

DECLARATION
LEEWARD AIR RANCH UNIT NO. 1
AND LEEWARD AIR RANCH UNIT NO. 2

THIS DECLARATION, made as of this 18th day of June, 1982, by BAHIA OAKS, INC., a Florida Corporation, with its principal place of business in Ocala, Florida and MARION INVESTORS, INC., a Florida corporation with its principal place of business in Ocala, Florida (hereinafter collectively called "Developer").

WITNESSETH:

WHEREAS, BAHIA OAKS, INC. is the owner of certain real estate known as:

LEEWARD AIR RANCH UNIT NO. 1 as per plat thereof recorded in Plat Book V, pages 3 and 4, Public Records of Marion County, Florida.

and MARION INVESTORS, INC. is the owner of certain real estate known as:

LEEWARD AIR RANCH UNIT NO. 2 as per plat thereof recorded in Plat Book V, pages 5 and 6, Public Records of Marion County, Florida

and the Developments include private streets, taxiways, taxiroads, other common areas, and facilities for the benefit of the owners of lots thereof, and Developer desires 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 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 owners of said lots and properties; 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, Developer desires to subject the lands described in Article I, Section 1, hereof, together with such other lands and properties as may hereafter be made subject to this Declaration, to the covenants, easements, agreements, charges and liens hereinafter set forth, each of which is for the protection and benefit of said lands 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

WHEREAS, Developer intends to cause to be incorporated under the laws of the State of Florida a nonprofit corporation, Leeward Air Ranch 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 By-Laws, as amended from time to time;

NOW, THEREFORE, Developer hereby declares that the lands described in Article I, Section 1, hereof, are hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered, subject to this Declaration and to the covenants, easements, agreements, charges and liens (sometimes referred to as the

"covenants") hereinafter set forth; and Developer further hereby declares that such of the property owned by Developer, J.A. Perry or James K. Leeward, 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, 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 lands which are, by the recording of this Declaration, subjected to the covenants, easements, agreements, charges and liens hereinafter 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:

LEEWARD AIR RANCH UNIT NO. 1 as per plat thereof recorded in Plat Book V, pages 3 and 4, Public Records of Marion County, Florida,

LEEWARD AIR RANCH UNIT NO. 2 as per plat thereof recorded in Plat Book V, pages 5 and 6, Public Records of Marion County, Florida.

RECORDED
MARION COUNTY, FLORIDA
APR 13 4 31 PM '07
James K. Leeward

Said lands are hereinafter referred to as the "Property".

Section 2. Additions to the Property. Lands other than the Property may be made subject to this Declaration as follows:

(a) Additions by Developer as a Matter of Right. Until January 1, 2007, Developer shall have the right (exercisable from time to time by filing for record a supplementary declaration or declarations of covenants as described in sub-paragraph (b) of this Section) to bring within the scheme of this Declaration any of the real estate (whether or not now owned by Developer) owned by Developer, J.A. Perry or James K. Leeward provided, however, that Developer 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 Developer elects not to bring said real estate within the scheme of the Declaration, in improving and developing said real estate, Developer shall not be obligated to impose covenants on said real estate the same as or similar to the covenants 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 of 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 (b) of this Section. Developer, or either of them, shall have the right to assign the rights reserved to Developer under this Section 2(a), (b), (c) and (d) to any third party developer or development corporation for the purposes set forth in this Section 2.

(b) Supplementary Declarations. The additions authorized under sub-paragraph (a) of this Section shall be made by filing for record a supplementary declaration of covenants with respect to the property to be brought within the scheme of this Declaration, which supplementary declaration shall extend the scheme of the covenants of this Declaration to such property

and shall subject the owners of such property to the covenants contained therein. Such supplementary declaration may contain such complementary modifications of the covenants 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 hereby made applicable to the Property, except that the submission of additional property will involve changes in voting rights and assessments.

(c) 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.

(d) 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 applicable to the Property and such other properties as may be brought within the scheme of this Declaration pursuant to the provisions of sub-paragraph (a) of this Section, together with the covenants 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 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 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 or entity who is a record owner of 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 Developer, which shall be the sole Class B 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 or entities holding any interest required for membership, as specified in Section 1 of this Article, with the exception of Developer. 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 Developer 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, 2002, 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 Developer 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 for each lot.

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. 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 these 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.

(b) Class B. Developer 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 five (5) votes 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 1 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 By-Laws of the Association, as amended from time to time.

ARTICLE III

PROPERTY RIGHTS IN THE ASSOCIATION PROPERTIS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these covenants 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, taxiroads and taxiways as designated on the plats recorded in Plat Book V, pages 3, 4, 5 and 6 of the Public Records of Marion County, Florida.

The foregoing streets, taxiroads and taxiways together with such other property as Developer 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 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, taxiroads and taxiways and common areas and facilities as designated on the above plat.

Easements of access and normal use of all rights of way taxiroads and taxiways are reserved for the use of Developer and all owners, lessees, tenants, guests and business invitees.

