 17.45 ft. having a chord bearing North $26^{\circ} 44' 28''$ East, said chord having a length of 16.90 ft. to the point of tangency thereof; Thence North $1^{\circ} 44' 28''$ East, a distance of 312.27 ft. to the point of curvature of a curve to the left, said curve having a radius of 1052.69 ft. and a central angle of $13^{\circ} 00' 00''$; Thence Northerly and Westerly along said curve a distance of 238.85 ft. having a chord bearing North $4^{\circ} 45' 32''$ West, said chord having a length of 238.36 ft. to the point of tangency thereof; Thence North $11^{\circ} 15' 32''$ West a distance of 390.18 ft. to a point; Thence North $58^{\circ} 47' 41''$ West, a distance of 141.25 ft. to a point; Thence South $55^{\circ} 05' 52''$ West, a distance of 235.58 ft. to a point; Thence South $11^{\circ} 15' 32''$ East, a distance of 474.54 ft. to a point; Thence South $1^{\circ} 44' 28''$ West a distance of 255.86 ft. to a point; Thence South $51^{\circ} 44' 28''$ West, a distance of 1522.38 ft. to a point; Thence North $38^{\circ} 15' 32''$ West, a distance of 505.00 ft. to a point; Thence South $51^{\circ} 44' 28''$ West, a distance of 141.67 ft. to the point of curvature of a curve to the right, said curve having a radius of 1176.20 ft. and a central angle of $13^{\circ} 21' 42''$; Thence Southerly and Westerly along said curve a distance of 274.30 ft. having a chord bearing South $58^{\circ} 25' 19''$ West, said chord having a length of 273.67 ft. to the point of compound curvature of a curve to the right, said curve having a radius of 20 feet and a central angle of $80^{\circ} 59' 50''$; Thence Northerly and Westerly along said curve, a distance of 28.27 ft. having a chord bearing North $74^{\circ} 23' 41''$ West, said

chord having a length of 25.98 ft. to a point, said point being on a curve concave Southwesterly and having a radius of 305.00 ft. and a central angle of $19^{\circ} 29' 16''$; Thence Southerly and Easterly along said curve a distance of 103.74' having a chord bearing South $24^{\circ} 09' 23''$ East, said chord having a length of 103.24 ft. to a point, said point lying in a curve concave Southeasterly, said curve having a radius of 20 feet and a central angle of $79^{\circ} 34' 47''$; Thence Northerly and Easterly along said curve a distance of 27.78 ft. having a chord bearing North $25^{\circ} 22' 44''$ East, said chord having a length of 25.60 ft. to the point of reverse curvature of a curve to the left, said curve having a radius of 1246.20 ft. and a central angle of $13^{\circ} 25' 33''$; Thence Northerly and Easterly along said curve, a distance of 292.02 ft. having a chord bearing North $58^{\circ} 27' 14''$ East, said chord having a length of 291.35 ft. to the point of tangency thereof; Thence North $51^{\circ} 44' 28''$ East, a distance of 71.67 ft. to the point of curvature of a curve to the right, said curve having a radius of 20.00 ft. and a central angle of $90^{\circ} 00' 00''$; Thence Southerly and Easterly along said curve a distance of 31.42 ft. having a chord bearing South $83^{\circ} 15' 32''$ East, said chord having a length of 28.28 ft. to the point of tangency thereof; Thence South $38^{\circ} 15' 32''$ East a distance of 415.00 ft. to a point; Thence South $51^{\circ} 44' 28''$ West, a distance of 75.80 ft. to a point; Thence South $06^{\circ} 41' 50''$ West, a distance of 734.52 ft. to a point; Thence South $46^{\circ} 14' 25''$ East, a distance of 264.45 ft. to the most Westerly corner of aforementioned active runway 5/23; Thence South $38^{\circ} 15' 55''$ East along the Southwesterly edge of said active runway 5/23 a distance of 180.00 ft. to the most Southerly corner thereof; Thence North $51^{\circ} 44' 05''$ East along the Southeasterly edge of said active runway 5/23, a distance of 3306.30 ft. to the point of beginning of this description.

1777 1094

BOOK PAGE

176

THIS INSTRUMENT WAS PREPARED BY
THE D. BOGGS JR.
CITY OF SPRUCE CREEK, INC. 1001 SPRUCE CREEK
VOLUSIA COUNTY, FLORIDA 32090
CITY OF SPRUCE CREEK, INC.

FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
FLY-IN SPRUCE CREEK, INC.
SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce
Creek, Inc. Subdivision, Unit One, as per plat thereof recorded
in Map or Plat Book 33, page 103, et seq., hereby covenant and
agree one with another that the Declaration of Covenants and
Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One,
as recorded in Official Records Book 1739, page 1093, et seq.,
Public Records of Volusia County, Florida, shall be, and it is
hereby amended as follows:

"Assessment Computation of Each Lot. Except during
the period of initial assessment, as hereinabove defined,
the assessment made by Association against each lot and
the owners thereof shall be that proportion of the total
budget which the vote or votes appurtenant to such lot
bear to the total votes of all lots subject to this
Declaration or any supplemental Declaration. Where
different physical portions of a lot are owned by different
persons or entities, the assessment for such lot shall be
apportioned among such owners in the same manner as the
votes appurtenant to such lot are apportioned (see
Article II, Section 2(a)) above."

This Amendment shall be effective immediately upon the recording
thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these
presents under seal on the date shown beneath their respective
signatures.

Signed, sealed and delivered
in the presence of:

FLY-IN SPRUCE CREEK, INC.

Linda L. Lester

By [Signature] (SEAL)

[Signature]

Owner of Lots-All lots on above
described plat except those listed on
Schedule A attached.
Date: 4/25/75

STATE OF GEORGIA
COUNTY OF DEKALB

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State and County aforesaid to take acknowledgments,
personally appeared H. M. CONWAY, JR., well known to me to be the
President of FLY-IN SPRUCE CREEK, INC., a Georgia corporation qualified
to do business in Florida, and he acknowledged executing the same in the
presence of two subscribing witnesses freely and voluntarily under
authority duly vested in him by said corporation and that the seal
affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last
aforesaid this 25th day of April 1975.

[Signature]
Notary Public

My commission expires:

Notary Public, Georgia State # 1092
My Commission Expires on 11, 1977

020643

1 39 10 49 AM '75

NOTARY PUBLIC
VOLUSIA COUNTY, FLORIDA

1777 1095
BOOK PAGE

SCHEDULE "A"

Lots R-94, R-95, R-130, R-134, R-120, R-121,
R-129, R-23, R-137, R-133, R-27, R-28, R-14,
R-18, R-20, R-24, and R-23.

1777 1096

BOOK PAGE

THE STATE OF FLORIDA
COUNTY OF VOLUSIA
RECORDS DEPARTMENT
1777 1096

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLY-IN SPRUCE CREEK, INC. SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce Creek, Inc. Subdivision, Unit One, as per plat thereof recorded in Map or Plat Book JJ, page 103, et seq., hereby covenant and agree one with another that the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One, as recorded in Official Records Book 1739, page 1093, et seq., Public Records of Volusia County, Florida, shall be, and it is hereby amended as follows:

020646

"Assessment Computation of Each Lot. Except during the period of initial assessment, as hereinabove defined, the assessment made by Association against each lot and the owners thereof shall be that proportion of the total budget which the vote or votes appurtenant to such lot bear to the total votes of all lots subject to this Declaration or any supplemental Declaration. Where different physical portions of a lot are owned by different persons or entities, the assessment for such lot shall be apportioned among such owners in the same manner as the votes appurtenant to such lot are apportioned (see Article II, Section 2(a)) above."

APR 30 10 49 AM '75

RECORDED
INDEXED
APR 30 1975

This Amendment shall be effective immediately upon the recording thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal on the date shown beneath their respective signatures.

Signed, sealed and delivered in the presence of:

Bernadine R. Scherrer

Orvil D. Scherrer

Bernadine R. Scherrer (SEAL)

Orvil D. Scherrer (SEAL)
Owner of Lot R-130

Date: Feb-19, 1975

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ORVIL D. SCHERRER and BERNADINE R. SCHERRER, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 17th day of February, 1975.

