

Prepared by:  
Lawrence C. Callaway, III, Esq.  
Klein & Klein, LLC  
40 SE 11<sup>th</sup> Avenue  
Ocala, Florida 34471

**AMENDMENT TO AMENDED DECLARATION  
OF COVENANTS AND CONDITIONS – SHADY AIRPORT**

**THE UNDERSIGNED**, being the owners of the lineal runway footage required under Paragraph 32 of the **Amended Declaration of Covenants and Conditions – Shady Airport**, originally recorded December 3, 1986, in Official Records Book 1390, Page 1202 of the Public Records of Marion County, Florida (the “Declaration”), hereby amend the Declaration to read as follows:

1. The real property involved is hereby described in EXHIBIT “A” attached hereto.
2. No lot shall be used for any purpose other than single family residential purposes, or for the location thereon of airport hangars in accordance with the later provisions of these restrictions. No residences constructed on any lot shall be other than permanent.
3. Any re-subdivision of a lot shall be accomplished in accordance with all applicable county rules and regulations.
4. No residence shall be constructed upon any lot having less than one thousand six hundred (1,600) square feet of heated living area, exclusive of porches, garages, automobile shelters and airplane hangars with the exception of guest homes or apartments located within the walls of a hanger.
5. No building or any part thereof, including garages, porches, or airplane hangars shall be erected on any lot closer than one hundred feet (100’) from the runway line, or closer than twenty five feet (25’) from any property lot line. However, where a single building is constructed on two (2) or more adjoining lots, the side, front and rear lots shall refer only to the lot lines bordering an adjoining property owner. There shall be no more than two (2) hangers per lot.
6. No lot shall be used for any commercial purposes other than in-home type businesses.
7. No commercial sale of gas or aviation fuel shall be allowed upon any lot.
8. All owners shall recognize the runway easement as a hazardous area and shall take all precautions to restrict their children or the children of their guests to their property by taking whatever precautions as may be reasonable and necessary including the construction of a three or four board ranch style fence. It shall further be understood that the responsibility for

keeping children, guests, animals or any other obstructions clear of the runway area shall be borne by the lot owner. Horses and pets shall be haltered or leashed as appropriate in proximity to the runway easement.

9. The erection of signs by individual lot owners is expressly prohibited, except that a lot owner may display on the owner's property a name and address sign referring to the premises upon which displayed. This restriction shall not, however, prohibit the placement of "For Sale" or "For Rent" signs, provided that such signs shall not have a square footage of greater than twelve (12) square feet.

10. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to any adjoining lot owner.

11. No owner shall dump trash, cans or garbage on any lot, and each lot owner shall maintain each lot in a clean and sightly condition. All garbage or trash must be maintained in closed containers.

12. All structures located upon lots must be permanent structures, and no mobile homes or modular homes shall be constructed or placed upon any lot.

13. No structure may be moved upon any lot or tract, and construction of any structure upon any lot must be completed within one (1) year from the date construction has commenced.

14. In order to maintain the airstrip, each owner is subjected to an assessment which shall be secured by a lien in favor of SHADY INTERNATIONAL AIRPORT, INC., which shall operate and manage the airstrip. Such assessment shall consist of a proportionate share of insurance, taxes, maintenance and the operation expenses of the runway. Such liens may be recorded after thirty (30) days from the date such assessment becomes due and may be foreclosed in the same manner as a mortgage. Assessments not paid within thirty (30) days after they become due shall bear interest at the highest legal rate and may be subject to late fees determined in accordance with the By-Laws of SHADY INTERNATIONAL AIRPORT, INC. SHADY INTERNATIONAL AIRPORT, INC., shall be entitled to recover reasonable attorneys fees and costs incurred in connection with any efforts to collect. The lien in favor of SHADY INTERNATIONAL AIRPORT, INC., shall secure interest, late charges and attorneys fees which may be due under this Paragraph as well as unpaid assessments.

15. All lot owners agree to be bound by and to abide by the terms of any and all provisions of any insurance policies upon the common taxi-ways, easements, runways and other common areas. The runway facilities shall be used only by lot owners or their invited guests.

16. SHADY INTERNATIONAL AIRPORT, INC. and the subdivision owners agree that SHADY INTERNATIONAL AIRPORT, INC. reserves the right to make any restrictions relative to the health and safety of the airport users and it shall be understood that all applicable county, state and federal regulations in force shall be adhered to.

17. No wires, antenna aerals, equipment or building shall be installed upon the exterior of any building at a height of more than fifty feet (50') from ground level within two hundred fifty (250') feet of the runway.

18. No aircraft or motor vehicles shall be parked on any of the common taxi-ways or runway. No motor vehicles shall be operated on the runway area.