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, Developer may retain the legal title to the Association Properties until such time as the Association, in the sole opinion of Developer, is able to maintain such properties or, if the Association is to be responsible for construction or improvements thereon, until such time as in Developer's opinion the Association is capable of financing and constructing such improvements; provided, however, that such properties shall be conveyed by Developer to the Association not later than January 1, 1997. 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 Developer 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 owned by Developer, J.A. Perry or James K. Leeward including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such right of Developer shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary until such time as Developer no longer owns any lot or other property owned by Developer, J.A. Perry and James K. Leeward 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 Developer 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

(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 By-Laws, 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 Developer to impose reasonable covenants 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 lot shall be \$150.00 per lot per year. The initial assessment shall remain in effect until such time as changed or modified by the Developer or the Association Board of Directors, as applicable. The initial assessments may be utilized for:

(i) Payment of operating expenses of the Association;

(ii) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of traffic control signs and costs of controlling and regulating traffic on the access ways;

(iii) Maintenance, improvement and operation of drainage easements and systems;

(iv) Maintenance, improvement and operation of any private streets or rights-of-way for the benefit of the property and additions to the property;

(v) Management, maintenance, improvement and beautification of lakes, ponds, buffer strips, and recreation areas and facilities and all other common property, and improvements thereon.

(vi) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Association;

(vii) Providing Security Personnel, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(viii) Repayment of deficits previously incurred by the Association, if any, in making capital improvements and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;

(ix) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;

(x) Payment of taxes and insurance on the Association property.

(xi) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the property and additions to the property neat and attractive or to preserve or enhance the value of the property and additions to the property, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners.

(xii) 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, Developer 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. Developer shall not be entitled to reimbursement from the Association for any expenses paid by Developer 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 Developer, 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 lot bears to the total 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 By-Laws 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 18% 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 lots in LEEWARD AIR RANCH UNIT NO. 1 and LEEWARD AIR RANCH UNIT NO. 2 shall be personally liable, jointly and severally, to the Association for the payment of;

(1) 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.

(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 the 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 the Association in enforcing the lien. The lien granted to the 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 18% 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 the Association shall be effective from and after the time of recording in the Public Records of Marion 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 of record at the expenses 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 Marion 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 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 By-Laws 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 By-Laws, 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 VI
DEVELOPERS RIGHTS

The Developer shall have full rights of ingress and egress to and through, over and about the streets, taxiroads, taxiways and common areas, during such period of time as the Developer is engaged in any construction, improvement or sales work on or within the property, the lands owned by Developer, J.A. Perry or James K. Leeward on property adjacent to the property, or on any property within the development area. Developer shall have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development, improvement, or construction. Additionally, Developers rights hereunder shall include, but not be limited to, full rights of access and ingress and egress to, over and about all the common areas of the property, any additions thereto and adjacent to the property, for sale and promotional activity in connection with the development, sale or promotion of the property or any additions thereto. No Owner, his guests, employees or invitees shall in any way interfere with or hamper Developer, its agents, employees, successors or assigns in connection with such construction, development, promotion or sales activities, nor shall normal noise, dust, etc. in connection with development of adjacent properties be deemed to violate any Owners rights to quiet enjoyment.

ARTICLE VII

Section 1. 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 2. Enforcement. Enforcement of the covenants 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 or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of Developer, the Association or any member to enforce any of said covenants or other provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Amendment. The Developer may, in its sole discretion, make modifications, deletions, additions or amendments to this, providing that any such modifications, deletions, or amendments thereto shall not affect the lien of any mortgage then encumbering any of the aforesaid lands.

Section 4. 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15 day of June, 1982, in the State and County aforesaid.

Gladys E. Leggat
Notary Public, State of Florida

My Commission Expires:
April 26, 1986

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared JAMES K. LEWARD and LANDIS V. CURRY, JR., the President and Secretary, respectively, of MARION INVESTORS, INC., a Florida 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 18 day of June, 1982, in the State and County aforesaid.

Gladys E. Leggat
Notary Public, State of Florida

My Commission Expires:
April 26, 1986

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BY *Thomas E. Higgins* D.C.

88-013036

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MARION COUNTY, FL

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FIRST AMENDMENT TO DECLARATION OF
LEEWARD AIR RANCH UNIT NO. 1 AND UNIT NO. 2

BK1487 PG1318

WHEREAS, BAHIA OAKS, INC., a Florida Corporation and MARION INVESTORS, INC., collectively as "Developer", caused to be filed a DECLARATION as recorded in Official Records Book 1115, Pages 0590 through 0602, Inclusive, Public Records of Marion County, Florida; and

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

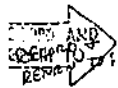
WHEREAS, Developer desires to amend said Declaration, as provided for in Article VII, Section 3 of the DECLARATION.

NOW, THEREFORE, Developer does hereby declare that the Declaration recorded in Official Records Book 1115, Pages 0590 through 0602, inclusive, Public Records of Marion County, Florida, be and the same is hereby amended as follows:

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

2. That wherever in said Declaration provisions are made for additional properties to be subjected by Supplemental Declaration to said Declaration, including but not limited to the provisions of the first paragraph on Page 2 of said Declaration and Article I Section 2 (a), and Article III Section 3 (a), and Article VI of said Declaration, that property owned by the following named persons and entities in addition to those already named in said Declaration may be subjected and added to said Declaration by the filing from time to time of Supplemental Declaration, to-wit:

Bette L. Leeward, Dirk J. Leeward, Kent A. Leeward, Tracy A. Leeward, Chad F. Leeward, or any Trustee or Guardian acting in behalf of any said individual parties and Leeward Development Group, Inc., a Florida corporation.