My commission expires:

Orvil D. Scherrer
Notary Public
State of Florida at Large

1777 1097

173

BOOK PAGE

Signed, sealed and delivered
in the presence of:

Walter Schober

Edith Schober (SEAL)

Walter Schober (SEAL)

Owner of Lot R-129

Date: February 20, 1975

STATE OF FLORIDA
COUNTY OF VOLUSIA

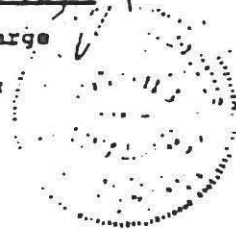
I HEREBY CERTIFY that on this day, before me, an officer
duly authorized to take acknowledgments, personally appeared
EDITH SCHOBBER and WALTER SCHOBBER, to me known to be the persons
described in and who executed the foregoing instrument and acknowl-
edged before me that they executed the same for the uses and purposes
therein expressed.

WITNESS my hand and official seal in the State and County
last aforesaid this 20 day of February, 1975.

Walter Schober
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 16, 1975
Created by American Bankers Insurance Co.



1777 1098

BOOK PAGE

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of April, 1975.

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLY-IN SPRUCE CREEK, INC. SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce Creek, Inc. Subdivision, Unit One, as per plat thereof recorded in Map or Plat Book 33, page 103, et seq., hereby covenant and agree one with another that the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One, as recorded in Official Records Book 1739, page 1093, et seq., Public Records of Volusia County, Florida, shall be, and it is hereby amended as follows:

020647

"Assessment Computation of Each Lot. Except during the period of initial assessment, as hereinabove defined, the assessment made by Association against each lot and the owners thereof shall be that proportion of the total budget which the vote or votes appurtenant to such lot bear to the total votes of all lots subject to this Declaration or any supplemental Declaration. Where different physical portions of a lot are owned by different persons or entities, the assessment for such lot shall be apportioned among such owners in the same manner as the votes appurtenant to such lot are apportioned (see Article II, Section 2(a)) above."

Apr 30 10 53 AM '75

Notary Public Seal

This Amendment shall be effective immediately upon the recording thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal on the date shown beneath their respective signatures.

Signed, sealed and delivered in the presence of:

Handwritten signatures of owners

Handwritten signature (SEAL)

Handwritten signature (SEAL) Owner of Lot R 94-6 R-95

Date: 4/10/75

STATE OF FLORIDA COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared and to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of April, 1975.

My commission expires:

Notary Public State of Florida at Large

20637

1777 1099

BOOK PAGE

OFFICIAL RECORDS
VOLUSIA COUNTY, FLORIDA
1777 1099

FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
FLY-IN SPRUCE CREEK, INC.
SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce
Creek, Inc. Subdivision, Unit One, as per plat thereof recorded
in Map or Plat Book 33, page 103, et seq., hereby covenant and
agree one with another that the Declaration of Covenants and
Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One,
as recorded in Official Records Book 1739, page 1093, et seq.,
Public Records of Volusia County, Florida, shall be, and it is
hereby amended as follows:

0 2 0 6 4 8 Assessment Computation of Each Lot. Except during
the period of initial assessment, as hereinabove defined,
the assessment made by Association against each lot and
the owners thereof shall be that proportion of the total
budget which the vote or votes appurtenant to such lot
bear to the total votes of all lots subject to this
Declaration or any supplemental Declaration. Where
different physical portions of a lot are owned by different
persons or entities, the assessment for such lot shall be
apportioned among such owners in the same manner as the
votes appurtenant to such lot are apportioned (see
Article II, Section 2(a)) above."

Apr 30 10 50 AM '75
NOTARY PUBLIC
VOLUSIA COUNTY, FLORIDA

This Amendment shall be effective immediately upon the recording
thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these
present under seal on the date shown beneath their respective
signatures.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)
Owner of Lot R-134
Date: April 28, 1975

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly
authorized to take acknowledgments, personally appeared George J.
[Name] and [Name], to me known to be the persons
described in and who executed the foregoing instrument and acknowledged
before me that they executed the same for the uses and purposes therein
expressed.

WITNESS my hand and official seal in the State and County last
aforesaid this 28th day of April, 1975.



[Signature]
Notary Public
State of Florida at Large

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLY-IN SPRUCE CREEK, INC. SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce Creek, Inc. Subdivision, Unit One, as per plat thereof recorded in Map or Plat Book JJ, page 103, et seq., hereby covenant and agree one with another that the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One, as recorded in Official Records Book 1739, page 1093, et seq., Public Records of Volusia County, Florida, shall be, and it is hereby amended as follows:

020649

"Assessment Computation of Each Lot. Except during the period of initial assessment, as hereinabove defined, the assessment made by Association against each lot and the owners thereof shall be that proportion of the total budget which the vote or votes appurtenant to such lot bear to the total votes of all lots subject to this Declaration or any supplemental Declaration. Where different physical portions of a lot are owned by different persons or entities, the assessment for such lot shall be apportioned among such owners in the same manner as the votes appurtenant to such lot are apportioned (see Article II, Section 2(a)) above."

APR 30 10 50 AM '75

FILE FOR RECORDS

This Amendment shall be effective immediately upon the recording thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal on the date shown beneath their respective signatures.

Signed, sealed and delivered in the presence of:

[Signature] (SEAL) Eric J. ...

[Signature] (SEAL) Owner of Lot R 120 ...

Date: Feb. 20, 1975

[Signature] ...

STATE OF FLORIDA Connecticut COUNTY OF VOLUSIA Litchfield

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ... and ... to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the uses and purposes therein expressed.

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

My commission expires:

[Signature] Notary Public ... State of Florida at Large

1777 1101

BOOK PAGE

THIS INSTRUMENT WAS PREPARED BY
JOHN D. H. ...
CORN COLE SIMPSON ...
STATE OF ...
... FLORIDA ...

FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
FLY-IN SPRUCE CREEK, INC.
SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce
Creek, Inc. Subdivision, Unit One, as per plat thereof recorded
in Map or Plat Book 33, page 103, et seq., hereby covenant and
agree one with another that the Declaration of Covenants and
Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One,
as recorded in Official Records Book 1739, page 1093, et seq.,
Public Records of Volusia County, Florida, shall be, and it is
hereby amended as follows:

020650

"Assessment Computation of Each Lot. Except during
the period of initial assessment, as hereinabove defined,
the assessment made by Association against each lot and
the owners thereof shall be that proportion of the total
budget which the vote or votes appurtenant to such lot
bear to the total votes of all lots subject to this
Declaration or any supplemental Declaration. Where
different physical portions of a lot are owned by different
persons or entities, the assessment for such lot shall be
apportioned among such owners in the same manner as the
votes appurtenant to such lot are apportioned (see
Article II, Section 2(a) above."

APR 30 10 50 AM '75

RECORDED
APR 30 1975
VOLUSIA COUNTY

This Amendment shall be effective immediately upon the recording
thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these
presents under seal on the date shown beneath their respective
signatures.

Signed, sealed and delivered
in the presence of:

[Signature]

[Signature] (SEAL)

[Signature]

Owner of Lot R-13 (SEAL)

Date: 4/19/75

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF ~~VOLUSIA~~ DEKALB

I HEREBY CERTIFY that on this day before me, an officer duly
authorized to take acknowledgments, personally appeared RALPH BROOKS
~~xxxx~~, to me known to be the persons
described in and who executed the foregoing instrument and acknowledged
before me that they executed the same for the uses and purposes therein
expressed.

WITNESS my hand and official seal in the State and County last
aforesaid this 9th day of April, 1975.

[Signature]
Notary Public
State of Florida

My Commission expires:

17771102

BOOK PAGE

This instrument was prepared by:
JULY 20, 1975
COOPER HOPE WHEELER MASON
SOUTH WEST AIR STRIP, FLORIDA
DORRIS B. MASON

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLY-IN SPRUCE CREEK, INC. SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce Creek, Inc. Subdivision, Unit One, as per plat thereof recorded in Map or Plat Book 33, page 103, et seq., hereby covenant and agree one with another that the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One, as recorded in Official Records Book 1739, page 1093, et seq., Public Records of Volusia County, Florida, shall be, and it is hereby amended as follows:

020651

"Assessment Computation of Each Lot. Except during the period of initial assessment, as hereinabove defined, the assessment made by Association against each lot and the owners thereof shall be that proportion of the total budget which the vote or votes appurtenant to such lot bear to the total votes of all lots subject to this Declaration or any supplemental Declaration. Where different physical portions of a lot are owned by different persons or entities, the assessment for such lot shall be apportioned among such owners in the same manner as the votes appurtenant to such lot are apportioned (see Article II, Section 2(a)) above."

APR 30 10 51 AM '75

RECORDED
INDEXED
APR 30 1975
VOLUSIA COUNTY FLA.

This Amendment shall be effective immediately upon the recording thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these presents under seal on the date shown beneath their respective signatures.

