

PREPARED BY AND RETURN TO:

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RETURN

**FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GRASS ROOTS ESTATES**

THIS FIRST AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRASS ROOTS ESTATES is made and entered into on this 19th day of July, 2010 by GRASS ROOTS ESTATES, LLC (hereinafter referred to as the Declarant.)

WITNESSETH:

WHEREAS, the Declaration of Easements, Covenants, Conditions and Restrictions for Grass Roots Estates was recorded on May 31, 2007, at O.R. book 03441 Pages 2325-2358, Public Records of Lake County, Florida (“the Declaration”);

WHEREAS, the Declaration provides that it may be amended in accordance with the provisions therein; specifically, by an affirmative vote of 75% of the Owners and Association Members as provided for in Article XI, Section 2 of the Declaration; and

WHEREAS, a vote of the Owners and Association Members was taken, consistent with Article XI, Section 2, to consider this First Amendment, and such vote passed unanimously.

NOW THEREFORE, the Declaration is amended as detailed below.

1. Article II is amended to add a new Section 6, which shall read as follows:

Section 6. Access to Aircraft Runway at Grass Roots Airpark

A. The owners of Lots 1 through 12 shall have rights of ingress, egress, and use of the aircraft taxiway across and all taxiway easements within Grass Roots Estates as shown on the attached Exhibit A (Site Plan). Such use is subject to the costs, payments, and limitations contained in this Declaration. It is specifically acknowledged that the aircraft taxiway within Grass Roots Estates consists of easements across lots which are privately owned. These easements are not common areas and are for allowed aircraft use only.

B. The owners of Lots 1 through 12 shall have rights of use of the Grass Roots Airpark runway (“the runway”) and clubhouse (located in Tracts “A” and “B” of the Grass Roots Airpark Residential Subdivision, as described more fully

below) upon execution of, and pursuant to the terms and conditions of, the Runway Use Agreement, a copy of which is attached hereto as Exhibit B.

2. Article II is amended to add a new Section 7, which shall read as follows:

Section 7. Structure of Grass Roots Airpark Ownership and Rights of Use by Owners

A. Structure of Ownership. Grass Roots Airpark Residential Subdivision (“Grass Roots Airpark”) is divided into three tracts and 18 residential lots pursuant to the Master Plan therefore, as described below.

(1) Tract “A,” owned, operated, and maintained by Grass Roots Airpark Properties, Inc. includes rental hangars, open land, guest aircraft parking area, clubhouse and a clubhouse parking, a caretaker’s residence and the private road, Whistling Wire Lane. Owners and the Association have no ownership or rights of use to Tract A except for use of the guest aircraft parking area and the clubhouse, as allowed by the Runway Use Agreement, a copy of which is attached hereto as Exhibit B. Each Owner shall execute a copy of the Runway Use Agreement at the closing of the sale of each individual lot, and the terms and conditions of that Runway Use Agreement shall govern Owner’s use of Tracts “A” and “B.”

(2) Tract “B”, owned by Grass Roots Flyers, LLC, includes a runway, and a 65-foot-wide shoulder/back-taxi area on the east and west side of the runway, as well as the north and south approaches to the runway, as more particularly shown and described on the attached Exhibit A. Tract “B” is managed and maintained by Grass Root Flyers, LLC. Owners are granted use of the runway, subject to the terms and conditions set forth in the Runway Use Agreement and subject to the payment of runway use fees as established in the Runway Use Agreement. Owners and the Association have no ownership rights in the runway, clubhouse, or any property contained in Tracts “A” and “B,” and accrue no rights other than those granted in the Runway Use Agreement. The Runway Use Agreement shall run with the land and remain in effect provided all fees are current and the Owner is not in violation of such Runway Use Agreement. The runway shall remain in perpetuity for the purposes of conducting normal aircraft operations, unless otherwise restricted by governmental authority or Acts of God. Rights of use by Owners shall continue in perpetuity should Tract “B” be sold or otherwise conveyed to a new owner. In the event the owner of Tract “B”, or any future owner, decides to sell Tract “B”, the Grass Roots Airpark Homeowners Association will be granted a 30-day right of first refusal to purchase Tract “B” at the offered price.

(3) Tract “C” includes Grass Roots Road, with an adjacent landscape buffer as well as Lots 1 – 18, as more particularly shown on the attached Exhibit A. The lots are owned and maintained by the individual lot owners. Grass Roots Road and the adjacent landscape buffer are owned

and maintained by the Grass Roots Airpark Homeowners Association. A drainage/utility easement is established on the east 40 feet of each lot.