LEEWARD DEVELOPMENT GROUP, INC.
7801 S.E. 58th AVE.
OCALA, FL 32672

3. That Section 2 (a) of Article I of the Declaration is amended in its entirety and shall be replaced by the following paragraph:

Section 2. Additions to the Property. Lands other than the Property may be made subject to this declaration as follows:

(a) Additions by Developer as a Matter of Right. Developer shall have the right (exercisable from time to time by filing for record a Supplementary Declaration or Declarations of Covenants as described in sub-paragraph (b) of this Section) to bring within the scheme of this Declaration any of the real estate (whether or not now owned by Developer) owned by Developer, J.A. Perry, James K. Leeward, Betta L. Leeward, Dirk J. Leeward, Kent A. Leeward, Tracy A. Leeward, Chad F. Leeward, or any Trustee or Guardian acting in behalf of any of said individual parties and Leeward Development Group, Inc. a Florida corporation, provided, however, that Developer and the other parties named herein shall not be obligated to bring within the scheme of this Declaration, any of the real estate owned by them, and provided further that if developer or the other parties named herein elect not to bring said real estate within the scheme of the Declaration, in improving and developing said real estate, neither Developer nor said named parties shall be obligated to impose covenants on said real estate the same as or similar to the covenants 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 supplemental declaration as described in sub-paragraph (b) of this Section 2. Developer, or either of them, shall have the right to assign the rights reserved to Developer or said named parties under this Section 2 (a), (b), (c) and (d) or to any third party developer or development corporation for the purposes set forth in this Section 2.

4. That Section 2 of Article II of the Declaration is amended in its entirety and shall be replaced by the following paragraph:

Section 2. Voting Rights. The Association shall have two classes of membership:

(a) Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A membership shall be a non-voting membership until such time the Class B membership shall cease. Before such time, Class A members shall be entitled to one (1) vote for each lot in which they hold the interests required for membership by Section 1 on any proposal to change the amount of the annual assessments, on any proposal to levy a special assessment, and on any proposal of merger, consolidation, or dissolution.

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. 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.

(b) Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to five (5) votes for each lot to which it holds record title or as to which it is the Seller under an Agreement for Deed, plus two (2) votes for each entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within the Property (including such property described in any Supplemental Declaration) has been sold or conveyed by the Developer (or its successors or assigns), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

At such time the Class B Member shall cease, Class B membership shall be and become a Class A member, insofar as it may then hold any interest required for membership by Section 1 of this Article.

5. That Article VII of the Declaration is amended in its entirety and shall be replaced by the following paragraphs:

ARTICLE VII
GENERAL PROVISIONS

Section 1. Additional Rules and Regulations. Attached hereto as Schedule A are certain additional rules and regulations of the Association which are incorporated herein by this reference and which, as may the foregoing, may be modified, in whole or in part, at any time by the Developer without the necessity of recording an amendment hereto or thereto in the public records.

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 Developer, or any lot owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

In connection with any litigation including appellate proceedings arising out of the enforcement of this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 4. Amendment. The Developer may, in its sole discretion, make modifications, deletions, additions or amendments to these restrictions applicable to the aforesaid lands, providing that any such additional restrictive covenants or modifications, deletions, or amendments thereto shall not affect the lien of any mortgage then encumbering any of the aforesaid lands.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid. If any portion of this Declaration is declared unconstitutional or if the applicability of this Declaration is held invalid, the validity of the remainder of the Declaration and the applicability of this Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section, or portion of the Declaration shall be held invalid by a court of competent jurisdiction, such portion or word

shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. 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 7. Gender. The masculine gender shall be construed to include a female or a corporation where the context so requires.

Section 8. Definitions. Unless the context otherwise requires, whenever used in this Declaration:

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

(b) "Lot" shall mean any plot of land shown as a numbered parcel on the aforementioned plat of survey or on any plat of survey hereafter recorded if such numbered parcel becomes subject to this Declaration.

(c) "Board" shall mean the Board of Directors of the Association.

6. That the Declaration is amended by the addition of the following Article:

ARTICLE VIII
RESALE AND OCCUPANCY RESTRICTIONS

Section 1. No lot owner may sell or convey his interest in a lot unless an estoppel certificate in recordable form stating that the following conditions have been met shall have been received by the owner:

(a) all sums due the Association or Leeward Air Ranch Airport, Inc., Non-Profit, by that Owner are paid in full.

(b) the Developer or its designated agent has received a membership application from the prospective purchaser and has approved the prospective purchaser for membership.

If all such conditions shall have been met, the Association shall deliver such certificate within ten (10) days of a written request therefor.

Section 2. No lot owner may lease or rent any lot, hangar, or dwelling without the express written permission of the Developer.

