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BOOK PAGE

SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS
SPRUCE CREEK SUBDIVISION
AS PER MAP IN MAP BOOK 37, PAGE 9-16.

(All references to recording information herein are to the Public Records of Volusia County, Florida)

1. DEFINITIONS. The following terms when used in this Declaration shall have the meanings set forth below:

A. "Developer" shall mean Thompson Properties, Inc. of Florida, a Florida corporation.

B. "The Property" shall mean all property shown on the above referenced plat of Spruce Creek Subdivision except Lots R36 through R43 inclusive.

C. "Excluded Lots" shall mean Lots R36 through R43, inclusive, as shown on the above referenced plat.

D. "Original Declaration" shall mean 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, as amended and supplemented by (a) First Amendment to Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision Unit One recorded in Official Records Book 1777, page 1094; (b) Supplementary Declaration of Covenants and Restrictions of Fly-In Spruce Creek, Inc., recorded in Official Records Book 1824, page 1891, et seq; (c) First Amendment to Supplementary Declaration of Covenants - Fly-In Spruce Creek, recorded in Official Records Book 1883, page 1008, et seq; and (d) Second Amendment to Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision Unit One in Official Records Book 1116, page 1565.

E. "Association" shall mean Spruce Creek Property Owners Association, Inc., a nonprofit Florida corporation.

2. PREMISES. Whereas concurrently with the recording of this Declaration, Developer, as owner of The Property, is recording the plat of Spruce Creek Subdivision;

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Whereas, the Excepted Lots are subject to the terms, provisions, easements, covenants and restrictions of the Original Declaration; and

Whereas, pursuant to the Original Declaration, Developer desires to bring The Property within the scheme of the Original Declaration by the filing of this Supplementary Declaration;

NOW, THEREFORE, Thompson Properties, Inc. of Florida hereby subjects The Property to this Supplementary Declaration, and declares that the Lots and cluster-condo tracts which are a part of The Property shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Supplementary Declaration and to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth. Every grantee of any interest in any lot or condominium unit or cluster unit now or hereafter made subject to this Supplementary 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 persons, and whether or not such persons shall otherwise consent in writing, shall take subject to this Supplementary 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. Membership in Spruce Creek Property Owners Association Inc. All record owners (other than Developer) of a fee simple interest, a life estate, an estate pur outre vie, or a fee upon condition, in any lot (other than an Excepted Lot) shown on the plat of Spruce Creek shall be Class A members of the Association. Likewise, any record owner of any of the above described estates in any

condominium unit or cluster unit hereafter created on any condominium cluster tract shown on the plat of Spruce Creek shall be a Class A member.

Thompson Properties, Inc. of Florida shall be the sole Class B member.

Section 2. Voting Rights. The respective voting rights of the Class A members and the Class B member shall be as set forth in Article II, Section 2 of the Original Declaration.

There shall be one (1) vote appurtenant to each single family lot and one (1) vote appurtenant to each condominium unit or cluster unit hereafter created on any cluster-condo tract shown on the plat of Spruce Creek.

Section 3. Provisions of Original Declaration Incorporated Herein. The provisions of sections 3 and 4 of Article II of the Original Declaration are incorporated herein by reference.

ARTICLE II

ASSOCIATION PROPERTIES

Section 1. Members' Easements of Enjoyment. Every member of the Association (whether such membership shall be pursuant to the Original Declaration or this Supplementary Declaration) shall have the easements of enjoyment described in Section 1 of Article III of the Original Declaration in the Association properties described therein, and, upon completion of construction and installation, in the following, which shall also be deemed to be "Association Properties", to wit: Spruce Creek Boulevard; Spruce Creek Boulevard East; Fly-In Road North; Slow Roll Lane; Country Club Drive; Taxiway Alfa; Tailspin Trail; Taxiway Bravo; Crosscountry Drive; Taxiway Charlie; Chandell Court; and Taxiway Delta.