B. Defined Users of the Runway. Allowed usages and users of the runway, as defined by Lake County Ordinance #2003-38, are as follows:

- (1) All Owners and their immediate family shall have access and use of the runway. Invited guests of the Owners shall have access to and use of the runway.
- (2) Hangar tenants and their invited guests shall have access to and use of the runway.
- (3) Grass Roots Airpark (“the Airpark”) is for private use only and is not open to the general public.
- (4) No charter of for-hire flights shall be conducted at the Airpark.
- (5) No flight training shall be given or provided at the Airpark.
- (6) No non-emergency public use of the Airpark shall be allowed, other than that particularly described herein.
- (7) No brokerage or retail sales of aircraft shall be allowed at the Airpark.
- (8) No commercial sales or repair of aircraft shall be allowed at the Airpark, except minor repairs and maintenance of aircraft based at the Airpark.
- (9) Paving of the grassed runway/airstrip and taxiways is prohibited.

3. **Article V is amended to add a new Section 12, which shall read as follows:**

Section 12. Aircraft Taxiway.

A. Initial Assessments and Maintenance. The cost of construction of the “Phase I” taxiway of Grass Roots Estates, serving Lots 3 through 12, as shown on the attached Exhibit A, shall be paid by the Declarant, and will be maintained by the Declarant until it is operational. The cost of construction of the “Phase II” taxiway, serving Lots 1 and 2, will be divided and paid for equally by the Owners of Lots 1 and 2.

B. Annual Maintenance Assessment. Except as provided above, the cost of maintaining both taxiways shall be split equally by the Owners fronting that taxiway. Taxiway maintenance services shall be contracted to a maintenance contractor or other person or entity chosen by a majority vote of the Board of Directors of the Grass Roots Estates Homeowner’s Association.

C. Special Assessments for Repairs and Capital Improvements. Repairs and maintenance to any taxiway shall be made as necessary and the cost therefore shall be split equally by all Owners fronting that taxiway. Capital improvements to any taxiway, if required, shall be paid for as provided for under Article V, Section 5 of the Declaration.

D. Driveways Crossing the Taxiway. Driveways which cross or traverse the taxiway must be paved as provided in Article VIII, Section 14, herein. The cost of the maintenance of the driveways shall be the responsibility of the Owner(s) whose property is accessed by that driveway.

4. Article VI is amended to add a new Section 8, which shall read as follows:

Section 8. Taxiway Easements.

A. Individual easements shall be established to create an aircraft taxiway in Grass Roots Estates as shown on the Site Plan attached as Exhibit A (“the taxiway easements”). These easements shall be for the use of the Owners of Lots 1 through 12 and their invited guests. The taxiway easements are for aircraft ingress and egress only. The taxiway easements are not for use by automobiles, motorcycles, horses, and the like, except by each Owner within their own lot.

B. Development and use of the taxiway easements shall be in compliance with Lake County P.U.D. Ordinance #2010-36 Grass Roots Estates, LLC PH# 15-10-3, as will be recorded in the Public Records of Lake County, Florida.

C. Development and use of the taxiway easements shall comply with all other conditions referenced in the Declaration and this Amendment to the Declaration.

D. From time to time, general rules may be established by the Board of Directors of the Grass Roots Estates Homeowner’s Association to control aircraft movement in the taxiway easements. Until revoked or amended, the following rules shall apply:

- (1) Taxiways shall remain as turf except where paved driveways cross.
- (2) Taxiing aircraft shall pass on the right side when meeting an oncoming taxiing aircraft.
- (3) No plants, trees, or shrubs may be planted or maintained in the taxiway.
- (4) Aircraft taxi areas shall be used for aircraft operations only. Use for other recreational activities is prohibited. Motor vehicles are prohibited from using the taxiway except when on paved driveways. Pets and minors unaccompanied by a responsible adult are prohibited from use of the taxiway for any purpose.

- (5) No parking of vehicles or aircraft is allowed on the taxiway.
- (6) The taxiway may not be used as a runway for take-off, landing, or any other purpose.
- (7) Any representative of the Declarant and/or maintenance personnel shall have access over the taxiway easements for marketing, construction, repairs, and maintenance purposes.
- (8) Aircraft shall have the right-of-way under all circumstances.
- (9) Any damage caused to the taxiway by any user thereof shall be repaired at that user's expense.

5. Article VIII, Section 2, D., is deleted in its entirety, to be replaced by a new section 2, D., which shall read as follows:

D. Homes and accessory buildings, including hangars, barns and agricultural buildings, must be of conventional construction and in conformance to one of the specific architectural style guidelines. No pre-fabricated structures are allowed.

6. Article VIII, Section 3, B., is deleted in its entirety, to be replaced by a new section 3, B., which shall read as follows:

B. Porches are an important element of each of the architectural styles featured at Grass Roots Estates. Porches are required on the front (street) elevation of all homes on Lots 1, 2, 3, 6, 7, 10, and 12 and must be designed in conformance with the specific architectural style guidelines.