19. An owner or the lessee of an owner may base aircraft on any lot.

20. Lot owners or lessees shall have the right to tie an aircraft owned by them outside of a hangar if it is "in current license". Failure to keep such outside aircraft in current license shall constitute a nuisance which may be abated by removal of the aircraft at the cost of the owner.

21. No junk motor vehicles or other motor vehicles without a current license tag shall be permitted, and failure to comply with this paragraph shall constitute a nuisance which may be abated by the removal of the vehicle at the cost of the owner.

22. It is the intent of the lot owners that this shall be a residential community and that no hangars or residences shall be constructed that do not conform to the standards established in the community both in terms of design, strength and type of construction.

23. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner. Failure to comply with this paragraph shall constitute a nuisance which may be abated by any of the remedies otherwise set out herein.

24. Flight instruction shall be permitted on the runway facilities only for lot owners or lessees and members of their immediate families. No touch and go's. Visiting aircraft are limited to three (3) repetitive take offs and full stop landings.

25. SHADY INTERNATIONAL AIRPORT, INC. is to control the use of the runways and may prohibit the use of the runway by any aircraft that may be deemed unsafe to either the life or health of any person or the condition and maintenance of the field by virtue of its size, design, state of repair or manner of operation.

26. These restrictions shall run with the title to the land regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed and shall be binding upon the owners and all persons claiming under them and are for the benefit of all the owners of land in the subdivision of which this land is a parcel.

27. Invalidation of any restriction herein set forth by order of any Court shall in no way affect any other restriction but all other restrictions shall remain in full force and effect.

28. In the event any person claiming under owner shall violate or attempt to violate any restriction contained herein, any owner of a lot within the property encumbered by these restrictions may have the right to recover damages at law for such violation in equity, and in either event the said violators or any person claiming under him, shall pay all the costs of such proceedings, including reasonable attorney's fees for the Plaintiff's attorney.

29. These restrictions shall continue in full force and effect until the airport runway to which the restricted real property is adjacent shall permanently cease to be used as an airport runway.

30. Ownership of land contiguous to SHADY INTERNATIONAL AIRPORT (except that property which is contiguous to the east one thousand four hundred seventy-three feet (1,473') of the South boundary of the runway) shall have the use of the runway designated as SHADY INTERNATIONAL AIRPORT, so long as said property owners are in full compliance with these restrictions.

31. It shall be the duty and obligation of all owners to promote the SHADY INTERNATIONAL AIRPORT community as the private airport community for which it was conceived and developed. This includes refraining from any actions that might negatively impact SHADY INTERNATIONAL AIRPORT as an airport community. In addition, during any airport property transactions, full disclosure is required regarding restrictions, rules and regulations and assessments affecting the community.

32. Lessees may base aircraft within the SHADY INTERNATIONAL AIRPORT community only after signing and filing a release of liability with the Airport Manager. It shall be the owner's responsibility to ensure that his or her lessee complies with all stipulations outlined in the release of liability, which shall include:

- A. Following all SHADY INTERNATIONAL AIRPORT published rules and regulations and FAR's;
- B. Operating aircraft in a safe manner;
- C. Proper maintenance and annual certification;
- D. Current medical and BFR;
- E. Acceptable liability insurance on their aircraft.

33. Owners shall keep their lots adequately and regularly mowed and trimmed. Grass and weeds shall never exceed one foot in height. Each owner is required to personally or contractually mow his or her lot a minimum of three times a year. Non-compliance with the foregoing may result in the owner being subject to all costs incurred (including reasonable attorneys' fees and costs) by SHADY INTERNATIONAL AIRPORT, INC. to properly maintain the lot. All such expenses shall bear interest at the highest legal rate from the date incurred and

shall be secured by a lien against the owner's lot which may be foreclosed in the same manner as a mortgage.

34. Owners shall maintain their fences in "intact" condition, to include being in both functional and aesthetically pleasing state of repair.

35. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein, may be waived, terminated or modified with the affirmative vote the owners of fifty-one (51) percent of the voting interests in SHADY INTERNATIONAL AIRPORT, INC. No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the Office of the Clerk of the Circuit Court for the County of Marion, State of Florida.