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

Signed, sealed and delivered in the presence of:

Dolores E. Immlinger
Barbara A. Allen

(CORPORATE SEAL)

Dolores E. Immlinger
Barbara A. Allen

(CORPORATE SEAL)

LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation

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

BAHIA OAKS, INC., a Florida corporation

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

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared DIRK J. LEEWARD the President of LEEWARD DEVELOPMENT GROUP, INC., a Florida 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 4 day of MARCH, 1988, in the State and County aforesaid.

Barbara A. Allen

Notary Public, State of Florida
My Commission Expires March 10, 1989
Bonded Through Feltz Insurance, Inc.

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared JAMES K. LEEWARD, the President of BAHIA OAKS, INC., a Florida 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 4 day of MARCH, 1988, in the State and County aforesaid.

Barbara A. Allen

Notary Public, State of Florida
My Commission Expires March 10, 1989
Bonded Through Feltz Insurance, Inc.

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SECOND AMENDMENT TO DECLARATION OF
LEEWARD AIR RANCH UNIT NOS. 1, 2, 3, and 4

WHEREAS, BAHIA OAKS, INC., a Florida Corporation and MARION INVESTORS, INC., collectively as "Developer", caused to be filed a DECLARATION as recorded in Official Records Book 1115, Pages 0590 through 0602, inclusive, Public Records of Marion County, Florida; and

WHEREAS, BAHIA OAKS, INC. and LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation, collectively as "Developer", caused to be filed a FIRST AMENDMENT TO DECLARATION as recorded in Official Records Book 1487, Pages 1318 through 1322, inclusive, Public Records of Marion County, Florida; and

WHEREAS, SQUADRON 567 CORP., a Florida corporation, is the non-exclusive Assignee from Developer, and

WHEREAS, Developer desires to amend said Declaration, as provided for in Article VII, Section 3 of the DECLARATION.

NOW, THEREFORE, Developer does hereby declare that the Declaration recorded in Official Records Book 1115, Pages 0590 through 0602, inclusive, with amendments recorded in Official Records Book 1487, Pages 1318 through 1322, inclusive, all in Public Records of Marion County, Florida, be and the same is hereby amended as follows:

1. That SQUADRON 567 CORP., as the non-exclusive Assignee from Developer of all of its rights, title and interest of Developer in and to the subject Declaration and any Supplemental Declaration hereafter filed shall be added wherever Developer appears in said Declaration whether as Developer or otherwise, or in any Supplemental Declaration with all of the rights, duties and powers afforded Developer under said Declaration and any Supplemental Declaration.

2. That the DECLARATION is amended by the addition of the following Article I, Section 2, Paragraph (e):

(e) Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

3. That the DECLARATION is amended by the addition of the following paragraph to the end of Article IV, Paragraph (g):

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the

BY *Sharon E. Higgins*
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maintenance, operation, and repair of the surface water or stormwater management system.

4. That the DECLARATION is amended by the addition of the following Article V, Section 4:

Section 4. Duties of the Association. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit nos. 40-083-0038 and 40-083-0076 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

5. That the DECLARATION is amended by the addition of the following paragraph to the end of Article VII, Section 4:

Any amendment to these restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas must have the prior approval of the St. Johns River Water Management District.

6. That the DECLARATION is amended by the addition of the following Article VII, Section 8, Paragraph (d):

(d) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 11th day of OCTOBER, 1991.

Signed, sealed and delivered in the presence of:

Judith A. Leeward
JUDITH A. LEWARD
Rochelle H. Plisha
ROCHELLE H. PLISHA
(CORPORATE SEAL)

LEEWARD DEVELOPMENT GROUP, INC., a Florida corporation

BY: [Signature]
Dirk J. Leeward, President

Judith A. Leeward
JUDITH A. LEWARD
Rochelle H. Plisha
ROCHELLE H. PLISHA
(CORPORATE SEAL)

BAHIA OAKS, INC., a Florida corporation

BY: [Signature]
James K. Leeward, President

Judith A. Leeward
JUDITH A. LEWARD
Rochelle H. Plisha
ROCHELLE H. PLISHA
(CORPORATE SEAL)

SQUADRON 567 CORP., a Florida corporation

BY: [Signature]
James K. Leeward, President

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared DIRK J. LEWARD the President of LEEWARD DEVELOPMENT GROUP, INC., a Florida 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 11th day of Oct, 1991, in the State and County aforesaid.

Rochelle H. Plisha
ROCHELLE H. PLISHA
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUNE 25, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared JAMES K. LEEWARD, the President of BAHIA OAKS, INC., a Florida 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 11th day of October, 1991, in the State and County aforesaid.

Rochelle H. Pliska
ROCHELLE H. PLISKA, NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUNE 25, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

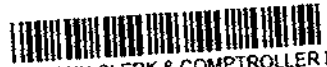
STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public in and for the aforesaid State and County, personally appeared JAMES K. LEEWARD, the President of SQUADRON 567 CORP., a Florida 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 11th day of October, 1991, in the State and County aforesaid.