Easements of access and normal use of all rights of way, taxiways, and runways are reserved for the use of Developers and all owners, lessees, tenants, guests and business

invitees of Developer and Owners, and for municipal and public utilities and communication companies, such as cable TV suppliers.

Section 2. Provisions of Original Declaration Incorporated Herein. All provisions of Sections 2 and 3 of Article III of the Original Declaration are incorporated herein by reference.

ARTICLE III

ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

All terms and provisions of Article IV of the Original Declaration are incorporated herein by reference.

ARTICLE IV

PROTECTIVE COVENANTS - SINGLE-FAMILY RESIDENTIAL LOTS

Each single-family residential lot shall be subject to the covenants and restrictions contained in Sections 1 through 20 and 22 through 25 of Exhibit D1 (recorded in Official Records Book 2096, pages 1598 through 1605 inclusive) to Resolution No. 79-74, an Order Approving Amendments to CDP, recorded in Official Records Book 2096, page 1591, except that there shall be added to Section 7 of said Restrictions the following paragraph, to wit:

"Anything in this Section 7 to the contrary notwithstanding, the height and setback restrictions contained in this Section 7 may be waived by the architectural review committee where such waiver would create or enhance an architectural integrity between several, contiguous lots being developed as a community by one developer."

Said covenants and restrictions shall be covenants running with the land until December 31, 1999.

ARTICLE IV

PROTECTIVE COVENANTS - CLUSTER CONDOMINIUM AREAS

Each cluster-condo tract shall be subject to the covenants and restrictions set forth in Sections 1 through 29

inclusive of Exhibit D1A (recorded in Official Records Book 2096, pages 1606 through 1613 inclusive) to Resolution No. 79-74, an Order Approving Amendments to CDP, as recorded in Official Records Book 2096, page 1591, all of which restrictions and covenants shall be covenants running with the land until December 31, 1999.

IN WITNESS WHEREOF, Thompson Properties, Inc. of Florida has caused these presents to be executed on this 9th day of June, 1980.

Signed, sealed and delivered in the presence of:

Steve Striker

Georgia L. Dean
As to Thompson Properties, Inc. of Florida

THOMPSON PROPERTIES, INC. OF FLORIDA

By: Robert H. Elliott
Robert H. Elliott
Vice President

Attest: William B. Hager
William B. Hager
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT H. ELLIOTT and WILLIAM B. HAGER, well known to me to be the Vice President and Assistant Secretary, respectively, of THOMPSON PROPERTIES, INC. OF FLORIDA, and they severally acknowledged executing the foregoing in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of June, 1980.

Georgia L. Dean
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 10, 1984

*Exhibit Referred
to from Book 2187
PAGE 1410*

PART III - RESTRICTIONS

D - 1

(REVISED APRIL 20, 1979)

RESTRICTIONS FOR SINGLE FAMILY DETACHED AREA

1. Use Limitations. No lot shall be used for any purpose other than 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 thirty-six (36) feet in height, a private garage for not more than three (3) cars, nor less than two (2) cars, and a private hangar or plane port for one airplane. All garages and plane ports located on a single family lot shall be attached to the dwelling structure. No carports shall be permitted.

2. Building Size and Setback. No dwelling or structure of any kind shall be constructed on a site having an area of less than 8,000 square feet and such site shall be not less than 75 feet in width at the front building setback line. No dwelling shall be erected nearer than: (a) 25 feet from the front lot line; (b) 9 feet from any interior side lot line; (c) 25 feet from a side street line; or (d) 30 feet from any rear lot line. The building ground coverage may not exceed 30 percent of the site. 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 in writing by the developer, its successors or assigns, or its designated representative, and such written approval shall be recorded in the Public Records of Volusia County, Florida.

No detached dwelling shall be erected, altered, placed or permitted to remain on any lot which does not have a living area in the main structure, exclusive of open porches, garages and plane ports of at least 1,400 square feet. A minimum ground floor living area or at least 950 square feet shall be required for a dwelling of more than one story.