**IN WITNESS WHEREOF**, the undersigned have caused this Amendment to be executed as of the day and year following their respective signatures, to be effective as of the date and year of recording in the Public records of Marion County, Florida.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Parcel No. 35610-003-00

Signed, sealed and delivered in the presence of

Witness Signature  
Print Name: STEPHEN R. MUNROE

Witness Signature  
Print Name: ULLI MUNROE

Witness Signature  
Print Name: STEPHEN R. MUNROE

Witness Signature  
Print Name: ULLI MUNROE

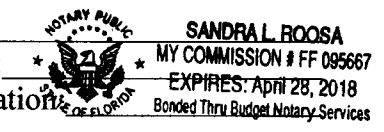
John W. Simmons  
Name: JOHN W. SIMMONS  
Address: 3320 SW 85<sup>th</sup> Street  
Ocala, FL 34476  
Date: 1-27-2018

Brenda L. Simmons  
Name: BRENDA L. SIMMONS  
Address: 3320 SW 85<sup>th</sup> Street  
Ocala, FL 34476  
Date: 1-28-2018

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 27 day of JAN, 2018, by **JOHN W. SIMMONS**, who is personally known to me or who has produced FL DL 5552-479-63-422-0, as identification.

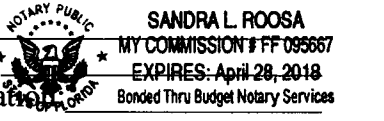
Sandra L. Roosa  
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF Mallon

The foregoing instrument was acknowledged before me this 27 day of JAN, 2018, by **BRENDA L. SIMMONS**, who is personally known to me or who has produced FL DL 5552-072-61-74-0, as identification.

Sandra L. Roosa  
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Parcel No. 35610-003-02

Signed, sealed and delivered in the presence of:

Melissa A. Schwartz  
Witness Signature

Print Name: Melissa A. Schwartz

Mary Jean Vikara  
Witness Signature

Print Name: Mary Jean Vikara

\*Charles Douglas House

Charles Douglas House

Name: GLORIA V. HOUSE as Trustee

under the Gloria V. House

Declaration of Trust dated

March 2, 2004

3502 SW 85<sup>th</sup> Street

Ocala, FL 34476

Date: March 12, 2018

STATE OF ~~FLORIDA~~ Pennsylvania  
COUNTY OF Wyoming

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2018, by GLORIA V. HOUSE, as Trustee under the Gloria V. House Declaration of Trust dated March 2, 2004, who is personally known to me or who has produced \_\_\_\_\_, as identification.

\*Charles Douglas House

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Melissa A. Schwartz, Notary Public  
Tunkhannock Twp., Wyoming County  
My Commission Expires Oct. 13, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Melissa A. Schwartz  
Notary Public

Print Name: Melissa A. Schwartz

Personally Known: Charles Douglas House

Produced Identification: PADL

Type: \_\_\_\_\_

My Commission Expires: 10-13-19

Parcel No. 35610-003-02

Signed, sealed and delivered in the presence of:

Melissa Schwartz  
Witness Signature

Print Name: Melissa A. Schwartz

Mary Jean Vikara  
Witness Signature

Print Name: Mary Jean Vikara

\*Grant Robert House

Grant Robert House  
Name: ~~XXXXXXXXXXXXXXXXXXXX~~ as Trustee

Name: GLORIA V. HOUSE as Trustee

under the Gloria V. House

Declaration of Trust dated

March 2, 2004

3502 SW 85<sup>th</sup> Street

Ocala, FL 34476

Date: 3/12/18

STATE OF ~~FLORIDA~~ Pennsylvania  
COUNTY OF Wyoming

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2018, by ~~GLORIA V. HOUSE~~, as Trustee under the Gloria V. House Declaration of Trust dated March 2, 2004, who is personally known to me or ~~who has~~ produced \_\_\_\_\_, as identification.

\*Grant Robert House

Melissa A. Schwartz  
Notary Public

Print Name: Melissa A. Schwartz

Personally Known: Grant Robert House

Produced Identification: PA DL

Type: \_\_\_\_\_

My Commission Expires: 10-13-19

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Melissa A. Schwartz, Notary Public  
Tunkhannock Twp., Wyoming County  
My Commission Expires Oct. 13, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Parcel No. 35610-003-03

Signed, sealed and delivered in the presence of:

Witness Signature  
Print Name: STEPHEN R. MURDOE

Witness Signature  
Print Name: ULLI MURDOE

Witness Signature  
Print Name: STEPHEN R. MURDOE

Witness Signature  
Print Name: ULLI MURDOE

Harry Hendrickson  
Name: Harry Hendrickson, as Trustee  
Hendrickson, Family Trust dated

April 29, 2009  
3500 SW 85<sup>th</sup> Street  
Ocala, FL 34476

Date: 1/27/18

Alberta Hendrickson  
Name: Alberta Hendrickson, as Trustee  
Hendrickson Family Trust dated

April 29, 2009  
3500 SW 85<sup>th</sup> Street

Date: 1/27/18

STATE OF FLORIDA/COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **HARRY HENDRICKSON, as Trustee, Hendrickson Family Trust dated April 29, 2009**, who is personally known to me or who has produced FL DL H536-372-29064-0, as identification.