Signed, sealed and delivered in the presence of:

John A. Birch
Francis P. Birch

Richard Howard Pickett, Jr. (SEAL)

Barbara Kay Pickett (SEAL)
Owner of Lot R-137

Date: 4-7-75

STATE OF ~~GEORGIA~~ GEORGIA
COUNTY OF ~~WALTON~~ WALTON

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared and to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 7 day of April, 1975.

My commission expires:

Richard C. ...
Notary Public
State of ~~Florida~~ FLORIDA

20851

FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
FLY-IN SPRUCE CREEK, INC.
SUBDIVISION, UNIT ONE

The undersigned being owners of lots within Fly-In Spruce
Creek, Inc. Subdivision, Unit One, as per plat thereof recorded
in Map or Plat Book 33, page 103, et seq., hereby covenant and
agree one with another that the Declaration of Covenants and
Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One,
as recorded in Official Records Book 1739, page 1093, et seq.,
Public Records of Volusia County, Florida, shall be, and it is
hereby amended as follows:

02065 Assessment Computation of Each Lot. Except during
the period of initial assessment, as hereinabove defined,
the assessment made by Association against each lot and
the owners thereof shall be that proportion of the total
budget which the vote or votes appurtenant to such lot
bear to the total votes of all lots subject to this
Declaration or any supplemental Declaration. Where
different physical portions of a lot are owned by different
persons or entities, the assessment for such lot shall be
apportioned among such owners in the same manner as the
votes appurtenant to such lot are apportioned (see
Article II, Section 2(a) above.)

APR 30 10 51 AM

This Amendment shall be effective immediately upon the recording
thereof in the Official Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned have executed these
presents under seal on the date shown beneath their respective
signatures.

Signed, sealed and delivered
in the presence of:

[Handwritten signature]

[Handwritten signature]

Earl Coffman (SEAL)

Owner of Lot R-100 (SEAL)

Date: 3/27/75

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly
authorized to take acknowledgments, personally appeared EARL COFFMAN
and _____, to me known to be the persons
described in and who executed the foregoing instrument and acknowledged
before me that they executed the same for the uses and purposes therein
expressed.

WITNESS my hand and official seal in the State and County last
aforesaid this 27 day of March, 1975.

My commission expires:

[Handwritten signature]
Notary Public
State of Florida
20652

18241891

BOOK - PAGE

186

THIS INSTRUMENT WAS PREPARED BY
JAY D. HUNG, JR.
COBB, COLE, SIG. HUGH MCCOY, BELL & BOND
SUITE 440 416 SPRINGFIELD AVENUE, P. O. BOX 198
NATIONA BEACH, FLORIDA 3205

**SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS - FLY-IN SPRUCE CREEK**

In accordance with Article I, Section 2 of the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Unit #1 Subdivision as recorded in Official Records Book 1739, page 1093 of the Public Records of Volusia County, Florida, this Supplementary Declaration is executed, delivered and recorded for the purpose of submitting the property described on Exhibit C (attached hereto and made a part hereof) to the terms, provisions and covenants of said Declaration, as amended by this Supplementary Declaration. The parcels submitted hereto are commercial lots and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the terms, provisions and covenants of the aforesaid Declaration of Covenants and Restrictions and this Supplementary Declaration.

1. Article II, Section 2(a) of Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision Unit #1 is hereby modified by substituting a comma for the period at the end of the first paragraph of Section 2(a) of Article II and adding the following: "and 8 votes appurtenant to each commercial lot", (a lot having the suffix "C"), so that the last sentence of the first paragraph of Section 2(a) of Article II reads as follows:

"There shall be one vote appurtenant to each single family residential lot (a lot having the suffix "R"); eight votes appurtenant to each multi-family lot (a lot with the suffix "M") and 8 votes appurtenant to each commercial lot, (a lot having the suffix "C")."

For the purposes of the foregoing, the parcel designated on Exhibit "C" hereto as Parcel 1 shall be deemed to be 1 1/4 lots, and there shall be 10 votes appurtenant to said Parcel 1. The parcel designated on Exhibit C hereto as Parcel 2 shall be deemed to be one commercial lot, and there shall be 8 votes appurtenant to said Parcel 2.

01306
13062

MAR 5 1 48 PM '77

RECORDED
INDEXED
MAR 5 1977
VOLUSIA COUNTY FLORIDA

BOOK PAGE

2. The Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision Unit #1 is amended by adding as Article VI A the following.

"ARTICLE VI A

Protective Covenants - Office, Research and Commercial Facilities Areas. Each office, research and commercial facilities lot shall be subject to the following covenants and restrictions which shall be covenants running with the land until January 1, 1984, to wit:

1. Office, research and commercial facilities lots shall not be used except for business and professional offices, aeronautically related services and equipment, aeronautical research, environmental services and equipment, environmental research, electronics services and equipment, manufacturing of professional and scientific instruments, manufacturing and servicing of photographic and optical goods and other light industrial and manufacturing uses which meet the performance standards hereinafter set forth. No land or structure shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions which may affect any other property, including, but not limited to:

Fire and explosive hazard
 noise, vibration or shock
 smoke, dust, odor, or other forms of air pollution
 heat
 glare
 electrical or other disturbance
 liquid or solid refuse or wastes
 other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises.

2. Performance Standards.

A. Fire and Explosive Hazard. No activity shall be undertaken involving fire or explosive hazard

BOOK PAGE

which shall endanger the property, improvements or employees of any other property owner or tenant.

B. Vibration or Shock. No vibration or shock perceptible to a person of normal sensibilities shall be permitted within 50 feet of the property line.

C. Air Pollution.

- (i) Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant, shall be conducted within a completely enclosed building.
- (ii) Visible emissions of smoke will not be permitted which exceed Ringelmann No. 1 on the Ringelmann Chart of the U. S. Bureau of Mines other than the exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Windborne dust, sprays and mists originating in plants will not be permitted.
- (iii) No plant or operation shall discharge into the atmosphere toxic or noxious matter.
- (iv) The emission of odors which are detectable at any point beyond the property line of the plant will not be permitted.

D. Dust Control.

All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded.

E. Heat or Glare.

Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be

discernible from the property line.

F. Illumination.

- (i) The source of illumination of any kind within the property shall not be visible at the property line except for normal installation of standard interior lighting fixtures within buildings.
- (ii) The maximum height of any lighting standard shall be limited to 30 feet above curb level.
- (iii) The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.
- (iv) The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Agency or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the airport.

3. Signs. The following regulations shall apply to all signs displayed for observations from outside a building whether displayed on, near, or within a building:

- (1) PERMITTED SIGNS: Signs on the property shall be limited to those identifying the uses conducted on the site, to those necessary for directional purposes, and to those required to advertise the rental of the specific property on which the sign is displayed. The size, design, and location of all signs shall require the written approval of the Corporation or its authorized agent prior to installation. Outdoor advertising, billboards, or flashing lighting shall not be permitted.
- (ii) AREA AND LOCATION: One sign may be permitted

18241895

BOOK PAGE

on the front setback line and one sign may be attached to the side of the building which faces a street or taxiway, both to state only the name, products, and services of the occupant.

The sign on the front setback shall not exceed one square foot area for each lineal foot of lot frontage and shall not extend more than ten feet in height above the floor line of the building. An approved product or company symbol or device may be used in addition to each sign and, on the front setback line, may extend up to any point on the building. Any such symbol or device shall be considered a sign for the purposes of these restrictions and shall require the written approval of the corporation prior to installation.

(iii) CONSTRUCTION: All signs shall comply with all building codes of the County of Volusia and with all rules and regulations of the Federal Aviation Agency or successor agencies.

4. Refuse and Trash. No refuse or trash shall be allowed to accumulate on any parcel.
5. Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon any parcel without the approval of Volusia County and Association.
6. Off-Street Parking. Off-street parking facilities shall be provided for employees, customers, and visitors at a ratio of one space for every one and one-half employees; one space for each managerial employee; and one visitor space for each two managerial staff. A "parking space" shall be two hundred (200) square feet set aside for the parking of a car. Driveways and other spaces for the movement of cars shall not be included in computing the minimum required parking space hereunder. The parking area may be provided anywhere on the premises except in the minimum front

yard. Plants requiring shift operations may have the parking space requirement adjusted upon approval in writing by the zoning board. No on-street parking shall be permitted within the office, research and commercial area.

7. Vehicle Loading. All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the lot(s); onstreet vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of buildings, or on a side; except that such loading performed at a side shall be screened from front street visibility.

8. Setbacks.

(i) FRONTYARD: All buildings shall be set back a minimum of 35 feet from lot line facing the street.

(ii) SIDEYARD: There shall be a minimum sideyard of 20 feet except in the case of a corner lot in which case the sideyard facing the street shall be 35 feet.