3. Architectural Review. No building shall be erected, placed, or altered on any building lot 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 the developer, its successors, assigns, or designated representative. In the event Thompson Properties, Inc. (hereafter referred to as the "developer"), its successors assigns, or designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, 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 developer, its successors, assigns, or designated representative, shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the developer, its successors, assigns, or designated representative, shall cease on December 31, 1999.

4. Structural Limitations. No structure of a temporary nature, trailer, basement, tent, shack, garage or other outbuilding shall be erected or maintained on any lot or other property covered by these restrictions at any time, except that developer or its designees may maintain construction sheds or trailers on the premises during periods of actual construction. No building or structure shall be moved onto any lot.

5. Garage or Plane Ports. 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 simul-

taneously with or subsequent to the construction of the dwelling, it shall be of the same kind of materials as the dwelling, it shall be substantial, and it shall conform architecturally to the dwelling. Construction of a garage or plane port shall be subject to the same 30 day notice period and provision for building plan approval contained in paragraph 3 above, and the judgment of the developer, its successors, assigns, or designated representative shall be binding.

6. Lawns and Driveways. All lawns in front of each residence and on the street side of any corner lot shall extend and be maintained to the pavement. No graveled, blacktop or paved parking strips are permitted. All driveways from the lot line to the street pavement shall be blacktop or reinforced concrete with a minimum thickness of four inches and with a smooth trowel or broom finish. Lawn areas on each developed lot shall be immediately seeded or sodded and kept neat and attractive.

7. Walls and Fences. No wall, hedge, fence or other enclosure of any kind shall be constructed, grown, or maintained which is located on any right-of-way.

When surrounding and immediately adjacent to a terrace or patio area and when attached to or adjoining the dwelling house, no wall, hedge, fence or other enclosure of any kind in excess of six feet in height may be constructed, grown or maintained, which is located within the front, side and rear building set-back lines of such lot. This restriction does not apply to completely enclosed screened areas attached to the dwelling house.

No wall, hedge, fence or other enclosure of any kind shall be constructed, grown or maintained which is over a height of four feet where such wall, hedge, fence or other enclosure is located along the side lot line.

No wall, hedge, fence or other enclosure of any kind shall be constructed, grown or maintained which is over a height of five feet where such wall, hedge, fence or other enclosure is located along the back lot line of such lot; nor shall any wall, hedge, fence or other enclosure be constructed, grown or maintained within 20 feet of a lot line abutting the golf course.

8. Waterfront Restrictions. No docks, bulk heads, seawalls, moorings, pilings or other construction shall be erected, placed or kept in or over any lake, canal or waterway located on or adjacent to any lot or on or adjacent to the golf course. No power boats of any kind shall be used or operated on any such lake or waterway. Owners of lots having lake, canal or waterway frontage shall extend their lawn and landscaped areas to water's edge and shall keep and maintain the bank areas in a neat and attractive manner.

9. Antennas. No exposed radio antennas, masts or towers shall be permitted on any lot. Commencing thirty (30) days from the date when connection to a T.V. cable or master T.V. antenna system becomes available, no exposed T.V. antennae shall be permitted on any lot.

10. Easements Reserved. Easements for installation and maintenance of utilities and drainage facilities are dedicated or reserved as shown on the recorded plat.

11. Wells and Water Removal. No wells shall be drilled, dug or installed except by the developer, its successors or assigns. There shall be no devices installed or used for removal or extraction of water from any lake, canal, waterway, or pond.

12. Offensive Uses Prohibited. 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.

13. Animals. 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.

14. Signs. 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.

Signs used by a builder to advertise the property during the construction and sale of a residence are also permitted.