Rochelle H. Pliska
ROCHELLE H. PLISKA
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUNE 25, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

This Instrument prepared by:
Bahia Oaks, Inc.
7801 S.E. 58th Ave.
Ocala, FL 32671
Dirk J. Leeward



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 05/04/2018 03:34:12 PM
FILE #: 2018043132 OR BK 6760 PGS 732-735
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

Recording Fee: _____

Return this Instrument to:
RAF Group, LLC
P.O. Box 1476
Ocala, FL 34478

**SECOND AMENDMENT TO DECLARATION
LEEWARD AIR RANCH UNIT NO. 1 AND
LEEWARD AIR RANCH UNIT NO. 2**

WHEREAS, RAF GROUP 45, LLC, a Florida limited liability company, as successor developer, the "Developer", under the Declaration for LEEWARD AIR RANCH UNIT NO. 1 and LEEWARD AIR RANCH UNIT NO. 2 dated June 18, 1982, recorded June 18, 1982, in Official Records Book 1115, Page 0590, Public Records of Marion County, Florida, as heretofore amended and supplemented (collectively the "Declaration"); and

WHEREAS, to clarify, the Declaration as amended and supplemented, encumbers Leeward Air Ranch Unit Nos. 1, 2, 3 and 4, Leeward Air Ranch Village Squadrons 5, 6, and 7 and Leeward Air Ranch Squadron 8 ("Leeward Air Ranch"); and

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

NOW, THEREFORE, pursuant to such terms, the Declaration is amended as follows:

1. Article VIII is deleted in its entirety and replaced with the following:

**ARTICLE VIII
RESALE AND OCCUPANCY RESTRICTIONS**

Section 1. Transfer and Re-Sale Approval. No lot owner shall convey an ownership interest in his lot or lots less than which he owns and no lot owner may sell or convey an interest in his lot or lots unless an estoppel in recordable form stating that the following conditions have been met has been issued by the Developer or its assignee or agent:

- (a) The lot owner has paid all sums of money due to the Association and Leeward Air Ranch Airport, Inc. for all lots owned by the lot owner.
- (b) The Developer, its assignee, or its designated agent has received a membership application from the prospective purchaser and has approved the prospective purchaser for membership ("Membership Approval").
- (c) Membership Approval is subject to the following:
 - i. The prospective purchaser meets the current Membership Approval Criteria, which includes, but is not limited to, certain pilot's license and aircraft ownership requirements. Such criteria are available from the Developer or its assignee or

agent. Lot owners must provide a copy of the criteria to any prospective purchaser prior to the time a contract for sale is signed by the prospective purchaser.

- ii. Lots shall not be owned in a trust, partnership, corporate name, or other joint or common ownership for the purpose of sharing the use of the property with someone outside the family of the beneficial owner. The transfer of ownership into a name other than a natural person shall only be permitted with the express written permission of the Developer or its assignee or agent. Additional documentation and affidavits may be required from the transferee and the preparation and review of such shall be at the expense of the lot owner or purchaser. If such transfer is approved, a qualifying person shall be subject to approval of the association and the lot may not be occupied by anyone other than the qualifying person and his immediate family.

Section 2. Occupancy.

- (a) Except for the immediate family of a lot owner, no lot owner shall permit the occupancy of any lot by another person not approved by the Developer or its assignee or agent. Temporary, short-term guests visiting the lot owner are not considered occupants.
- (b) No aircraft shall occupy or be parked or tied down on vacant lots.
- (c) No non-lot owner aircraft shall occupy or be parked or tied down on improved lots except for the aircraft of temporary, short-term guests visiting a lot owner. An aircraft not registered exclusively in the names of Leeward Air Ranch lot owners shall be assumed to be a non-lot owner aircraft. If a lot owner desires to hangar, park, or tie down an aircraft registered to a trust, partnership, company, or corporation on a lot where the principals or shareholders are only Leeward Air Ranch lot owners (and if applicable, their immediate family members), he shall register the aircraft with the Association by providing acceptable documentation and executing an affidavit confirming such ownership.
- (d) No recreational vehicles shall occupy or be parked on vacant lots, utility easements, drainage easements, taxiway easements, wing clearance easement or common area, including, but not limited to drainage retention areas, swales, shoulders, taxiways, roadways.
- (e) No recreational vehicles shall occupy or be parked on improved lots except:
 - i. within a fully enclosed hangar or garage;
 - ii. as previously permitted on a site plan by the Developer; or
 - iii. temporary, short-term guests visiting with a recreational vehicle may occupy said recreational vehicle on an improved lot outside of a hangar or garage but only within the building setback lines.
- (f) A lot that does not contain a home or hangar is still considered a vacant lot even if the lot has been previously split, sold separately, and re-combined into one tax parcel or if multiple lots have been combined into one tax parcel.

Section 3. Leasing No lot owner may loan or lease ("loan or lease" shall mean allowing the use of, or the transfer of any leasehold interest including, but not limited to renting without a formal agreement, with or without remuneration) any lot, dwelling, accessory structure, hangar, parking, tie downs, or other space unless the loan or lease is approved in writing by the Developer or its assignee and meets the following conditions:

- (a) Except as may be permitted below, the user may only be another lot owner in Leeward Air Ranch whose lot has been approved for the construction of a home and hangar by the Developer or its assignee or agent within the last six months, construction is active and continuing in good faith, and the term of the loan or lease does not exceed one year.
- (b) If the main dwelling is leased, it shall only be leased with the entire lot and the lot owner may not occupy the lot or use the runway during the term of the loan or lease.
- (c) Hangar space may be loaned or leased to other lot owner who is occupying his home in Leeward Air Ranch or owners of those lands described in Article I, Section 2(a) that have rights to the use of Leeward Air Ranch Airport. .