(iii) REARYARD: Rear setbacks shall be 20 feet from the lot line or utility easement line.

One hundred percent of the required minimum front setback area and side setback area facing the street shall be landscaped and planted, unless covered by paving or outdoor construction.

9. Landscaping. Any area not paved shall be landscaped. Such landscaping to include the planting of groundcovers, shrubs, and trees. The removal of undergrowth, weeds, debris, rubbish, trash, excess dirt, industrial wastes or garbage and any other unsightly material from the property shall be at no expense to the Association. Landscaping of required areas shall be begun within a period not to exceed one hundred eighty (180) days after completion of the initial building.

10. Maintenance. It shall be the responsibility of

18241897

BOOK PAGE

the tenant to keep the premises, buildings, and all improvements in safe, clean, healthful, and presentable condition at all times.

11. Building Heights. Building heights shall be limited to a maximum of thirty-five (35) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

12. Site Coverage. All buildings and structures, or portions thereof, placed on the lot(s) shall not cover more than thirty (30) percent of the total lot area.

13. Type of Construction. All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood which has been satisfactorily treated to resist fire, rot and insects. Siding shall be masonry, glass, enameled steel or treated wood. Common masonry and treated wood siding shall be kept neatly painted, if used.

All buildings shall conform to all local building codes and ordinances.

14. Storage. Outside storage shall not be permitted unless fenced with an opaque screen of sufficient height at not less than six (6) feet to hide the materials. All fencing for screen, security or other purposes shall be attractive in appearance and shall be of a durable type approved by the Association.

15. Preparation and Submission of Plans for Improvements - General. All plans for improvements shall be of contemporary design, and shall require a prior written approval by the Association or its authorized agent before any construction can take place.

The following plans shall be required for submission to the Association:

- (1) A plot plan at a scale not smaller than 1 inch equals 100 feet showing the relationship of the proposed improvements to the lot(s) deemed

182.4 1898

BOOK PAGE
and to the improvements on adjacent lots, utilities
and access thereto, curbs, walks, driveways,
parking areas, etc.

(ii) Floor plans at a scale not smaller than 1/16
inch equals 1 foot.

(iii) Ground cover plans, including landscaping.

(iv) A true rendering of the proposed buildings,
including the proposed exterior color scheme,
style, materials, and design and placement of
signs.

(v) Sewage and waste disposal plans and specifications.

(vi) Any other plans, specifications or design
features which the Association or its authorized
agent may deem necessary and request.

16. Form and Content of Plans. The Association may
promulgate rules governing the form and content of
plans to be submitted for its approval and may issue
statements of its policy with respect to approval or
disapproval of architectural styles, details, or other
matters pertaining to the plans. Such rules and such
statements of policy may be amended or revoked by the
Association at any time; and no inclusion in, omission
from, or amendment of any such rule shall be deemed to
bind the Association to its approval or disapproval of
any matter subject to its approval or to waive the
exercise of the Association's discretion as to any such
matter.

17. Codes and Regulations. All improvements shall be
planned and constructed in accordance with rules and
regulations prescribed by the Association or its authorized
agent; with the laws and ordinances of Volusia County,
with applicable building codes and in compliance with
the rules and regulations of the Federal Aviation
Agency or any successor agencies, where applicable.

18. Approval of Plans. Approval of plans and specifications
shall be at the sole discretion of the Association,

such approval not to be arbitrarily or unreasonably withheld. If the Association or its authorized agent fails to approve or disapprove such plans and specifications within thirty (30) days after submission thereof, this shall serve as authorized approval of said plans and specifications as submitted.

Approval of said plans and specifications may be withheld because of:

- (i) Failure to comply with any of these restrictions;
- (ii) Failure to include such information as may be reasonably requested;
- (iii) Reasonable objection to the design and appearance of the proposed structure;
- (iv) Failure to conform with existing structures upon other parcels;
- (v) The disapproval of the location, grading plan, color scheme, finish, design, proportions, style or architecture height, or appropriateness of the proposed structure or because of any other matter which, in the judgment of the Association would render the proposed structure inharmonious with the general plan for improvement of the industrial park.

Approval of any plans or specifications for use on any one parcel shall not be deemed a waiver of the Association's right, in its discretion, to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other parcel or parcels.

19. Commitment to Construct. Upon approval by the Association of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Association and a copy of such plans bearing the written approval of the Association shall be returned to the owner of the parcel upon which such structure is or will be placed. Approval of these

18241900

BOOK PAGE

plans by the Association shall constitute a commitment on the part of the tenant or owner of the building site to erect and maintain the improvements as proposed and approved and within a reasonable time period, such period to be determined jointly by the Association and the owner of the building site and to be set forth in writing by the Association.

20. Construction Within Time Specified. Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the time period specified. Failure to complete such work in the time specified shall cause such approval to be automatically withdrawn unless the Association grants written extension of such approval.

21. Landscaping Plans. Trees, shrubs, fences, hedges or other landscaping shall not be planted, placed or maintained upon any parcel until a complete plan thereof has been submitted to and approved by the Association in a manner similar to that required for architectural plans.

All plans for landscape improvements shall be prepared by registered or approved landscape architects. Approval shall be by the Association or its representative consultants.

22. Plans for Alterations in Improvements. All plans for alterations to improvements, either for the construction of additional facilities or alterations to existing buildings, shall be prepared, submitted and approved as outlined in Paragraphs 15 through 21 above, and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of buildings shall not be considered unless they affect the performance standards as set forth hereinabove."

3. Except as specifically modified and supplanted by this Supplementary Declaration, all terms, provisions and covenants of the Declaration of Covenants and Restrictions

18241901

BOOK PAGE

for Fly-In Spruce Creek, Inc. Unit #1 Subdivision as recorded in Official Records Book 1739, page 1093 shall remain in full force and affect.

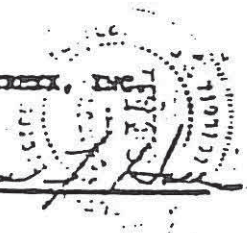
IN WITNESS WHEREOF, FLY-IN SPRUCE CREEK, INC. has caused these presents to be executed and its seal affixed this 3rd day of March, A.D. 1976.

Signed, sealed and delivered in the presence of:

FLY-IN SPRUCE CREEK, INC.

William L. Franke
David B. Hill

By Robert J. Hill



STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared Robert J. Hill the President of FLY-IN SPRUCE CREEK, INC., a corporation, the said person being known to me to be the person who executed the above instrument on behalf of said corporation; and he acknowledged that he signed said instrument by authority and on behalf of said corporation and affixed the corporate seal thereon and that he delivered said instrument by authority and on behalf of said corporation and that such acts were done freely and voluntarily and for the uses and purposes in said instrument set forth and that such instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of March, A.D. 1976.

William L. Franke
Notary Public, State of Florida at Large

My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires Dec. 4, 1977
Bound by American Felt & Company Co.

18241902

BOOK PAGE

EXHIBIT "C"

Parcel 1:

A part of Sections 30 and 31, in Township 16 South, Range 33 East, Volusia County, Florida, more particularly described as follows: As a point of reference, commence at the Southwest corner of Section 30, Township 16 South, Range 33 East using the South line of said Section 30 for a reference bearing of North 88°11'31" East, run North 83°11'08" East a distance of 310.00 feet to a concrete monument; thence South 33°14'06" East a distance of 150.00 feet to a point, being the POINT OF BEGINNING; thence continue South 83°14'06" East a distance of 200.00 feet to a point; thence South 06°45'54" West a distance of 300.00 feet to a point; thence North 83°14'06" West, a distance of 200.00 feet; thence North 06°45'54" East, a distance of 300.00 feet to the POINT OF BEGINNING.

Parcel 2:

A parcel of land in Sections 30 and 31, Township 16 South, Range 33 East, described as follows: Commence at the Southwest corner of said Section 30, with a reference bearing on the South line of Section 30 of North 88°11'31" East; thence North 83°11'08" East, 310 feet to a point of reference marker and the point of beginning; thence South 83°14'06" East, 150 feet; thence South 06°45'54" West, 300 feet; thence North 83°14'06" West, 150 feet to a point of reference marker; thence North 06°45'54" East, 300 feet to the point of beginning. Reserving an Easement for utility purposes over the Northerly 20 feet thereof.