7. Article VIII, Section 3, is amended to add new subsections C. and D., which shall read as follows:

C. Any airplane hangar constructed on any lot is required to be of a distinctly separate massing from the main body massing of the house on that lot, and have a roofline which is distinctly separate from the roofline of the main body of such house. The massing of the hangar and the main body massing of the house must be separated by a minimum of 12 feet. The hangar may be detached from the house or connected to the house, or it may be connected to the house by an add-on roof form. This connector may be an open porch or an enclosed space.

D. Any garage constructed on a lot must satisfy the same massing principles as a hangar, described above; however, a garage may be attached to a hangar and made an integral part of the hangar roofline.

8. Article VIII, Section 6, is amended to add the following additional setbacks:

Hangar setbacks: 30 feet from the taxiway easement if door opens sideways (not facing easement); 60 feet from the taxiway easement if door opens facing

easement; 30 feet from side yards; and 350 feet from Grass Roots Road for Lots 1, 2, 3, 6, 7, 10, 12.

9. The Title of Article VIII, Section 8, is amended as shown below. Additions are indicated in italics.

Section 8. Automobile Garages and Aircraft Hangars.

10. Article VIII, Section 8, D., is deleted in its entirety, to be replaced by a new section 8, D., which shall read as follows:

D. Oversize vehicles (including, but not limited to, boats, campers, trailers, recreational vehicles) shall be parked in carports, garages or side yards. When parked in side yards the side yard setback must be observed and a 6-foot high wall, fence, or landscaped screening enclosure must be installed, if such parking occurs within a 350 foot setback from Grass Roots Road.

11. Article VIII, Section 8, is amended to add the following subsections, which shall read as follows:

H. The State of Florida Building Code (“the code”) currently allows a residential hangar to be a maximum size of 2,000 square feet, which is currently the maximum size allowed on each lot. Should the code be revised to allow a larger residential hangar, or should an Owner build a hangar satisfying the commercial standards for hangars, as well as the setbacks contained herein and in the Declarations, the maximum hangar size shall not exceed 3,200 square feet.

I. Hangars may be open or enclosed. The architectural detailing for all open hangars must satisfy the architectural detailing requirements for porches, and must be complementary to any porch detailing.

J. Hangar doors may not exceed 52 feet in width and/or 15 feet in height.

K. Hangar doors must be paneled, or have a paneled appearance. The panel design should conform to the architectural style and detailing of the house.

L. Living space or guest living space is not permitted inside or above hangars.

M. Hangars may not be taller than 15 feet at the roof bearing height (top of bearing wall).

N. Hangar location shall be behind (west of) the houses on Lots 1, 2, 3, 6, 7, 10, and 12. Hangar location shall be in front of or beside the houses on Lots 4, 5, 8, 9, and 11. Hangar location shall meet the setbacks prescribed in Article VIII, Section 6, herein.

O. Hangar designs and detailing shall be complementary to the house design.

P. No hangar may be constructed prior to construction of the house.

12. Article VIII, Section 9, A., is deleted in its entirety, to be replaced by a new section 9, A., which shall read as follows:

A. Any front porches constructed on Lots 1, 2, 3, 6, 7, 10, and 12 must be open and extend a minimum of 50% of the width of the main body of the house. Areas beyond the 50% open width may be enclosed or screened.

13. Article VIII, Section 13, D., regarding the maximum height of any vertical surface, is deleted in its entirety.

14. Article VIII, Section 14, is amended to add a new subsection E., which shall read as follows:

E. Driveways must be paved/hard surfaced where crossing or traversing the aircraft taxiway. Driveways shall be a minimum of 12 feet wide and a maximum of 20 feet wide where crossing the taxiway, except that the maximum width of the driveway for Lot 11 shall be 15 feet. All driveway surfaces shall be flush with or not more than 2 inches above the adjacent turf taxiway surface.

15. Article VIII, Section 15, A., is deleted in its entirety, to be replaced by a new section 15, A., which shall read as follows:

A. Fences in the front setback area for Lots 1, 2, 3, 6, 7, 10, and 12 shall not exceed 3 feet in height above grade and must be at least 50 percent open. Retaining walls in the front setback areas must not exceed 1 foot in height above grade on the high side. A fence may be installed above the wall to a height of 3 feet above grade. Fences and walls in the side yard and rear yard setback area may be 8 feet in height above grade. Fences and walls may not block the view to or from the front porches.

16. Article VIII, Section 18, is amended to add a new subsection E., which shall read as follows:

E. Fuel Storage: Up to 300 gallons of aviation fuel may be stored in a portable tank approved by all applicable governmental entities. Fixed storage tanks (above ground or in-ground) are prohibited. Retail sale of fuel by Owners is prohibited.

17. Article VIII, Section 19, is deleted in its entirety, to be replaced by a new Section 19, which shall read as follows:

Section 19. Aircraft and Vehicle Parking.