Section 4. Occupancy or use of a newly constructed Home or Hangar. Required submittals for the approval of construction of both the home and hangar shall be submitted as part of the same Architectural Review Application. No construction shall commence until such application has been approved by the Developer or its assignee or agent and building permit(s) have been issued by Marion County for both the home and the hangar.

Neither the home or hangar may be occupied nor shall the hangar or garage be used in any manner until:

- (a) Certificate(s) of Occupancy for both the home and hangar have been issued by Marion County; and
 - (b) The lot owner notifies the Developer or its assignee or agent that the construction is complete and that both the home and the hangar have been constructed in conformity with the plans (including, but not limited to site plans, drainage/grading plans, landscape plans, construction plans) and specifications (materials, colors, etc.) submitted to and approved by the Developer or its assignee or agent and the notice has been reviewed and accepted by the Developer or its assignee or agent. Such notice shall be submitted in writing on a form provided by the Developer or its assignee or agent and the submittal shall include a copy of the Certificate(s) of Occupancy.
2. **Severability.** Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid. If any portion of this Amendment is declared unconstitutional or of if the applicability of this Amendment is held invalid, the validity of the remainder of the Declaration and the applicability of the Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section, or portion of this amendment shall be held invalid by a court of competent jurisdictions, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the

validity of the remaining portions thereof.

- 3. **Conflict.** If there is a conflict or inconsistency between the provisions of this Amendment and any other documents, the provisions of this Declaration shall prevail.
- 4. **Defined Terms.** Unless specifically defined herein, all defined terms found in the Declaration shall have the same meaning when used in this Amendment.

IN WITNESS WHEREOF, the undersigned Developer has caused this Amendment to be executed as of the 4th day of May, 2018.

Witnesses:

[Signature]
 Print Name: LAWRENCE C. CALLAWAY III

[Signature]
 Print Name: KATHLEEN A. KELLY

RAF GROUP 45, LLC,
a Florida limited liability company

By: Kent Leeward
 Name: Kent Leeward
 Title: Manager

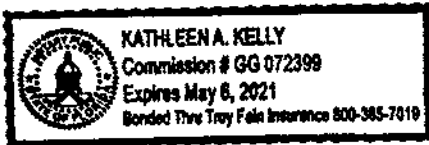
STATE OF FLORIDA
COUNTY OF MARION

4th THE FOREGOING INSTRUMENT was executed and acknowledged before me this day of May, 2018, by KENT LEWARD, as MANAGER of RAF GROUP 45, LLC.

Notary seal/stamp

[Signature]
 Notary Public

Print Name: KATHLEEN A. KELLY
 Personally known: ✓



Prepared by:

Return this Instrument to:
RAF Group 45, LLC
P.O. Box 1476
Ocala, FL 34478

**FOURTH AMENDMENT TO DECLARATION
LEEWARD AIR RANCH UNIT NO. 1 AND
LEEWARD AIR RANCH UNIT NO. 2
(AS AMENDED AND SUPPLEMENTED)**

WHEREAS, RAF GROUP 45, LLC, a Florida limited liability company, as successor developer, the “Developer”, under the Declaration for LEEWARD AIR RANCH UNIT NO. 1 and LEEWARD AIR RANCH UNIT NO. 2 dated June 18, 1982, recorded June 18, 1982, in Official Records Book 1115, Page 0590, Public Records of Marion County, Florida, as heretofore amended and supplemented (collectively the “Declaration”); and

WHEREAS, to clarify, the Declaration as amended and supplemented, encumbers Leeward Air Ranch Unit Nos. 1, 2, 3 and 4, Leeward Air Ranch Village Squadrons 5, 6, and 7 and Leeward Air Ranch Squadron 8 (“Leeward Air Ranch”); and

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

NOW, THEREFORE, pursuant to such terms, the Declaration is amended as follows:

1. Article VIII is amended by adding the following provisions after SECTION 4:

**SECTION 5. OCCUPANCY, LEASING AND TRANSFERS BY PARTIES
RELATED TO DEVELOPER.** A Related Party for the purposes of this section shall be defined as:

1. any natural person (including a family member of such natural person) or entity that owns a beneficial interest in Developer;
2. any entity that is owned, operated, or controlled by the Developer;
3. any entity that owns, operates, or controls the Developer.
4. the Association; or
5. the owner of Leeward Air Ranch Airport.

Notwithstanding any other provision of this Declaration any other declaration, covenant, rule or regulation, a Related Party may occupy, rent, lease, own, purchase or sell a Lot, improved or unimproved, whether or not such Related Party meets the “Membership Approval” criteria contained in this Article.

2. **Severability.** Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid. If any portion of this Amendment is declared unconstitutional or of if the applicability of this Amendment is held invalid, the validity of

the remainder of the Declaration and the applicability of the Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section, or portion of this amendment shall be held invalid by a court of competent jurisdictions, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

- 3. **Conflict.** If there is a conflict or inconsistency between the provisions of this Amendment and any other documents, the provisions of this Declaration shall prevail.
- 4. **Defined Terms.** Unless specifically defined herein, all defined terms found in the Declaration shall have the same meaning when used in this Amendment.