L 8 8 3 1 0 0 8
BOOK PAGE

THIS INSTRUMENT PREPARED BY:
JAMES D. FORD, JR.
COUNSELLOR AT LAW
P. O. BOX 1001
DAYTONA BEACH, FLORIDA 32015

196

FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS - FLY-IN SPRUCE CREEK

WHEREAS, Fly-In Spruce Creek, a Georgia Corporation qualified to do business in the State of Florida, is the Class B member of Spruce Creek Property Owners Association, Inc., and as such, has heretofore caused a Supplementary Declaration of Covenants and Restrictions to be recorded in Official Records Book 1824, page 1891, Public Records of Volusia County, Florida, (hereafter called "Supplementary Declaration"); and

WHEREAS, all of the property submitted by the Supplementary Declaration is owned by Conrad Yelvington (the owner of Parcel 1 as described on Exhibit C to the Supplementary Declaration), and John C. Howington and Helen Howington, his wife, (the owners of Parcel 2, as described on said Exhibit C); and

WHEREAS, all of the undersigned are desirous of amending the Supplementary Declaration to reduce the number of votes (and therefore, the assessment) appurtenant to the lots submitted by the Supplementary Declaration;

NOW, THEREFORE, the undersigned do hereby amend the Supplementary Declaration of Covenants and Restrictions - Fly-In Spruce Creek as recorded in Official Records Book 1824, page 1891, Public Records of Volusia County, Florida by deleting paragraph 1 of said Supplementary Declaration and substituting therefor the following:

"1. Article II, Section 2(a) of the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision Unit 1 is hereby modified by substituting a comma for the period at the end of the first paragraph

0 0 7 2 6 4 of Section 2(a) of Article II, and adding the following:

'and two votes appurtenant to each commercial lot', (a lot having the suffix 'C')",

so that the last sentence of the first paragraph of Section

53 9 9 52 14 '77
2(3) of Article II reads as follows:

18831009

BOOK PAGE

There shall be one vote appurtenant to each single family residential lot (a lot having the suffix "R"); eight votes appurtenant to each multi-family lot (a lot with the suffix "M"), and two votes appurtenant to each commercial lot, (a lot having the suffix "C").

"For the purposes of the foregoing, the Parcel designated on Exhibit "C" to the Supplementary Declaration of Covenants as Parcel 1 shall be deemed to be 1 1/4 lots, and there shall be 2 1/2 votes appurtenant to said Parcel 1. The parcel designated on Exhibit "C" to the Supplementary Declaration as Parcel 2 shall be deemed to be 1 commercial lot, and there shall be two votes appurtenant to said parcel 2."

Paragraph 2 of the Supplementary Declaration of Covenants and Restrictions is hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal on the date shown beneath their respective signatures.

Signed, sealed and delivered in the presence of:

PLY-IN SPRUCE CREEK, INC.

[Signature]

By: [Signature]

Paula Stephens

DATE: Nov 5, 1976

[Signature]

[Signature]
CONRAD YELVINGTON

[Signature]

DATE: Nov 29, 1976

[Signature]

[Signature]
JOHN C. HOWINGTON

Raymond L. Kendall

DATE: Dec 28, 1977

18831010

BOOK PAGE

Paul E. Kendall

Helen Howington
HELEN HOWINGTON

William L. Kendall

DATE: 2-22-77

STATE OF GEORGIA
COUNTY OF DeKALB

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared William L. Kendall the President of FLY-IN SPRUCE CREEK, INC., a corporation, the said person being known to me to be the person who executed the above instrument on behalf of said corporation; and he acknowledged that he signed said instrument by authority and on behalf of said corporation and affixed the corporate seal thereon and that he delivered said instrument by authority and on behalf of said corporation and that such acts were done freely and voluntarily and for the uses and purposes in said instrument set forth and that such instrument is the free act and deed of said corporation.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal this 5th day of February A.D. 1976.

John L. ...
Notary Public, State of Georgia at Large

My Commission Expires: February 7, 1977

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared CONRAD YELVINGTON, the said person being known to me to be the person who executed the above instrument and he acknowledged that he signed said instrument and that such acts were done freely and voluntarily and for the uses and purposes set forth in said instrument.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal this 22d day of November A.D. 1976.

Quinn H. Hunt
Notary Public, State of Florida at Large

My Commission Expires: 3-8-80

1883.1011

BOOK PAGE

STATE OF FLORIDA
COUNTY OF

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared JOHN C. HOWINGTON, and HELEN HOWINGTON, the said persons being known to me to be the persons who executed the above instrument and they acknowledged that they signed said instrument and that such acts were done freely and voluntarily and for the uses and purposes set forth in said instrument.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal this 28 day of January A.D. ~~1976~~. 1977

John F. [Signature]
 Notary Public, State of Florida at Large
 My Commission Expires: 1977
 NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES OCT. 24, 1977
 REGISTERED WITH GENERAL REGISTRY UNDER NO. 1000000000

21261555

BOOK PAGE

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
FLY-IN SPRUCE CREEK, INC. SUBDIVISION UNIT I

WHEREAS, on July 9, 1979, certain amendments to the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. were duly adopted; and

WHEREAS, it is necessary that the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc., as recorded in Official Records Book 1739, page 1093, Public Records of Volusia County, Florida, as amended by first amendment thereto, recorded in Official Records Book 1777, page 1094, et seq., (Said Declaration and First Amendment being hereafter referred to as "The Declaration") be consistent with said Articles of Incorporation of Spruce Creek Property Owners' Association, Inc.; and

WHEREAS, at a duly called meeting of the membership of Spruce Creek Property Owners' Association, Inc. held on July 9, 1979, the amendments to the Declaration hereinafter set forth were unanimously approved by the members present, in person and by proxy;

NOW THEREFORE, notice is hereby given of the following amendments to the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc., as recorded in Official Records Book 1739, page 1093, Public Records of Volusia County, Florida, as amended by first amendment thereto, recorded in Official Records Book 1777, page 1094, et seq., to-wit:

1. Article 1, Section 2, Article 2, Section 2(2) and Article 3, Section 2, are each hereby amended by deleting each reference to the date "January 1, 1984" and substituting for each such deleted date "December 31, 1990."
2. Article 1, Section 2, Article 2, Section 1, Article 3, Section 3, and Article 4 are each amended by deleting the name "FISC" wherever the same appears in such articles and sections and in any subparagraphs or subsections thereof, and by substituting for each such deleted name the name "Thompson Properties, Inc. of Florida."

amended

12/31/90
101471

REV 3 13:14 '79

21261566

BOOK PAGE

3. There is hereby added Article 14 to read as follows:

ARTICLE 14

CONTINUITY OF AIRPORT FACILITIES


Except as required by law or governmental regulation, no limitation on the use of the landing strip, runway or taxiway facilities located in Fly-In Spruce Creek, Inc. Subdivision, Unit 1, shall be imposed without an affirmative vote of 90% of the total votes in the entire Association membership, nor shall maintenance and repair of such facilities by the Association be discontinued or suspended without the affirmative vote of 90% of the total votes of the entire Association membership."

IN WITNESS WHEREOF, Spruce Creek Property Owners' Association, Inc. has caused these presents to be executed under seal, this 16th day of November, 1979.

SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

BY: Robert H. Elliott
ROBERT ELLIOTT, PRESIDENT

ATTEST: William Hager
WILLIAM HAGER, SECRETARY

 sworn to and subscribed before me this 16th day of November, 1979.
William Hager
Notary Public, State of Florida
at Large
My Commission Expires: Oct. 30 1981

21261567

BOOK PAGE

CERTIFICATE
AS TO
ARTICLES OF INCORPORATION AND BY-LAWS
OF
SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned, Secretary of Spruce Creek Property Owners' Association, Inc., hereby certifies that the attached documents are true copies of the Articles of Incorporation, as amended to date, of Spruce Creek Property Owners' Association, Inc., and the By-Laws, as amended, now in force for said Association.

WITNESS my hand and the seal of Spruce Creek Property Owners' Association, Inc. this 16th day of December, 1979.

William Hager
William Hager

Sworn to and subscribed before me
this 16th day of December, 1979.

William S. [Signature]
Notary Public, State of Florida at
Large

My Commission Expires: Oct 30, 1981

NOV 30 9 15 AM '79
101472

21261568

BOOK PAGE

State of Florida



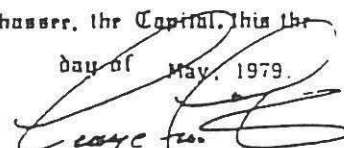
Department of State

I certify that the attached is a true and correct copy of Articles of Incorporation, as amended to date of SPRUCE CREEK PROPERTY OWNER'S ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida, at

Tallahassee, the Capital, this the

23rd day of May, 1979.