15. Oil and Mineral Rights. 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.

16. Exposed Vehicles. No boat, golf cart, recreational vehicle, commercial truck or other commercial vehicle (except construction equipment during actual construction) shall be kept or parked on any lot or street except in an enclosed garage, provided, however, that aircraft may be tied down in open areas accessible to taxiways. No housetrailer or other similar vehicle (other than construction trailers as permitted above) shall be parked or placed on any lot at any time for any period greater than one day.

17. Trash and Trash Containers. 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 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. All garbage or trash containers, oil tanks and bottled gas tanks on all residence lots must be underground or placed in walled-in areas, and must be hidden from view by a structural wall or fence so that they shall not be visible from the

adjoining properties, the street or the golf course. No swimming pool of a non-permanent nature, nor any "above ground" pool may be placed, maintained or kept on any lot.

18. Firearms. There shall be no discharging of firearms on the premises.

19. Air Traffic. The developer, its successors, assigns, or 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.

20. Maintenance. Nothing shall be done, and no condition shall be allowed to continue which may be or might become a nuisance. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises herein described and said premises shall at all times be kept mowed and clear of debris and vegetation that may be either a health or fire hazard to the area.

In the event that the owners of any lot or lots shall fail or refuse to keep the premises free of weeds, underbrush or refuse, then the developer, its successors or assigns, or its designated representative, may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for such services; and such entry on the part of the developer, its successors or assigns, or its designated representative, shall not be deemed a trespass.

21. Homeowner's Association. An association of property owners, known as The Red Baron Homeowner's Association, has been formed, and the developer, its successors, assigns, or designated representative may transfer to such association authority to enforce and revise these restrictions. No revision of these restrictions shall be made without the approval of 75 percent of the property owners at that time.

The property owner's association may levy a reasonable assessment for maintenance and repair of streets, rights-of-way, taxiways and other common facilities and areas, and any assessment not paid when due, together with all costs of collection, including reasonable attorneys' fees, shall constitute a lien upon the lot for which payment is not timely paid. Said lien shall be effective from the date of filing a notice thereof in the Public Records of Volusia County, Florida.

22. Breach. 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.

23. Covenants Run With the Land. These covenants are to run with the land and shall be binding on all parties hereto, and all parties claiming under them until December 31, 1999.

24. Enforcement. 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 situated in the subdivision or the developer, its successors, assigns, or designee or the property owners association, after giving ten (10) days written notice to such person or persons violating or attempting to violate such covenants, restrictions, agreements or conditions without discontinuance thereof, may commence proceedings at law or in equity to prevent the violating party from so doing and/or to recover damages 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.

25. Severability and Limitation of Paragraph Headings.
Invalidity of any one of these covenants by judgment or by court order shall in no way affect any of the other provisions of these covenants, which shall remain in full force and effect. The paragraph headings shown herein are for reference purposes only and are not intended to limit the paragraph in any manner.

EXHIBIT D-1-A

RESTRICTIONS FOR CLUSTER CONDOMINIUM AREAS

Certain areas on the plat of Spruce Creek Unit 2 are to be developed for condominium or cluster dwellings. These tracts are designated on the plat as tract A, tract B, tract C, tract D, tract E, tract F and tract M, and are hereafter referred to as "Cluster - Condo Tracts." A condominium or cluster group may consist of one or more tracts, and, where necessary or desirable for purposes of administration or maintenance, a condominium or cluster group may be created on a portion of a tract, in which event the perimeter setback shall apply to each portion of the tract.

Each cluster condominium tract shall be improved with several condominium or cluster buildings, with each building containing from one to sixteen dwelling units.

Each owner of a dwelling unit in a condominium or cluster group shall be a member of an association, the membership of which shall be limited to said condominium or cluster group. These associations are hereafter referred to as "Cluster - Condo Associations". Each owner of a dwelling unit shall also be a member of The Red Baron Association (hereafter referred to as the "Association"), the membership of which will include all residents of Spruce Creek Unit 2, and all other Spruce Creek Units hereafter platted.

The Association shall be responsible for the maintenance and upkeep of the private rights-of-way and for the operation, maintenance and upkeep of the drainage system and the water distribution and sewer collection system located on the Cluster - Condo Tract.

Each Cluster - Condo Association shall be responsible for the maintenance and upkeep of all property and improvements

within the tract or tracts which constitute that association's condominium or cluster group except the individual units and except the property and improvements for which the Association is responsible.

In order to assure the orderly development of the Cluster - Condo Tract, each Cluster - Condo Tract on the plat of Fly-In Spruce Creek Unit 2 is hereby declared subject to the following covenants, easements and restrictions, and each subject tract shall be developed, held, used, transferred, sold and conveyed subject to the covenants, easements and restrictions hereinafter set forth, and every grantee of any interest in any tract subject to this Declaration, by acceptance of the deed or other conveyance of such interest, shall be subject to this Declaration and to all terms and conditions hereof.

1. Limitation on Use. No buildings shall be located on any Cluster - Condo Tract other than residential condominiums or residential clusters.

2. Limitation on Height. Such buildings shall be not more than 36 feet in height above the average grade at the foundation wall of such structure.

3. Limitation on Density. The maximum density for any Cluster - Condo Tract shall be five units per acre, and buildings shall contain from one to sixteen dwelling units.

4. Setback Requirements. No portion of any building shall be located closer than twenty-five feet to the perimeter road. No portion of any building shall be located closer than ten feet to any road, common parking area or driveway which is a part of a Cluster - Condo Tract; provided, however, that no setback shall be required for a parking space or spaces which are limited common elements appurtenant to the nearest dwelling unit for that unit's exclusive use.

5. Unit Separations. Cluster or condominium buildings shall be located so that there is a minimum 20 foot separation from all other buildings.

6. Parking and Traffic. Two parking spaces and/or garages of not less than two hundred square feet each shall be provided for each dwelling unit. Traffic lanes in parking areas shall be not less than twenty-four feet in width.

7. Street Width Requirements. Where two-way traffic is to be permitted on rights-of-way within a Cluster - Condo Tract, such rights-of-way shall be paved to a width of at least twenty feet. Where traffic is limited to one way, the right-of-way may have a minimum paving width of twelve feet.

8. Utilities. All utilities shall be located underground.

9. Minimum Square Footage. All dwelling units shall contain at least 750 square feet of floor area.

10. Architectural Review. No building shall be erected, placed or altered on any Cluster - Condo Tract in this subdivision until the building plans, specifications and plot plans 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 Development, and as to location of buildings with respect to topography and finished ground elevation, by the Developer, its successors or assigns or its designated representative. In the event Thompson Properties, Inc. (the Developer) its successors or assigns, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to the Developer, its successors or assigns, or its designated representative; or in any event, if no suit to adjoin 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 Developer, its successors or assigns, or its designated representatives, shall not be entitled to any

compensation for services performed pursuant to this covenant. The powers and duties of the Developer, its successors or assigns, or its designated representative, shall cease on December 31, 1999.

11. Prohibition Against Temporary Structures. No structure of a temporary nature, trailer, basement, tent or shack shall be erected or maintained on any Cluster - Condo Tract or other property within the scope of these restrictions at any time, except that the Developer or its designees may maintain construction sheds or trailers on the premises during periods of actual construction.

12. Wells and Water Removal. No wells shall be drilled, dug or installed except by the developer, its successors or assigns. There shall be no devices installed or used for removal or extraction of water from any lake, canal, waterway, or pond.

13. Fences. No fences, walls or hedges shall be erected or maintained within ten feet of a golf course perimeter.

14. Waterfront Restrictions. No docks, bulkheads, sea walls, moorings, pilings or other construction shall be erected, placed or kept in or over any lake, canal or waterway located on or adjacent to any Cluster - Condo Tract or on or adjacent to the golf course. No power boats of any kind shall be used or operated on any lake or waterway. Where a Cluster - Condo Tract contains lake, canal, or waterway frontage, the Cluster - Condo Association responsible for maintenance of that tract shall extend the lawn and landscaped areas to the waters edge and shall keep and maintain the bank areas neat and attractive.