A. Aircraft parking is not required for homeowners. Hangar(s) on the east side of the runway may be rented (if available).

B. Parking or tie down outside of a hangar of inoperable motor vehicles or non-airworthy aircraft is not permitted.

C. Parking is not allowed in the front yards of Lots 1, 2, 3, 6, 7, 10, and 12.

D. Aircraft may not be tied down outside of a hangar on a permanent basis, or for more than seven (7) continuous days.

E. Aircraft may not be parked on or overhanging any runway, taxiway, or drainage areas.

F. Trucks, busses, service vehicles or commercial vehicles shall not be parked or stored on any lot or association common areas for a period of time exceeding twelve (12) hours.

18. Article VIII, Section 21, subsections B. and C., are deleted in their entirety, to be replaced by new subsections B. and C., which shall read as follows:

B. Horses may be housed only on Lots 4, 5, 8, 9 and 11. The maximum number of horses shall be three (3) per lot. Horses are not allowed to be housed on the "front", easterly 660 feet of the lot. Horses shall not be used for commercial purposes.

C. No pets, animals, or livestock, including horses, are allowed on any runway, taxiways, or other aircraft operations areas of Grass Roots Airpark or Grass Roots Estates, except that any animal, under the control of its owner, is allowed to cross the Grass Roots Estates taxiway. The number of dogs and cats or other pets shall be limited to a total of five (5) per lot.

19. Article VIII, Section 24, B., regarding clotheslines, is deleted in its entirety.

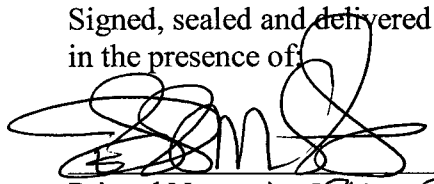
20. Article VIII, Section 28, is amended to add new subsection F., which shall read as follows:

F. All taxiway easements are to remain as turf except where crossed or traversed by a paved driveway. No shrubs or trees are allowed to be planted or maintained in the taxiway. Tree limbs which overhang the taxiway shall be pruned if below 15 feet above ground.


Except to the extent modified herein, all other terms and conditions of the Declaration remain in full force and effect and unchanged.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of


Printed Name: JESSICA S. FLEMING

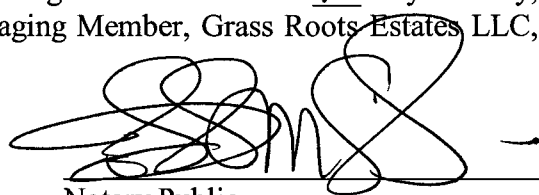
“DECLARANT”