Secretary of State

212B 1569

BOOK PAGE

ARTICLES OF INCORPORATION

OF

SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

(A corporation not for profit under the laws of the State of Florida.)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE 1

NAME

The name of the corporation shall be SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "The Association."

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity to carry out and accomplish the purposes described in the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision Unit I, which Declaration is recorded in Volusia County, Florida, and, to undertake such management, maintenance, operation, ownership and other duties with respect to the subdivision described in the above Declaration and to any other land or property which may be submitted to said Declaration in accordance therewith.

2.2 The Association shall make no distributions of income to its members, directors or officers, being conducted as a non-profit organization for the benefit of its members.

FILED
APR 10 10 36 AM '11
VOLUSIA COUNTY
FLORIDA

changed by amendment to reflect correct recording info.

21261570

BOOK PAGE

ARTICLE 3

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article 2 hereof and all of the powers and duties reasonably necessary to carry out the responsibilities and duties conferred upon it by the Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

a) To make and establish reasonable rules and regulations regarding the use of Association common property subject to its jurisdiction;

7 rules common areas

b) To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association.

c) To use the proceeds of assessments in the exercise of its powers and duties.

d) To maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property.

e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

f) To enforce by legal means the provisions of the Declaration of Covenants and Restrictions and any supplemental Declaration, these Articles of Incorporation, the bylaws of the Association which may be hereafter adopted and the rules and regulations governing the use of the Association property.

21261571

BOOK PAGE

g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

h) To contract for the management and operation of portions of the Association property susceptible of separate management or operation, and to lease such portions.

i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants and any Declaration supplementary thereto.

J.3 All funds and the titles of all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration of Covenants and Restrictions, these Articles of Incorporation and the Bylaws.

ARTICLE 4

MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 The membership of the Association shall consist of two classes of members. Class "A" members shall include every person who is a record owner of a fee simple estate, a life estate, an estate pur autre vie, or a fee upon condition, in any

21261572

BOOK PAGE

lot, whether developed or undeveloped, which is subject, by the Declaration of Covenants and Restrictions, or by any supplementary Declaration, to assessment by the Association. Class "B" membership shall consist of fly-in Spruce Creek, Inc., or any successor to whom it may assign its rights as developer, or who may succeed to such rights by operation of law.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Volusia County, Florida, a deed or other instrument establishing a record title to a lot subject to assessment by the Association and the delivery to the Association of a certified copy of such instrument. The owner or owners designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. The funds and assets of the Association belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the members, and for the purposes authorized herein, in the Declaration of Covenants and Restrictions, and in the Bylaws which may be hereafter adopted.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each ~~single~~ family residential lot and eight votes appurtenant to each ~~single~~ family lot. The votes which shall be appurtenant to commercial lots and to any other lots of a character not provided for ~~above~~ shall be as provided for in the Supplementary Declaration submitting said proposition. Anything elsewhere in these Articles to the contrary notwithstanding, an amendment to these Articles specifying such voting right may be made upon the vote of the

VOTES

votes for the unit by the provided in the Supplementary Declaration

21261573

BOOK PAGE

Class "B" member only and without the approval of any Class "A" member.

Votes may be exercised on each lot as may be provided in the Declaration of Covenants and Restrictions and the Bylaws hereafter adopted by the Association.

4.5 The Class B membership shall terminate upon the first to occur of the following events:

a) The transfer other than to a successor developer by Fly-In Spruce Creek, Inc. of title to all lots within the boundaries described on Exhibit "A" to the Declaration of Covenants and Restrictions recorded in the Public Records of Volusia County, Florida, more fully described in the premises hereof; or

b) January 1, 1986; or

c) Such earlier time as Fly-In Spruce Creek, Inc. shall designate by written notice to the Association.

4.6 Until the termination of the Class B membership, the Class "A" membership shall be entitled to vote only on the following:

a) Any proposal to increase the amount of the annual assessment;

b) Any proposal to levy a special assessment;

c) Any proposal of merger, consolidation or dissolution, but this shall not include the right to vote on a submission of additional property by Fly-In Spruce Creek, Inc. pursuant to Article I, Section 2(a) of the Declaration of Covenants and Restrictions;

d) Any proposal not to repair damaged property;

e) Any proposal to amend the Certificate of Incorporation of the Association, except as set forth in the preceding subparagraph 4.4 hereof.

ARTICLE 5

PRINCIPAL OFFICE

The principal office of the Association shall be located at Route 1, Daytona Beach, Florida 32014, but

Termination
of
Class
B

Class B Membership

21261574

BOOK PAGE

the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 6

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than nine (9) directors. The number of members of the Board of Directors shall be as provided from time to time by the Bylaws of the corporation, and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association.

6.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. Notwithstanding the foregoing, the Class "B" member shall have the right to designate and select all of the members of the Board of Directors of the Association until January 30, 1975, and thereafter shall designate a majority of the persons to serve on the Board of Directors until the termination of the Class "B" membership as provided in Article 4 above.

6.3 The election of the first Director to be selected by the Class "A" members shall be held on the second Monday in January of 1975. Such director shall replace John P. Heard, M.D. or his successor. The election by the Class "A" membership of the remaining directors shall be held within sixty (60) days after the termination of the Class "B" membership as provided in Article 4 hereof. The directors named in these Articles shall serve until successor directors are elected by the Class "A" membership, and any vacancies in their number occurring before such election shall be filled by the remaining directors.

21281575

BOOK PAGE

6.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

William C. Slaughter, Jr. 67 Hidden River Road, Rt. 7 Sarasota, Florida 33577	H. E. Cornish 5274 Powers Ferry Road, N.W. Atlanta, Georgia 30304
John P. Heard, M.D. 1750 West Sussex Road, N.E. Atlanta, Georgia 30304	Floyd D. Traver 2972 Mahersham Way, S. W. Atlanta, Georgia 30305

6.5 The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors; but no other officers need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE 7

OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the board of Directors are as follows:

21281576

BOOK PAGE

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

AMENDMENTS

Amendments

Except as otherwise herein provided, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots 25% of the total votes are appurtenant, whether meeting as members or by instrument in writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Directors of the Association for a day no sooner than thirty (30) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in full and in plain language. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If either such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his present address as it appears on the records of

20-60

} written notice

} mail; personal delivery

21281577
BOOK PAGE

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
William C. Slaughter, Jr.	President	67 Hidden River Road, Rt. Sarasota, Florida 33577
M. E. Cornish	Vice President	5274 Powers Ferry Road, N. Atlanta, Georgia 30309
John P. Heard, M.D.	Secretary	1750 West Sussex Road, N.E. Atlanta, Georgia 30306
	Assistant Secretary	
Floyd D. Traver	Treasurer	2972 Habersham Way, N.W. Atlanta, Georgia 30305

ARTICLE 8

INDEMNIFICATION:

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 9

BYLAWS:

The first bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or repealed in the manner provided by the Bylaws.

21281578

BOOK PAGE

the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appertaining to all lots subject to Association assessment.

all lots subject
to assessment

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Volusia County, Florida.

11.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written note is delivered to the Secretary of the Association at or prior to such meeting.

11.4 No amendment shall be made that is in conflict with the Declaration of Covenants and Restrictions or any supplementary Declaration filed pursuant thereto. No amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of Fly-In Spruce Creek, Inc. or a successor developer may be adopted or become effective without the prior written consent of Fly-In Spruce Creek, Inc. or such successor.

ARTICLE 12

SUBSCRIBERS

John P. Heard, M.D.
1750 West Sussex Road, N.E.
Atlanta, Georgia 30304

N. F. Cornish
5274 Powers Ferry Road, N.W.
Atlanta, Georgia 30309

Floyd D. Traver
2972 Wabersham Way, N.W.
Atlanta, Georgia 30305

21281579

BOOK PAGE

ARTICLE XIII

DESIGNATION OF RESIDENT AGENT

The Initial Resident Agent of the Corporation shall be Jay D. Bond, Jr., whose address is 444 Seabreeze Avenue, Daytona Beach, Florida 32018. The Directors may from time to time change the Resident Agent by designation filed in the Office of the Secretary of State.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this the 27 day of August, 1974.

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

STATE OF GEORGIA

COUNTY OF

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared, John P. Heard, M.D., Lloyd D. Traver & W. E. Cornish to be known to me to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to said Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 27 day of August, 1974.

John P. Heard



21261580

BOOK PAGE

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process
for SPROUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC., at
place designated in the Articles of Incorporation of
said corporation, I hereby accept to act in this capacity,
and agree to comply with the provision of said Act relative
to keeping open said office.

DATED this 26th day of August, 1974.

Jay D. Road, Jr.