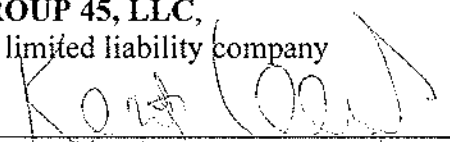
IN WITNESS WHEREOF, the undersigned Developer has caused this Amendment to be executed as of the 22 day of May, 2020.

Witnesses:


Print Name: LAWRENCE C. CALLAWAY III


Print Name: LAURA VAZQUEZ-PAGAN

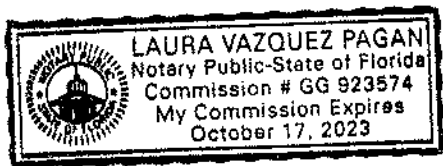
RAF GROUP 45, LLC,
a Florida limited liability company


By: 
Name: Kent Leeward
Title: Mgr

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of May, 2020 by Kent Leeward as Manager for RAF GROUP 45, LLC.

Personally Known OR Produced Identification
Type of Identification Produced D.L.




NOTARY PUBLIC
My Commission Expires:

This instrument was prepared by:

RECORD AND RETURN TO:

Lawrence C. Callaway, III, Esq.

Klein & Klein, LLC

40 SE 11th Avenue

Ocala, Florida 34471

**FIFTH AMENDMENT TO DECLARATION
LEEWARD AIR RANCH UNIT NO. 1 AND
LEEWARD AIR RANCH UNIT NO. 2
(AS AMENDED AND SUPPLEMENTED)**

WHEREAS, RAF GROUP 45, LLC, a Florida limited liability company, as successor developer, the "Developer", under the Declaration for LEEWARD AIR RANCH UNIT NO. 1 and LEEWARD AIR RANCH UNIT NO. 2 dated June 18, 1982, recorded June 18, 1982, in Official Records Book 1115, Page 0590, Public Records of Marion County, Florida, as heretofore amended and supplemented (collectively the "Declaration"); and

WHEREAS, to clarify, the Declaration as amended and supplemented, encumbers Leeward Air Ranch Unit Nos. 1, 2, 3 and 4, Leeward Air Ranch Village Squadrons 5, 6, and 7 and Leeward Air Ranch Squadron 8, and Leeward Air Ranch Estates Lot 1 ("Leeward Air Ranch"); and

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

WHEREAS, Article VII, Section 1 of the Declaration allows for additional rules and regulations without the necessity of recording amendments to them in the public records, but the Developer wishes to record the Membership Approval Criteria and the Residential Lot Stormwater Management Policy.

NOW, THEREFORE, pursuant to such terms, the following is hereby added to the current rules and regulations of the Association as set forth in Schedule A of the Declaration as follows (all other rules and regulations remain unrecorded and available from the Association):

1. Membership Approval Criteria

All purchasers of property in Leeward Air Ranch are required to be members of Leeward Air Ranch Property Owners' Association, Inc. Consideration for membership requires, among other things, that you are an "Active Pilot" and own a "Qualifying Aircraft",

For you to be considered an "Active Pilot", you must hold an FAA issued:

1. Airman Certificate (a student pilot certificate does not qualify); and
2. Medical Certificate unless a current medical certificate is not required because your Qualifying Aircraft is a Light Sport Aircraft and you meet light sport pilot requirements, or your Qualifying Aircraft meets the BasicMed aircraft requirements and you meet the BasicMed pilot requirements.
3. Have a current Flight Review

For your aircraft to be considered a "Qualifying Aircraft":

1. You must currently have an Airman Certificate and rating that allows you to legally fly the aircraft.
2. The aircraft must meet the following requirements:
 - a. Is an airplane, glider, or helicopter and Leeward Air Ranch Airport ("Airport") determines that the aircraft is not likely to damage the runway or cause other detrimental issues for the airport.

Please be aware that helicopters must be towed to and from the runway unless Airport Rules and Regulations allow otherwise. See the Airport Rules and Regulations for more details. Leeward Air Ranch Airport doesn't permit the operation of ultralights, jetpacks, hang gliders/parachutes (powered or unpowered), un-manned aircraft/drones, balloons, etc. and they are not a "Qualifying Aircraft".

- b. Has a current FAA issued Airworthiness Certificate and Registration, and an Annual or Condition Inspection as applicable or is an Amateur Built aircraft under construction by the owner and is in possession of the engine and substantially all of the parts required to build the fuselage, engine, and wing components.
 - c. Is registered with the FAA and owned in your personal name with no co-owners or fractional owners other than your immediate family members.

The following exception to 2.c. applies:

The prospective purchaser of property may use an aircraft registered in a trust, partnership, company, or corporation (Entity) as their Qualifying Aircraft as long as:

- there are no other principals, partners, shareholders, or beneficiaries of the Entity other than the prospective purchaser of property (and if applicable, their family members);
- they provide to the Association, the aircraft registration information and documentation (acceptable to Association) identifying all owners, principals, partners, shareholders, beneficial owners or beneficiaries of the Entity;
- they execute an affidavit (provided by Association) confirming such ownership and reimburses the Association for any legal fees incurred by the Association for the drafting, editing and/or reviewing the affidavit; and
- the aircraft won't be used for flight instruction or rental (other than to Association members and their families).