BY 
DAVID CLARENCE GAY
Managing Member
Grass Roots Estates, LLC

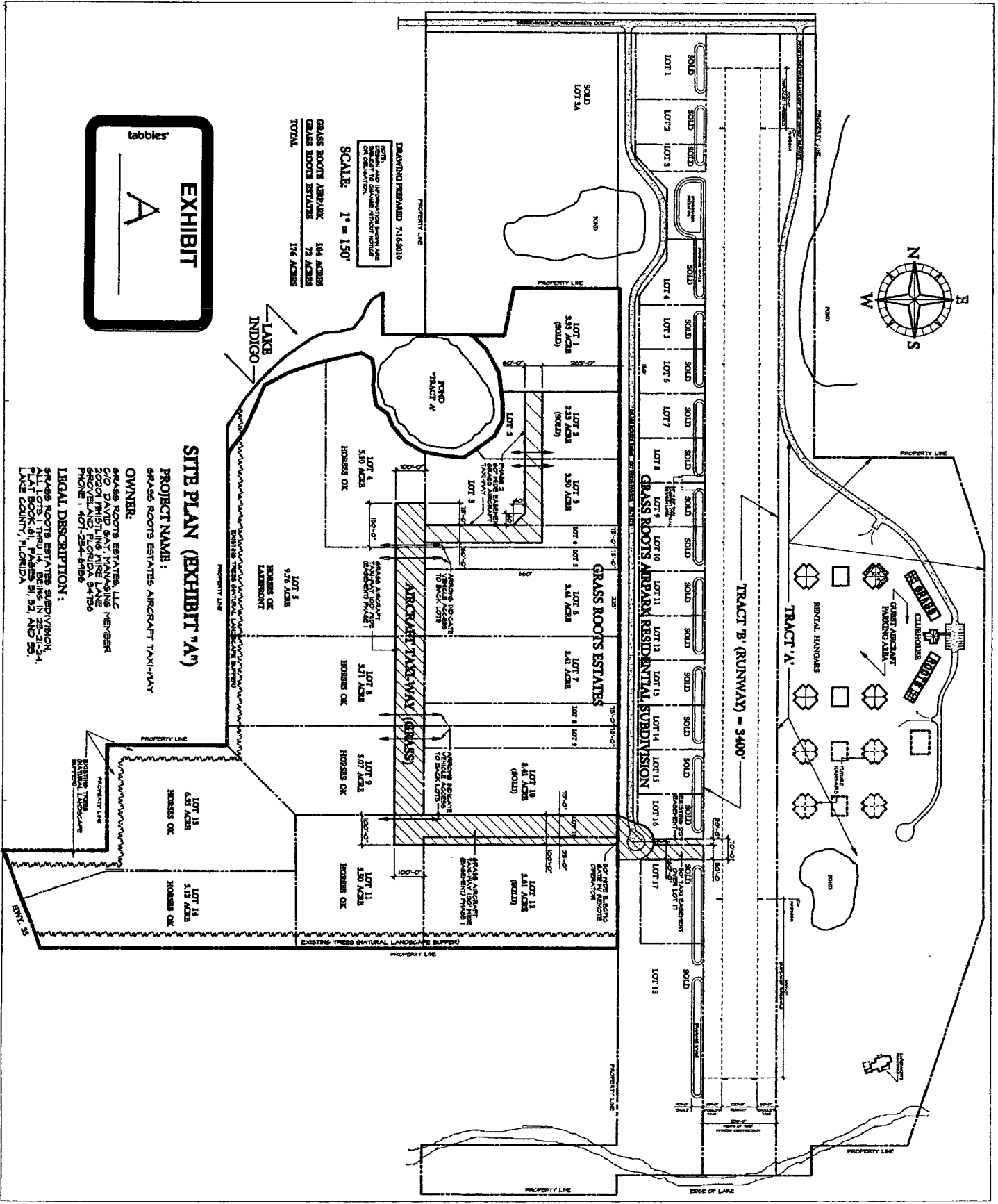

Printed Name: Michelle Mullen Penick

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19th day of July, 2010, by DAVID CLARENCE GAY, as Managing Member, Grass Roots Estates LLC, who is personally known to me.


Notary Public
My Commission expires:





tabbles

EXHIBIT

A

DRAWING PREPARED 7/16/2010

NOTE: THIS DRAWING IS FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT OR A GUARANTEE OF ANY KIND.

SCALE: 1" = 150'

GRASS ROOTS AIRPARK 104 ACRES
 GRASS ROOTS ESTATES 72 ACRES
 TOTAL 176 ACRES

SITE PLAN (EXHIBIT 'A')

PROJECT NAME:
 GRASS ROOTS ESTATES AIRCRAFT TAXIWAY

OWNER:

GRASS ROOTS ESTATES, LLC
 C/O DAVID SAYS MANAGING MEMBER
 20201 WINDING WIRE LANE
 BOVAYLAND, FLORIDA 34796
 PHONE: 407-254-6496

LEGAL DESCRIPTION:

GRASS ROOTS ESTATES AIRCRAFT TAXIWAY, A
 PLAT BOOK 51, PAGES 51, 52, AND 53,
 LAKE COUNTY, FLORIDA

RUNWAY USE AGREEMENT

THIS RUNWAY USE AGREEMENT is made and entered into this _____ day of __-_____, 20 __, between GRASS ROOTS FLYERS, LLC, (hereinafter "Owner" or "Airport Manager") and _____, purchaser of Lot _____ (hereinafter, collectively, "Lot Owner" or "User") at Grass Roots Estates, Lake County, Florida.

The above stated parties do hereby agree as follows:

A. Ownership, and Usage of Runway:

Tract "B", as depicted on the attached Exhibit A, is owned by Grass Roots Flyers, L.L.C. It includes the runway, the east and west 65-foot wide shoulder/back-taxi land adjacent to the runway, and the land on the north and south approach ends of the runway. This tract is managed and maintained by Grass Roots Flyers, L.L.C. Lot Owners are granted use of the runway, subject to the rules and conditions set forth in this Runway Use Agreement and subject to the payment of the runway User fees. Lot Owners, the Grass Roots Airpark Homeowners Association and/or the Grass Roots Estates Homeowners Association are not owners or partial owners of the runway, clubhouse, or any property contained in Tracts "A" or "B", and accrue no legal rights, actual, prescriptive or implied, to such runway, clubhouse, or any property beyond that granted in the Runway Use Agreement.

This Runway Use Agreement shall pass with the title to every lot, provided that all fees are paid current and the Lot Owner is not in violation of its terms and conditions. The runway shall remain in perpetuity, for the purposes of conducting normal aircraft operations, unless the Property or such use is otherwise restricted by government authority or by acts of God. This Runway Use Agreement shall continue in perpetuity should this Tract "B" be sold or otherwise conveyed to a new Owner. In the event that the Owner, or future Owner, should decide to sell Tract "B", the Grass Roots Airpark Homeowners Association will be granted a 30 day first right of refusal to purchase it at the offered price.