21261584

BOOK PAGE

CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, under its corporate seal and the hands of its President and Secretary, hereby certifies that:

At a joint meeting of the subscribers and Board of Directors called and held on September 3, 1974, at 10:10 o'clock A.M., the following resolutions were adopted:

RESOLVED, that Section 6.3 of Article 6 of the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. be, and it is, hereby amended by deleting the period at the end of said Section 6.3, and adding thereto the following language:

"If the vacancy occurs in a directorship which the Class "A" members elect, and by the Class "B" member if the vacancy occurs in a directorship which the Class "B" member selects."

RESOLVED, that Section 2.1 of Article 2 of the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. be, and it is, hereby amended by deleting in line 5 of said Section and Article, the words "Book 33, page 103," and inserting in lieu thereof "Book 1739, page 1091."

That all of the subscribers and directors of the Association were present at such meeting and waived on record any lack of formality of notice of said meeting and unanimously approved said Resolutions of Amendment, said meeting being held at 11:10 Spruce Creek Airport, Daytona Beach, Florida.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 10th day of September, 1974.

SPRUCE CREEK PROPERTY OWNERS'
ASSOCIATION, INC.

By: William C. Hamilton

Attest: William C. Hamilton

(Corporate Seal)

FILED
JUL 4 1974
SPRUCE CREEK

21261585

BOOK PAGE

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC.**

SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, under its corporate seal and the hands of its President and Secretary, hereby certifies that:

At a joint meeting of the subscribers and Board of Directors called and held on September 5, 1974, at 10:30 o'clock A.M., the following resolutions were adopted.

RESOLVED, that Section 6.3 of Article 6 of the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. be, and it is, hereby amended by deleting the period at the end of said Section 6.3, and adding thereto the following language:

"If the vacancy occurs in a directorship which the Class "A" members elect, and by the Class "B" member if the vacancy occurs in a directorship which the Class "B" member selects."

RESOLVED, that Section 2.1 of Article 7 of the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. be, and it is, hereby amended by deleting in line 5 of said Section and Article, the words "Book 33, Page 103," and inserting in lieu thereof "Book 1739, page 1093."

That all of the subscribers and directors of the Association were present at such meeting and waived on record any lack of forasisty of notice of said meeting and unanimously approved said Resolutions of Amendment, said meeting being held at 10:30 Spruce Creek Airport, Daytona Beach, Florida.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 5 day of September, 1974.

SPRUCE CREEK PROPERTY OWNERS'
ASSOCIATION, INC.

By: William P. Doughton

Attest: William P. Doughton

(Corporate Seal)

FILED
As a
H
P
S
S
S

21261586

BOOK PAGE

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared WILLIAM C. SLAUGHTER, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of Spruce Creek Property Owners' Association, Inc., and acknowledged to me and before me that he executed the foregoing Certificate of Amendment to the Articles of Incorporation as such President of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this _____ day of September, 1974.

Notary Public
State of Florida at Large

My commission expires:

By _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared John P. Heard and William C. Slaughter, Jr., to me well known, and known to me to be the individual described in and who executed the foregoing instrument as Secretary of Spruce Creek Property Owners' Association, Inc., and acknowledged to me and before me that he executed the foregoing Certificate of Amendment to the Articles of Incorporation as such Secretary of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this _____ day of September, 1974.



Notary Public

My commission expires:

By _____

CERTIFICATE OF AMENDMENT

TO ARTICLES OF INCORPORATION OF
SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, under its corporate seal and the hands of its President and Secretary, hereby certifies that:

At a meeting of the members of the corporation held on July 9, 1979 at 7:00 o'clock P.M., the following resolutions were adopted:

RESOLVED, that Section 4.1 of Article IV of the Articles of Incorporation of Spruce Creek Property owners' Association, Inc., be and it is, hereby amended by deleting the name "Fly-In Spruce Creek, Inc." and substituting therefor the name of "Thompson Properties, Inc. of Florida".

RESOLVED, that Section 4.5(b) of Article IV of the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. be, and it is, hereby amended by deleting "January 1, 1984" and substituting therefor "December 31, 1990".

RESOLVED, that Section 4.5(c) of Article IV of the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. be, and it is, hereby amended by deleting the name "Fly-In Spruce Creek, Inc." and substituting therefor "Thompson Properties, Inc. of Florida".

RESOLVED, that the Articles of Incorporation of Spruce Creek Property Owners' Association, Inc. be, and it is, hereby amended by the addition of an Article XIV which shall contain the following language:

CONTINUITY OF AIRPORT FACILITIES

"Except as required by law or governmental regulation, no limitation on the use of the landing strip, runway or taxiway facilities located in Fly-In Spruce Creek, Inc. Subdivision, Unit One, shall be imposed without an affirmative vote of 90% of the total votes in the entire association membership, nor shall the maintenance and repair of such facilities by the association be discontinued or suspended without the affirmative vote of 90% of the total votes of the entire association membership."

That a requisite number of the members of the association were present at such meeting in person or by proxy, proper notice having been sent in accordance with the Articles of Incorporation and By-Laws of the corporation and the resolutions of amendment stated above were passed by the requisite number of votes, said meeting being held at the Recreation Hall at Pickwick Village, 4500 South Clyde Morris Boulevard, Daytona Beach, Florida.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by its President and its corporate seal to be affixed and attested by the Secretary this 6th day of September, 1979.

SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

By: Robert H. Elliott

Attest: [Signature]

(corporate seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared Robert H. Elliott to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of Spruce Creek Property Owners' Association, Inc., and acknowledged to me and before me that he executed the foregoing Certificate of Amendment to the Articles of Incorporation as such President of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 6th day of September, 1979.

Christine Hansen
Notary Public

My Commission Expires:

State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 7 1983
BONDED THRU GENERAL INS UNDERWRITERS

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared William B. Hager, to me well known, and known to me to be the Secretary of Spruce Creek Property Owners' Association, Inc., and acknowledged to me and before me that he executed the foregoing Certificate of Amendment to the Articles of Incorporation as such Secretary of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

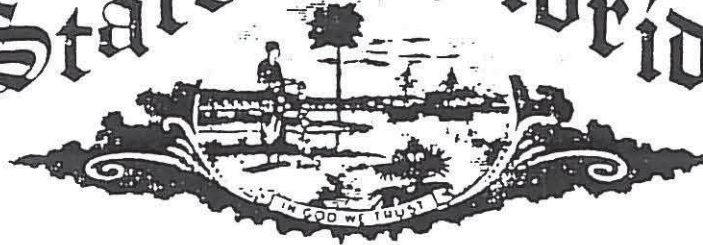
WITNESS my hand and official seal in the State and County aforesaid this 6th day of September, 1979.

Christine Hansen
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 7 1983
BONDED THRU GENERAL INS UNDERWRITERS

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, filed on September 20, 1979, as shown by the records of this office.

The charter number of this corporation is 730672.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of September, 1979.



George Firestone
Secretary of State

25871791

500X 1985
VOLUSIA

0.67759

CERTIFICATE OF AMENDMENT
 TO DECLARATION OF COVENANTS AND RESTRICTIONS FILED FOR RECORD
 FLY-IN SPRUCE CREEK, INC. SUBDIVISION UNIT RECORD VERIFIED
 RECORDED IN OFFICIAL RECORDS BOOK 1739, PAGE 1093;
 TO THE SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
 RECORDED IN OFFICIAL RECORDS BOOK 1824, PAGE 1891;
 TO THE SECOND SUPPLEMENTARY DECLARATION OF
 COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL
 RECORDS BOOK 2302, PAGE 823; TO THE THIRD SUPPLEMENTARY
 DECLARATION OF COVENANTS AND RESTRICTIONS
 RECORDED IN OFFICIAL RECORDS BOOK 2508, PAGE 215;
 AND TO THE BYLAWS OF
 SPRUCE CREEK PROPERTY OWNER'S ASSOCIATION, INC.