3. You must provide proof of ownership and registration in the following ways:
 - a. Verify that the registration is visible in the FAA online registry; or
 - b. If you are in the process of purchasing an aircraft, or modifying the ownership so it will be considered a Qualifying Aircraft and it is anticipated that the closing of the property purchase will be sooner than it may take to visibly show your aircraft ownership status in the FAA online registry, the following option is available:
 - i. Provide us a copy of the bill of sale and pictures of the aircraft.
 - ii. Request the Association approve your application subject to registration of your Qualifying Aircraft. If such approval is granted, then:

1. Transfer your title through an aircraft title company that will present your transfer to the FAA. The FAA will then date/time stamp the Bill of Sale for the title company.
2. Have the title company email the date/time stamped documents directly to the Association.

The Association does not require any particular title company, but other members in the same situation have had success with King Aircraft Title (405-376-5055) which will process your title transfer (including presenting to the FAA) for \$60.

3. The Association will verify the documents with the title company and other sources.

If you or your aircraft do not meet all of the above requirements, you may request a variance as part of your application and the Association may grant a variance in its sole and absolute discretion.

You are required to submit the following items as part of your application:

1. An original signed application
2. Copies of the following documents or endorsements as applicable (affidavits must have original signature):
 - a. Airmen Certificate and State issued driver's license
 - b. Valid Medical Certificate
 - c. Light Sport Affidavit
 - d. BasicMed affidavit plus BasicMed Section 3 of the Comprehensive Medical Examination Checklist
 - e. Flight Review
 - f. Aircraft Registration, Bill of Sale, and Entity Ownership Affidavit
 - g. Airworthiness Certificate
 - h. Annual Inspection or Condition Inspection
 - i. Variance Request
3. Current photo of your Qualifying Aircraft
4. Any other information to support your application

In addition to the above requirements, information from the application, along with information from public/court records and other sources are reviewed to ascertain, among other things, the prospective members interest and involvement in aviation and to determine if the pilot will likely be engaged in activities which will actively foster the common aviation interests of all owners in the development.

2. Residential Lot Stormwater Management Policy

Each residential lot in the following Units or Squadrons is allowed the following impervious area credit under currently approved drainage plans:

Units 1, 2, 3, and 4 6,000 sf credit

Squadrons 5, 6, 7, and 8 15% of gross lot area. (i.e. 43,560 sf [1-acre] x 15% = 6,534 sf credit)

If the proposed total impervious area will exceed the allowed amount of impervious credit, the lot owner must mitigate for the excess.

Before adding any impervious area or altering the existing topography or drainage, a site/drainage plan prepared by Florida Professional Engineer with experience in stormwater design is required to be submitted and approved by the Association. We suggest you meet with Association management for a preliminarily conceptual review before hiring your engineer. This is in addition to any required governmental approvals.

Procedures for Association Review and Approval:

- Preliminary conceptual review with Management.
 - Submit a completed Architectural Review Application along with an engineered site/drainage plan and calculations detailing how the stormwater will be controlled and/or mitigated.
 - If the proposed total impervious area will exceed 9,000 sq. ft. or 35% of the site, apply for a Waiver of Major Site Plan with Marion County Development Review. Please provide a copy of the waiver application (and any associated documents) to the Association five business days prior to application with the County to avoid any misunderstanding or extra expense.
 - Upon approval by Marion County, provide a copy of the Waiver of Major Site Plan approval letter to the Association. If the approval is "subject to" Marion County receiving further documentation, provide written verification from Marion County that you have satisfactorily complied with the "subject to" requirements.
 - After all required documents have been submitted the Association, the Board will review for approval.
 - Once construction is completed, either a licensed Florida Professional Engineer or a Florida licensed Land Surveyor must submit a signed and sealed as-built plan that states the volumes of any retention used as mitigation are at or above the volume required by the engineered drainage plan.
3. **Severability.** Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid. If any portion of this Amendment is declared unconstitutional or if the applicability of this Amendment is held invalid, the validity of the remainder of the Declaration and the applicability of the Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section, or portion of this amendment shall be held invalid by a court of competent jurisdictions, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.
4. **Conflict.** If there is a conflict or inconsistency between the provisions of this Amendment and any other provisions in the Declaration, the provisions of this Amendment shall prevail.

5. **Defined Terms.** Unless specifically defined herein, all defined terms found in the Declaration shall have the same meaning when used in this Amendment

IN WITNESS WHEREOF the undersigned Developer has caused this Amendment to be executed as of the 6th day of November, 2020.

Witnesses:

[Signature]
Print Name: LAWRENCE C. CALLAWAY III

[Signature]
Print Name: KATHLEEN A. KELLY

RAF GROUP 45, LLC,
a Florida limited liability company

By: [Signature]
Name: Kent Leeward
Title: Mgr

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of Nov, 2020, by Kent Leeward as Manager of RAF GROUP 45, LLC.

Personally Known OR Produced Identification

Type of Identification Produced _____

[Signature]

NOTARY PUBLIC
My Commission Expires:

