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THIS INSTRUMENT WAS PREPARED BY
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**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 hereby 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.

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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

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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.

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

- (i) **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

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); on-street 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 lines 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

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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) devised

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 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, an 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 improvement 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

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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 supplemented by this Supplementary Declaration, all terms, provisions and covenants of the Declaration of Covenants and Restrictions

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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 24 day of March, A.D. 1976.

Signed, sealed and delivered in the presence of:

FLY-IN SPRUCE CREEK, INC.

William L. Franke
David J. Hill

By Robert L. Hill

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared David 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 24 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, 1979
Bound by American Pub. & County Co.

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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 33°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.