15. Antennas. There shall be no exposed radio antennas or masts or towers permitted on any Cluster - Condo Tract. Thirty days from and after the date when connection to a T.V. cable or master T.V. antenna system becomes available, no exposed TV antennae shall be permitted on any Cluster - Condo Tract.

16. Easements. A perpetual easement is reserved to the Developer and its successors and to Fly-In Association and their respective designees over and upon each Cluster - Condo Tract for the installation, construction, maintenance, repair and reconstruction of drainage facilities, utilities, and cable TV or master TV transmission and distribution facilities both for the benefit of the Cluster - Condo Tract and for the benefit of other lots and tracts which the Developer or its successor may hereafter develop.

17. No Obnoxious Uses. 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 on any residential Cluster - Condo Tract.

18. Animal Restrictions. 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, and provided they are not kept, bred, or maintained for any commercial purpose.

19. Visible Parking or Storage. With the exception of bicycles and family-type non-commercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. This restriction includes, but is not limited to, golf carts, trucks, motor homes, trailers, boats, racing cars, or commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair, or regular performance of service functions of the tradesman or owners operating same, but such parking must be limited to the actual time during which such services are being performed. The developer may approve a designated area for storage of the aforementioned vehicles, provided such area is appropriately fenced and screened.

20. Trash and Containers. No unused building materials, junk, or rubbish shall be left exposed on any Cluster -

Condo Tract 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 Cluster - Condo Tract, and no portion of any tract shall be used for the open storage of junk or waste material. There shall be no open burning of trash. All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled in areas, and must be hidden from view by a structural wall or fence so that they shall not be visible from the adjoining properties, the street or the golf course. No swimming pool of a non-permanent nature, nor any "above ground" pool may be placed, maintained or kept on any Cluster - Condo Tract.

21. Firearms. There shall be no discharging of firearms on the premises.

22. Air Traffic. The Developer, its successors or assigns, 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.

23. Lot Maintenance. Nothing shall be done, and no condition shall be allowed to continue which may be or might become a nuisance. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises herein described and said premises shall at all times be kept mowed and clear of debris and vegetation that may be either a health or fire hazard to the area.

In the event that the owners of any Cluster - Condo Tract shall fail or refuse to keep the premises free of weeds, underbrush or refuse, then the Developer, its successors

or assigns, or its designated representative, may enter upon said Cluster - Condo Tract and remove such refuse or mow or cut such weeds or underbrush and charge the owners for such services; and such entry on the part of the Developer, its successors or assigns, or its designated representative, shall not be deemed a trespass.

24. Sales and Model Units. Anything herein to the contrary notwithstanding, tract M of the Cluster - Condo Tract may be used for sales office and models by the developer, its successors and assigns.

25. Additional Tracts May Be Added. At any future date the developer may submit additional tracts of land to compliance with these restrictions by filing a document executed with the formality of a deed in the Public Records of Volusia County, Florida, making reference to these restrictions.

26. Waiver. 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.

27. Covenants. These covenants are to run with the land and shall be binding on all parties hereto, and all parties claiming under them until December 31, 1999.

28. Violations. 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 situated in the subdivision or the developer, its successors or assigns, or its designee or the property owners' association, after giving ten (10) days written notice to such person or persons violating or attempting to violate such covenants, restrictions, agreements or conditions

without discontinuance thereof, may commence proceedings at law or in equity to prevent him or them from so doing and/or to recover damages 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.

29. Invalidity and Paragraph Headings. Invalidity of any one of these covenants by judgment or by court order shall in no way affect any of the other provisions of these covenants, which shall remain in full force and effect. The paragraph headings shown herein are for reference purposes only and are not intended to limit the paragraph in any manner.