Sandra L. Roosa  
Notary Public

Print Name: SANDRA L. ROOSA  
My Commission Expires: APRIL 28, 2018 MY COMMISSION # FF 095667  
Personally Known: YES EXPIRES: April 28, 2018  
Produced Identification: FL DL H536-372-29064-0 Bonded Thru Budget Notary Services

My Commission Expires:

Type: \_\_\_\_\_

STATE OF FLORIDA/COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **ALBERTA HENDRICKSON, as Trustee, Hendrickson Family Trust dated April 29, 2009**, who is personally known to me or who has produced FL DL H536-019-32680, as identification.

Sandra L. Roosa  
Notary Public

Print Name: SANDRA L. ROOSA  
Personally Known: YES MY COMMISSION # FF 095667  
Produced Identification: FL DL H536-019-32680 EXPIRES: April 28, 2018  
Type: \_\_\_\_\_ Bonded Thru Budget Notary Services

My Commission Expires:

Parcel No. 35610-003-04

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature  
Print Name: Angelica Ncube  
Angelica Ncube

Witness Signature  
Print Name: Angelica Ncube  
[Signature]

Witness Signature  
Print Name: Wizly Kittyle  
[Signature]

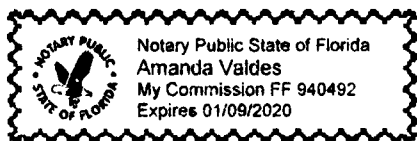
Witness Signature  
Print Name: Wizly Kittyle  
[Signature]

[Signature]  
Name: JACK J. TIERNEY  
Address: 10801 SW 93<sup>rd</sup> Street  
Miami, FL 33176-2647  
Date: 2/7/2018

[Signature]  
Name: PATRICIA C. TIERNEY  
Address: 10801 SW 93<sup>rd</sup> Street  
Miami, FL 33176-2647  
Date: 2/7/2018

STATE OF FLORIDA  
COUNTY OF Miami Dade

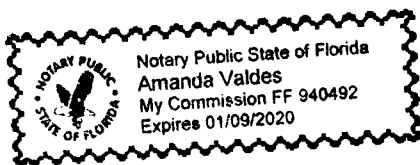
The foregoing instrument was acknowledged before me this 7 day of Feb, 2018, by JACK J. TIERNEY, who is personally known to me or who has produced FLDL, as identification.



[Signature]  
Notary Public  
Print Name: Amanda Valdes  
Personally Known: \_\_\_\_\_  
Produced Identification: ✓  
Type: FLDL T650470352120  
My Commission Expires: 119120

STATE OF FLORIDA  
COUNTY OF miami Dade

The foregoing instrument was acknowledged before me this 7 day of Feb, 2018, by PATRICIA C. TIERNEY, who is personally known to me or who has produced FLDL, as identification.



[Signature]  
Notary Public  
Print Name: Amanda Valdes  
Personally Known: \_\_\_\_\_  
Produced Identification: ✓  
Type: FLDL T650683469610  
My Commission Expires: 119120

Parcel No. 35610-003-05

Signed, sealed and delivered in the presence of:

Witness Signature  
Print Name: STEPHEN R. HUNTER

Witness Signature  
Print Name: ULLI MUNROE

Charles L. McLeod

Name: CHARLES L. MCLEOD SR.  
Address: 15176 NW 100<sup>th</sup> Avenue Road  
Reddick, FL 32686-3004

Date: 1/27/18

STATE OF FLORIDA .  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **CHARLES L. MCLEOD SR.**, who is personally known to me or who has produced FL DR M243-152-42-306-0, as identification.

Sandra L. Roosa

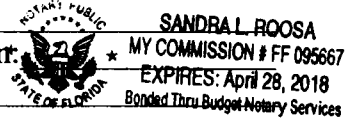
Notary Public  
Print Name: \_\_\_\_\_

Personally Known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Parcel No. 35610-003-07

Signed, sealed and delivered in the presence of:

Witness Signature  
Print Name: STEPHEN R. MURROE

Witness Signature  
Print Name: ULLI MURROE

[Signature]  
Name: JAMES S. EYSTER  
Address: 3555 SW 87<sup>th</sup> Place  
Ocala, FL 34476-6614  
Date: 1/27/18

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **JAMES S. EYSTER**, who is personally known to me or who has produced FL DR E236-457-55252-D as identification.

[Signature]  
Notary Public  
Print Name: SANDRA L. ROOSA  
Personally Known: [initials]  
Produced Identification: [initials]  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Parcel No. 35610-003-08

Signed, sealed and delivered in the presence of:

Witness Signature  
Print Name: STEPHEN R. MEARS

Witness Signature  
Print Name: ULLI MURROE

Witness Signature  
Print Name: STEPHEN R. MEARS

Witness Signature  
Print Name: ULLI MURROE

Name: JAMES R. MEARS  
Address: 3521 SW 87<sup>th</sup> Place  
Ocala, FL 34476-6615  
Date: 1/27/18

Name: CONNIE J. MEARS  
Address: 3521 SW 87<sup>th</sup> Place  
Ocala, FL 34476-6615  
Date: 1/27/18

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by JAMES R. MEARS, who is personally known to me or who has produced FL DL M620-456-SL-748-D, as identification.

Notary Public  
Print Name: SANDRA L. ROOSA  
Personally Known: \*  
Produced Identification: \*  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by CONNIE J. MEARS, who is personally known to me or who has produced FL DL M620-105-43-550-D, as identification.

Notary Public  
Print Name: SANDRA L. ROOSA  
Personally Known: \*  
Produced Identification: \*  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Parcel No. 35610-003-10

Signed, sealed and delivered in the presence of:

[Signature]

Witness Signature

Print Name: Tina Wilson

Witness Signature [Signature]

Print Name: Marty Bozeman

[Signature]

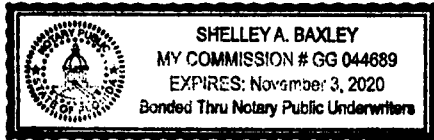
Name: JEFFREY DUANE HARTWELL

Address: 3508 SW 85<sup>th</sup> Street  
Ocala, FL 34476

Date: 1/24/18

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January 2018, by JEFFREY DUANE HARTWELL, who is personally known to me or who has produced Florida Drivers License as identification.



[Signature]  
Notary Public

Print Name: Shelley Baxley

Personally Known: \_\_\_\_\_

Produced Identification: Florida Drivers License

Type: \_\_\_\_\_

My Commission Expires:

11. 3. 20

Parcel No. 35610-003-11

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature

Print Name: JOSEPH ZURANSKI

[Signature]  
Witness Signature

Print Name: JAMES S. EYSTER

[Signature]  
Witness Signature

Print Name: JOSEPH ZURANSKI

[Signature]  
Witness Signature

Print Name: JAMES S. EYSTER

[Signature]

Name: STEPHEN R. MUNROE, Trustee of the Stephen R. Munroe Rev. Trust dated December 2, 2013

Address: 3476 SW 85<sup>th</sup> Street  
Ocala, FL 34476-6504

Date: 1/27/18

[Signature]

Name: ULLI R. MUNROE, Trustee of the Ulli Munroe Rev. Trust dated December 2, 2013

Address: 3476 SW 85<sup>th</sup> Street  
Ocala, FL 34476-6504

Date: 1/27/18

STATE OF FLORIDA/COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **STEPHEN R. MUNROE, Trustee of the Stephen R. Munroe Rev. Trust dated December 2, 2013**, who is personally known to me or who has produced \_\_\_\_\_, as identification.

[Signature]

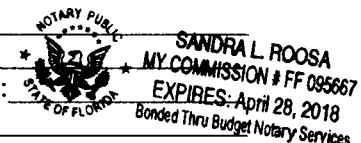
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA/COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **ULLI R. MUNROE, Trustee of the Ulli Munroe Rev. Trust dated December 2, 2013**, who is personally known to me or who has produced \_\_\_\_\_, as identification.

[Signature]

Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Parcel No. 35610-003-13

Signed, sealed and delivered in the presence of:

Witness Signature \_\_\_\_\_  
Print Name: STEPHEN R. MUNROE

Witness Signature \_\_\_\_\_  
Print Name: ULLI MUNROE

Joseph Zurawski  
Name: JOSEPH ZURAWSKI  
Address: 3504 SW 85<sup>th</sup> Street  
Ocala, FL 34476-6502  
Date: 1/27/18

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **JOSEPH ZURAWSKI**, who is personally known to me or who has produced FL DL Z620-480-48-446-D, as identification.

Sandra L. Roosa  
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





Parcel No. 35610-003-17

Signed, sealed and delivered in the presence of:

Witness Signature  
Print Name: STEPHEN R. MURROE

Witness Signature  
Print Name: ULLI MURROE

Witness Signature  
Print Name: STEPHEN R. MURROE

Witness Signature  
Print Name: ULLI MURROE

Bobby T. Bailey  
Name: BOBBY T. BAILEY

Address: 3650 SW 86<sup>th</sup> Place  
Ocala, FL 34476-4648

Date: 1/27/18

Shirley M. Bailey  
Name: SHIRLEY M. BAILEY

Address: 3650 SW 86<sup>th</sup> Place  
Ocala, FL 34476-4648

Date: 1/27/18

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **BOBBY T. BAILEY**, who is personally known to me or who has produced FL DL B400-078-37381-0, as identification.