Spruce Creek Property Owners' Association, Inc., a Florida corporation not for profit, under its corporate seal and the hands of its President and Secretary, hereby certifies that:

At a meeting of the members of the corporation held on January 9, 1984, at 7:30 o'clock P.M., the following resolutions were adopted:

1. Article VII of the Declaration of Covenants and Restrictions, which has heretofore been rendered null and void by Release and Termination, recorded in Official Records Book 2200, page 475, is hereby amended by deleting that Article VII in its entirety and substituting therefor the following:

"Article VII
 Completion of Construction

Recognizing that it is detrimental to the Spruce Creek community for buildings once started to remain incomplete for an extended period of time, each owner of a lot or parcel designated for use as a single-family detached residence hereby covenants for himself, his successors and assigns to complete the construction of any structure undertaken on said lot within one year from the commencement thereof. For the purposes of this Section, 'commencement of construction' shall mean the digging of footers or the placing of foundation forms in preparation for the pouring of the foundation. Completion of construction shall, as to any residential structure, be evidenced by issuance of a certificate of occupancy, as to any accessory structure shall mean that visible exterior completion including painting or other final finishing such that the building shall appear to be complete to a reasonable observer. Anything hereinabove to the contrary withstanding, the one year limitation as to completion shall not apply to any bank, savings and loan association, or life insurance company which acquires title by foreclosure of a mortgage or deed in lieu of foreclosure; and any purchaser of a lot from such a mortgagee shall have one year from the date of the transfer of title from such mortgagee within which to complete any construction commenced prior to transfer but incomplete at the time of transfer."

The Bylaws of Spruce Creek Property Owners' Association, Inc. are also amended by adding an Article X entitled

25871792

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

"Miscellaneous Restrictions" and by adding the foregoing as Section 10.1.

The foregoing is also incorporated in and shall be a part of the Supplementary Declaration of Covenants and Restrictions, Spruce Creek Subdivision, recorded in Official Records Book 1824, page 1891, and in the Second Supplementary Declaration of Covenants, Spruce Creek Subdivision, Units IIA and IIB, recorded in Official Records Book 2302, page 823.

2. Section 4 of Article V and Section 3 of Article VI of the Declaration of Covenants and Restrictions shall be amended by inserting as the second sentence in each such Section the following:

"No living tree larger than 4" in diameter measured one foot above ground level shall be removed from any lot or parcel without the prior written approval of the Association or its designated representative."; and

Said language shall also be added to the Bylaws as Section 10.2, and shall be incorporated in and shall be a part of the Second Supplementary Declaration of Covenants and Restrictions, Spruce Creek Subdivision, Units IIA and IIB, recorded in Official Records Book 2302, page 823.

3. Section 21 of Article VIA, as set forth in the Supplementary Declaration of Covenants and Restrictions, recorded in Official Records Book 1824, page 1891, et seq., is amended by adding as the first sentence thereof the following:

"No living tree larger than 4" in diameter as measured one foot above ground level shall be removed from any lot or parcel without the prior written approval of the Association or its designated representative."

4. Section 4.1 of Article IV of the Bylaws of Spruce Creek Property Owners Association, Inc., shall be amended by deleting said Section in its entirety and substituting therefor the following:

"4.1. The annual Members' meeting shall be held at such time during the last week in January or the first week in February and at such place within Volusia County as the board of directors shall determine for the purpose of electing directors and transacting any other business authorized to be transacted by the members."

AND

Section 4.3 of Article IV of the Bylaws shall be amended by adding the following as the final sentence of said Section:

"The notice of the annual meeting shall be accompanied by a copy of the minutes of any preceding meetings of the membership not previously approved, and by copies of the year-end financial statement (unaudited) for the preceding

25871702

BOOK
VOLUME

calendar year and of the budget adopted for the current year."

That a quorum of the members of the association were present at such meeting in person or by proxy, proper notice having been sent in accordance with the Articles of Incorporation and Bylaws of the corporation and the resolutions of amendment stated above were passed by the affirmative vote of a majority of the total votes appurtenant to all lots subject to Association assessment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by its President and its corporate seal to be affixed and attested by the Secretary this 1st day of April, 1984.

SPRUCE CREEK PROPERTY OWNERS'
ASSOCIATION, INC.

By: *Gaige Walters*
Gaige Walters, President

Attest: *[Signature]*
Secretary

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared *Gaige Walters*, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of Spruce Creek Property Owners' Association, Inc., and acknowledged to me and before me that he executed the foregoing Certificate of Amendment as such President of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 6th day of April, 1984.

Carley A. Baird
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires December 7, 1987

25871794

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

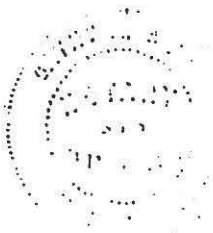
BEFORE ME, the undersigned authority, personally appeared RICHARD LABITZKE, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as Secretary of Spruce Creek Property Owners' Association, Inc., and acknowledged to me and before me that he executed the foregoing Certificate of Amendment as such Secretary of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 6th day of April, 1984.

Patley J. Bair
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires December 7, 1987



20071427

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CERTIFICATE OF AMENDMENT

TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLY-IN
SPRUCE CREEK, INC. SUBDIVISION UNIT I, RECORDED IN OFFICIAL
RECORDS BOOK 1739, PAGE 1093;
TO THE SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 1824,
PAGE 1891;
TO THE SECOND SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 2302,
PAGE 823;
TO THE THIRD SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 2508,
PAGE 215; AND
TO THE BY-LAWS OF SPRUCE CREEK PROPERTY OWNERS ASSOCIATIONS,
INC.

(all recording references are to the Public Records of
Volusia County, Florida)

Spruce Creek Property Owners Association, Inc., a Florida
corporation not for profit, under its corporate seal and hands of its
president and secretary, hereby certifies that:

At a duly called meeting of the members of the Corporation held
on January 24, 1985 at 7:00 P.M., the following amendments were duly
adopted by the affirmative vote of a majority of the total votes
appurtenant to all lots subject to assessment by the Association,

Wit:
1. The first paragraph at the top of page 2 (which appears at
Official Records Book 1739, page 1094) of the Declaration of Covenants
and Restrictions for Fly-In Spruce Creek, Inc. Subdivision Unit I, is
amended to read as follows:

"WHEREAS, FISC has caused to be incorporated under the
laws of the State of Florida a non-profit corporation,
Spruce Creek Property Owners Association, Inc. (hereinafter
referred to as the "Association") which shall have the power
and responsibility to maintain and administer certain
properties and facilities, and which, as a beneficiary of
this Declaration, shall have the power and responsibility to
administer and enforce the provisions of this Declaration
and to collect and disburse the assessments and charges
hereinafter created, and shall have the other powers and
responsibilities set forth in the Association's Certificate
of Incorporation and By-Laws, as amended from time to time;"

2. The second paragraph of Section 2(a) of Article II (which
appears at Official Records Book 1739, page 1096) of the above
described Declaration of Covenants and Restrictions is amended to read
as follows:

"When a lot is jointly owned, such joint owners shall
designate by written certificate filed with the Secretary of
the Association one of their number to cast the vote for
such lot. Such certificate shall be valid until revoked by

subsequent certificate signed by a majority of the owners. Unless otherwise provided in the Declaration of Condominium of any property submitted to condominium ownership, each condominium unit shall be entitled to one vote, which shall be cast in the same manner as the vote appurtenant to a single family lot. Nothing herein is intended to alter the liability of the owners of lots bearing the designation "M" for assessments equal to eight single family assessments. The vote as to any lot owned by a corporation shall be cast by a representative designed in a certificate signed by a corporate officer, which certificate must be filed with the Secretary of the Association."

Wherever Section 2(a) of Article II has been incorporated by reference in a Supplementary Declaration, such Supplementary Declaration shall also be amended to conform to the foregoing.

3. Section 4.4 of Article IV of the By-Laws of Spruce Creek Property Owners Association, Inc., which incorporates Section 2(a) of Article II of the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit I by reference, is amended to conform to the amended Section 2(a).

4. Section 7.2(b) of Article VII of the By-Laws of Spruce Creek Property Owners Association, Inc. (which appears at Official Records Book 2126, Page 1602) is amended to read as follows:

"The depository of the Association shall be such bank or banks, savings and loan associations or other financial institutions or money market accounts as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. No Association funds shall be deposited in any account which is not insured by an agency of the Federal government. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors."

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by its president and its corporate seal to be affixed and attested to by the secretary this 25 day of February, 1985.

Barbara M. Higgins
Jed H. Gam

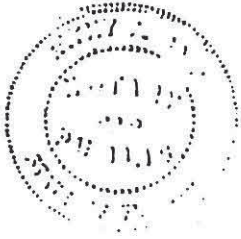
SPRUCE CREEK PROPERTY OWNERS ASSOCIATION, INC.
By: [Signature]
Thomas M. Dunlap, President
Attest: [Signature]
Richard P. Labitzke, Secretary
(CORPORATE SEAL)

26571429

BOOK PAGE
VOLUSIA: MONT
FLOR

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25
day of February, 1985, by Thomas M. Dunlap and
Richard P. Little, President and Secretary,
respectively, of Spruce Creek Property Owners Association, Inc., a
Florida corporation, on behalf of the corporation.



C. G. Bair

Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires December 7, 1987