B. General:

1. Aviation Activities Clause: All Lot Owners at Grass Roots Estates acknowledge they are aware that this is an airport with rental hangars and is a fly-in community. Purchasers hereby waive any objection to normal aircraft operations. This waiver of objection shall run with the land and be binding on all future Lot Owners.



2. Insurance:

a. Any registered aircraft owner must carry a minimum five hundred thousand dollars (\$500,000.00) liability insurance policy on each airplane. The policy shall remain in force at all times. A copy of the current certificate of the required insurance coverage shall be filed with the Airport Manager at such time as the airplane becomes the property of or is used by the Lot Owner. The certificate shall be updated and filed upon renewal each year. Airplanes being constructed or restored, not operable under their own power (including taxiing), and which are contained within an enclosed hangar, shall be exempt from these insurance requirements.

b. Lot Owners agree to be bound by and to abide by the terms, provisions and limitations of any insurance policies on Tracts "A" or "B," as described above.

C. Rules and Operating Procedures: The rules and operating procedures of the Airpark will be as established by the FAA, FDOT, and/or any other applicable governmental agency, and by the Airport Manager for the purposes of establishing and maintaining safe, predictable, and harmonious use of the Grass Roots Airpark facilities. The Airport Manager may make modifications, deletions, additions or amendments to these restrictions and guidelines. Until otherwise deleted or amended, the following rules apply:

1. All aircraft operations shall be consistent with, and not in violation of, FAA and all other government regulations.
2. Grass Roots Airpark is a private use facility, available for use by hangar tenants, tie down tenants, Lot Owners and invited guests. Invited guests may not use the airstrip on a regular or permanent basis, nor shall they have a standing invitation for usage. Homeowners may not rent or allow usage of their hangar or grounds by non-residents. Residents shall be responsible for the actions of their guests and shall inform their invited guests of the rules and operating procedures. The Airport Manager reserves the right to deny use of the facilities, including the runway, to Lot Owners or their invited guests who do not abide by the rules and operating procedures.
3. Grass Roots Airpark facilities shall be used only for lawful purposes.
4. The Airport Manager reserves the right to establish traffic and safety rules for the handling of aircraft in the traffic pattern and on the ground. Traffic pattern, altitude, and monitoring radio frequency will be determined, and notice of such will be given to all Lot Owners and hangar tenants. These procedures must be followed for all operations.
5. The runway shall be used for daytime V.F.R. operations only.

6. No commercial or business use of the runway or hangars is permitted. The following usages are specifically prohibited by Lake County adopted P.U.D. Ordinance #2003-38:

- No charter or for hire flights.
- No flight training.
- No brokerage or retail sales of aircraft.
- No commercial sales or repair of aircraft, except minor repairs and maintenance by Lot Owners and hangar tenants of their personal aircraft.

7. Aircraft size shall be limited to a maximum of 5,500 pounds gross weight, as designated by the manufacturer. Smaller gross weight aircraft may be disallowed if determined by the Airport Manager to cause damage to the runway due to gear size or other configuration. Larger size aircraft may be allowed, by special approval of the Airport Manager, if determined not to cause damage to the runway.

8. Runway and taxi areas may be used only for normal aircraft operations. Use for other recreational activities is prohibited. Motor vehicles, except for approved maintenance vehicles, are prohibited from using the runway or shoulders. Pets and minors not accompanied by a responsible adult are prohibited from the runway and shoulders at all times.

9. The runway shall not be used by jet or turbine powered aircraft. Runway may not be used to tow gliders or hang gliders. Hot air balloons may not be launched from the runway, taxi shoulders or approach zones, or launched in such a manner so as to cross these areas. Parachuting or skydiving is not permitted. Radio controlled aircraft are allowed, except for on or above the runway or in any areas used by manned aircraft.

10. The Airport Manager reserves the right to temporarily close the runway for maintenance or repairs or if determined unsafe for normal operations.

11. Users and their invitees shall not damage, misuse or abuse airport property in any manner. Further, Users and their invitees shall comply with all reasonable requests of Airport Manager regarding operation and use of the airport facility.

D. Use and Ownership of Clubhouse and Guest Aircraft Parking Area:

1. Tract "A", as depicted on the site plan attached as Exhibit A, is owned and maintained by the Owner/Airport Manager. It includes the rental hangars, open land, guest aircraft parking area, clubhouse and clubhouse parking, caretaker's residence, storm water retention areas, and Whistling Wire Lane. Lot Owners, Grass Roots Airpark Homeowners Association and/or the Grass Roots Estates Homeowners Association have no ownership or rights of use to this land except for use of the guest aircraft parking area and the clubhouse as allowed by this Runway Use Agreement.

2. Lot Owners and their invited guests may use the clubhouse and guest aircraft parking area for gathering and recreational purposes during normal daytime hours of operation, subject to rules as established by the Airport Manager.

3. Parties and fly-ins, which are hosted by a Lot Owner, must be scheduled with the Airport Manager. A cleaning fee may be charged to the host for these events. Private parties, or parties and fly-ins by invitation only, must consider that other users of the facilities will have rights of use during such events.

4. The Airport Manager reserves the right to deny use of these facilities to Lot Owners or their invited guests who do not abide by the rules or who do not respect the airport property or requests of the management.

E. Usage Fees:

1. Each Lot Owner is required to pay a fee for use privileges of the runway and clubhouse. Payment is required regardless of whether the Lot Owner actually uses the facilities.

2. Runway use fees are waived until the Grass Roots Estates "Phase I" taxiway is operational. Runway use fees will be assessed to each Lot Owner for Lots 3 through 12, after the taxiway serving those lots is open for use. Runway use fees will be assessed to each Lot Owner for Lots 1 and 2 after the "Phase II" taxiway serving Lots 1 and 2 is completed. Lots 13 and 14 do not have taxi access to the runway and do not pay these fees. Runway use fees are not assessed on lots which have not been sold by Grass Roots Estates, L.L.C.

3. The purpose of the runway use fee is to cover the costs of maintenance, insurance, property taxes, fertilizing, irrigation, pest control, repairs, rental of maintenance equipment, and other operating expenses associated with Tract "B" (the runway and shoulder/taxi-ways). Also, an expense will be included for use privileges of the clubhouse. A fee of ten percent (10%), as compensation for management duties, will be added to the above total.

4. The runway use fee will be calculated according to the following formula: Actual expenses, as listed in subparagraph 3 above, will be paid $\frac{1}{2}$ by Grass Roots Airpark Properties, Inc. (as Owner of the rental hangars) and $\frac{1}{2}$ divided evenly between all Lot Owners of Grass Roots Airpark Residential Subdivision and all Lot Owners of Lots which have been sold and front on an active taxiway in Grass Roots Estates. An additional amount, established at 20% over and above the above-calculated amount, will be paid by each Lot Owner for use privileges of the clubhouse and guest aircraft parking area.

5. All maintenance equipment is owned and maintained by Grass Roots Airpark Properties, Inc. or Grass Roots Flyers, LLC. A rental fee for this equipment will be charged according to the debt service, maintenance, repairs, and operation expenses of this equipment. Neither the Lot Owners, nor Grass

Roots Airpark Homeowners Association, nor Grass Roots Estates Homeowners Association, have any ownership interests in this equipment or rights of use beyond that stated in the Runway Use Agreement.

F. Enforcement/Suspension/Revocation:

1. Enforcement of this Runway Use Agreement shall be by written notification from the Airport Manager as deemed necessary by Airport Manager; provided, however, that the Airport Manager may enforce this Runway Use Agreement, including but not limited to suspension or revocation of Runway Use Agreement privileges, immediately and without written notice in the event of any violation that jeopardizes or endangers property or persons.

2. Any fees due under this Runway Use Agreement shall be kept current by all Lot Owners, and any late payments shall accrue interest at the rate of 12% annually.

3. This Runway Use Agreement shall run with the land and shall be binding on all successors, assigns, heirs and purchasers of the Lots; provided, however, the privileges remain subject to the terms and conditions of this Runway Use Agreement, including timely payment of all fees due.

IN WITNESS WHEREOF, the Owner and the User(s) have executed this Agreement as of the day and year first above written.

WITNESS:

OWNER:

Signature of Witness #1

Grass Roots Flyers, LLC
By: David Clarence Gay
Managing Member

Print or Type Name

Signature of Witness #2

Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, who is personally known to me or who produced _____ as identification.

Notary Public
My Commission Expires:

WITNESS:

USER:

Signature of Witness #1

Signature

Print or Type Name

Print of Type Name

Signature of Witness #2

Print or Type name

WITNESS:

USER:

Signature of Witness #1

Signature

Print or Type Name

Print of Type Name

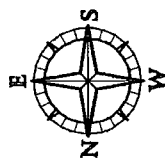
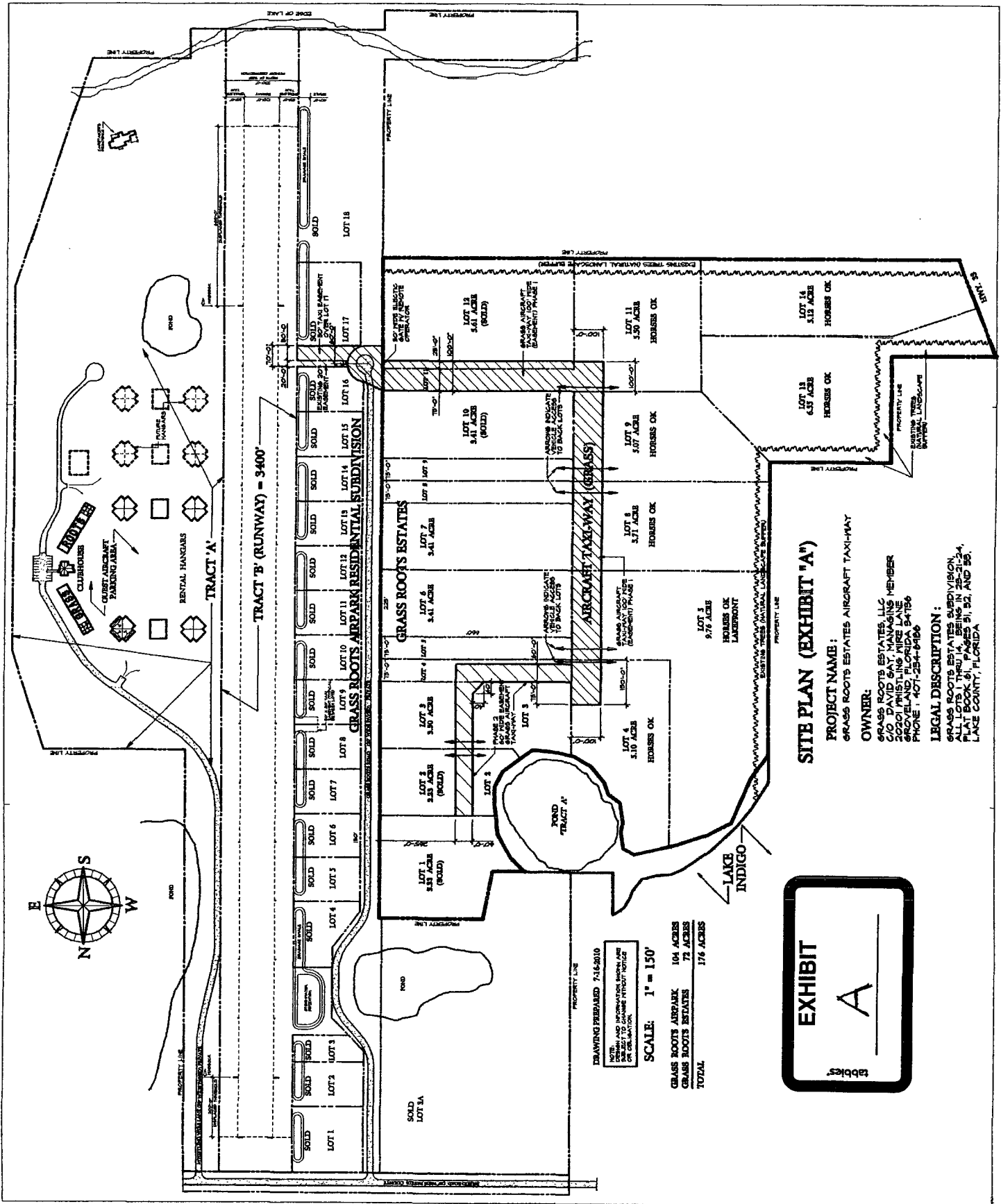
Signature of Witness #2

Print or Type name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, who is(are)
personally known to me or who produced _____ as identification.

Notary Public
My Commission Expires:



TRACT 'B' (RUNWAY) = 3400'

GRASS ROOTS AIRPARK RESIDENTIAL SUBDIVISION

GRASS ROOTS ESTATES

LAKE INDIGO

TRAINING PREPARED 7-16-2010
 NOTE: THIS SITE PLAN IS PREPARED FOR THE
 PURPOSE OF SUBMITTING TO FLORIDA AIRPORT
 AUTHORITY FOR REVIEW AND APPROVAL.

SCALE: 1" = 150'

GRASS ROOTS AIRPARK	104 ACRES
GRASS ROOTS ESTATES	72 ACRES
TOTAL	176 ACRES

SITE PLAN (EXHIBIT 'A')

PROJECT NAME:
 GRASS ROOTS ESTATES AIRCRAFT TAXI-WAY

OWNER:
 GRASS ROOTS ESTATES, LLC
 C/O DAVID SAT, MANAGING MEMBER
 20201 MISTLEING WIRE LAKE
 GROVELAND, FLORIDA 34756
 PHONE: 407-254-8188

LEGAL DESCRIPTION:
 GRASS ROOTS ESTATES SUBDIVISION
 ALL AS SHOWN IN PLAT BOOK 91,
 PLAT BOOK 91, PAGES 31, 32, AND 33,
 LAKE COUNTY, FLORIDA