Sandra L. Roosa  
Notary Public

Print Name: SANDRA L. ROOSA  
Personally Known: \*  
Produced Identification: \*  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **SHIRLEY M. BAILEY**, who is personally known to me or who has produced FL DL B400-783-38745-0, as identification.

Sandra L. Roosa  
Notary Public

Print Name: SANDRA L. ROOSA  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Parcel No. 35610-003-18

Signed, sealed and delivered in the presence of:

Witness Signature: [Signature]  
Print Name: STEPHEN R. MURROE  
Witness Signature: [Signature]  
Print Name: ULLI MURROE

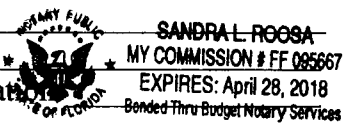
SILVER RIVER KEEPER FOUNDATION

Buy: [Signature]  
Name: JUDY SYKES  
Title: PRESIDENT  
Ocala, FL 34476-6615  
Address: 211 SW 80<sup>th</sup> Street  
Ocala, FL 34476-4918  
Date: JAN 27, 2018

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by JUDY SYKES as PRESIDENT of **SILVER RIVER KEEPER FOUNDATION**, on behalf of the Foundation, who is personally known to me or who has produced FL N. 5220-433-47-943-0, as identification.

[Signature]  
Notary Public  
Print Name: SANDRA L. ROOSA  
Personally Known: \*  
Produced Identification: \*  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Parcel No. 35610-003-19

Signed, sealed and delivered in the presence of:

Witness Signature [Signature]  
Print Name: JOSEPH ZURAWSKI  
Witness Signature [Signature]  
Print Name: JAMES S. EYSTER

[Signature]  
Name: STEPHEN R. MUNROE, Trustee of the Stephen R. Munroe Rev. Trust dated December 2, 2013  
Address: 3476 SW 85<sup>th</sup> Street  
Ocala, FL 34476-6504  
Date: 1/27/18

Witness Signature [Signature]  
Print Name: JOSEPH ZURAWSKI  
Witness Signature [Signature]  
Print Name: JAMES S. EYSTER

Name: ULLI R. MUNROE, Trustee of the Ulli Munroe Rev. Trust dated December 2, 2013  
Address: 3476 SW 85<sup>th</sup> Street  
Ocala, FL 34476-6504  
Date: 1/27/18

STATE OF FLORIDA/COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2018, by STEPHEN R. MUNROE, Trustee of the Stephen R. Munroe Rev. Trust dated December 2, 2013, who is personally known to me or who has produced \_\_\_\_\_, as identification.

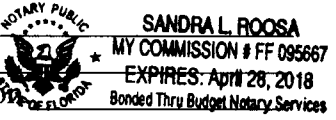
[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA/COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2018, by ULLI R. MUNROE, Trustee of the Ulli Munroe Rev. Trust dated December 2, 2013, who is personally known to me or who has produced \_\_\_\_\_, as identification.

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Parcel No. 35611-000-00

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name:

Witness Signature

Print Name:

Witness Signature

Print Name:

Witness Signature

Print Name:

Richard Benson II  
Name: RICHARD BENSON II

Address: 3200 SW 86<sup>th</sup> Place  
Ocala, FL 34476-4607

Date: 1/26/18

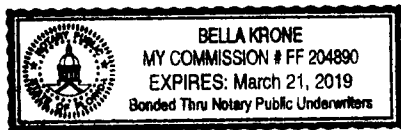
Barbara J Benson  
Name: BARBARA J BENSON

Address: 3200 SW 86<sup>th</sup> Place  
Ocala, FL 34476-4607

Date: 1/26/18

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2018, by **RICHARD BENSON II**, who is personally known to me or who has produced FL Driver License, as identification.



Bella Krone  
Notary Public

Print Name: Bella Krone

Personally Known: \_\_\_\_\_

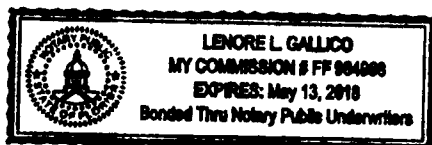
Produced Identification: FL Driver License

Type: \_\_\_\_\_

My Commission Expires: 3.21.19

STATE OF FLORIDA  
COUNTY OF marion

The foregoing instrument was acknowledged before me this 26 day of January, 2018, by **BARBARA J. BENSON**, who is personally known to me or who has produced \_\_\_\_\_, as identification.



Lenore L Gallico  
Notary Public

Print Name: Lenore L. Gallico

Personally Known: ✓

Produced Identification: \_\_\_\_\_

Type: \_\_\_\_\_

My Commission Expires: 5-13-18

Parcel No. 35611-001-00

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature  
Print Name: Thomas B. Paradiso

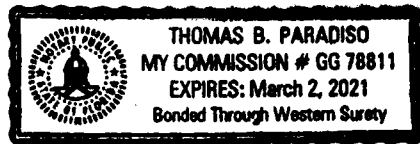
[Signature]  
Witness Signature  
Print Name: STEPHEN R. MURRO

[Signature]  
Name: DENNIE LEO LIEBRECHT  
Address: 3020 SW 86<sup>th</sup> Place  
Ocala, FL 34476  
Date: 1/24/2018

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2018, by DENNIE LEO LIEBRECHT, who is personally known to me or who has produced Florida Driver License, as identification.

[Signature]  
Notary Public  
Print Name: Thomas B. Paradiso  
Personally Known: \_\_\_\_\_  
Produced Identification: FLDL  
Type: L162172503840  
My Commission Expires: 3/2/21



Parcel No. 35611-002-00

Signed, sealed and delivered in the presence of:

Witness Signature  
Print Name: STEPHEN R. MUNROE

Witness Signature  
Print Name: ULLI MUNROE

Witness Signature  
Print Name: STEPHEN R. MUNROE

Witness Signature  
Print Name: ULLI MUNROE

David B. Keith  
Name: DAVID B. KEITH

Address: 3140 SW 86<sup>th</sup> Place  
Ocala, FL 34476-4607

Date: 1/27/18

Patricia M. Keith  
Name: PATRICIA M. KEITH

Address: 3140 SW 86<sup>th</sup> Place  
Ocala, FL 34476-4607

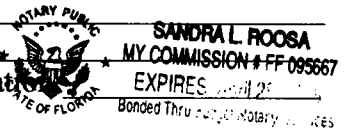
Date: 1-27-18

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **DAVID B. KEITH**, who is personally known to me or who has produced FDL K300-162-33-0540, as identification.

Sandra L. Roosa  
Notary Public

Print Name:  
Personally Known:  
Produced Identification:  
Type:  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **PATRICIA M. KEITH**, who is personally known to me or who has produced FDL K300-681-40647-0, as identification.

Sandra L. Roosa  
Notary Public

Print Name:  
Personally Known:  
Produced Identification:  
Type:  
My Commission Expires:



Parcel No. 35611-003-00

Signed, sealed and delivered in the presence of:

Witness Signature \_\_\_\_\_  
Print Name: STEPHEN R. MURPHY

Witness Signature \_\_\_\_\_  
Print Name: ULLI MUNDROF

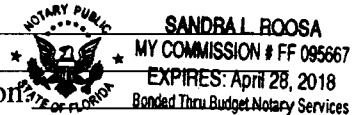
Charles P. Adolf  
Name: CHARLES P. ADOLF  
Address: PO Box 1  
Ocala, FL 34478-0001  
Date: 1/27/17

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JAN. 2018, 2018, by **CHARLES P. ADOLF**, who is personally known to me or who has produced \_\_\_\_\_, as identification.

Sandra L. Roosa  
Notary Public

Print Name: \_\_\_\_\_  
Personally Known:  \*  
Produced Identification:  \*  
Type: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



Parcel No. 35612-000-00

Signed, sealed and delivered in the presence of:

Witness Signature  
Print Name: STEPHEN R. MUNROE

Witness Signature  
Print Name: ULLI MUNROE

Witness Signature  
Print Name: STEPHEN R. MUNROE

Witness Signature  
Print Name: ULLI MUNROE

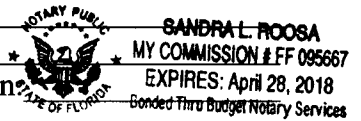
Name: DAVID M. DENSON  
Address: 3080 SW 85<sup>th</sup> Street  
Ocala, FL 34476  
Date: 1/27/18

Name: KERRI L. DENSON  
Address: 3080 SW 85<sup>th</sup> Street  
Ocala, FL 34476  
Date: 1/27/18

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **DAVID M. DENSON**, who is personally known to me or who has produced FLDL D525-173-80-016-0, as identification.

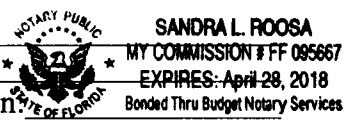
Sandra L. Roosa  
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2018, by **KERRI L. DENSON**, who is personally known to me or who has produced FLDL D525-512-87-518-0, as identification.

Sandra L. Roosa  
Notary Public  
Print Name: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





Parcel No. 35615-001-00

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature

Print Name: Lisa Anderson

[Signature]  
Witness Signature

Print Name: Elizabeth Thone

[Signature]  
Witness Signature

Print Name: Lisa Anderson

[Signature]  
Witness Signature

Print Name: Elizabeth Thone

[Signature]

Name: ANTHONY SMITH

Address: 8580 SW 27<sup>th</sup> Avenue  
Ocala, FL 34476

Date: 1. 26. 2018

[Signature]

Name: NANCY WAGERS

Address: 8580 SW 27<sup>th</sup> Avenue  
Ocala, FL 34476

Date: 1. 26. 2018

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2018, by ANTHONY SMITH, who is personally known to me or who has produced Florida drivers license, as identification.



[Signature]

Notary Public

Print Name: Elizabeth Johnson

Personally Known: YES

Produced Identification: YES

Type: DL FL S530-003-59-004-0

My Commission Expires: 3/26/18

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2018, by NANCY WAGERS, who is personally known to me or who has produced Florida drivers license, as identification.



[Signature]

Notary Public

Print Name: Elizabeth Johnson

Personally Known: YES

Produced Identification: YES

Type: FL DL W262-621-63-960-0

My Commission Expires: 3/26/18

Parcel No. 35615-002-00

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name:

Witness Signature

Print Name:

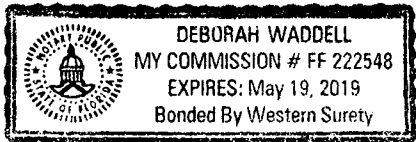
*[Handwritten Signature]*  
Name: NIKOLAY TIMOFEEV  
Address: 8650 SW 27<sup>th</sup> Avenue  
Ocala, FL 34476-6548  
Date: 02/14/2018

*[Handwritten Signature]*  
Elaina Panesso

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2018, by **NIKOLAY TIMOFEEV**, who is personally known to me or who has produced FLORIDA DRIVERS LICENSE as identification.

*[Handwritten Signature]*  
Notary Public  
Print Name: Deborah Waddell  
Personally Known: \_\_\_\_\_  
Produced Identification: FLORIDA  
Type: DRIVER'S LICENSE  
My Commission Expires: MAY 19, 2019



LEGAL DESCRIPTION - EXHIBIT "A"

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of Section 14, Township 16 South, Range 21 East, and proceed South 00° 40' 54" West along the East boundary line of Shady Hills Estates, an unrecorded subdivision, registered with Marion County in unrecorded Plat Book at Page 265; 56.29 feet to a concrete monument at the Southeast corner of Lot 25, Block "A" of said Shady Hills Estates, thence South 63° 32' 26" West along the South boundary line of said Lot 25, 109.08 feet to a concrete monument on the East right of way line of a 40.00 foot wide roadway as per plat of said Shady Hills Estates; thence N. 89° 15' 34" W., 20.00 feet to the centerline of said roadway; thence N. 00° 29' 02" West along said centerline, 10.00 feet; thence continue along said centerline N. 89° 15' 34" West, 69.68 feet; thence N. 42° 25' 24" West 26.78 feet to a concrete monument on the North right of way line of said 40.00 foot roadway; thence continue N. 42° 25' 24" East 102.20 feet to a concrete monument on the South boundary line of North 1/2 of Southwest 1/4 of said Section 14; thence North 00° 40' 54" East parallel to the West boundary line of aforesaid North 1/2 of Southeast 1/4 80.00 feet to a concrete monument, thence South 89° 13' 02" East 100.29 feet to a concrete monument on the West boundary line of said North 1/2 of SE 1/4; thence South 89° 15' 09" East parallel with the South boundary line of said North 1/2 of SE 1/4, 11.25 feet to a concrete monument; thence North 00° 40' 54" E. parallel with said West boundary line 387.34 feet to a concrete monument on the South right-of-way line of Tract No. 5 (runway); thence S. 88° 04' 11" West along said right of way line 11.26 feet to a concrete monument on the aforesaid West boundary line of the North 1/2 of the SE 1/4; thence N. 00° 40' 54" E., along said West boundary line 150.16 feet to a concrete monument on the North right of way line of said Tract No. 5 (runway); thence N. 88° 04' 11" E. along said North right of way line, 1,149.85 feet to a concrete monument; thence South 00° 14' 17" W., 671.02 feet to a concrete monument on the aforesaid South boundary line of the North 1/2 of the Southeast 1/4; thence N. 89° 15' 09" W., along said South Boundary Line 1,153.85 feet to the Point of Beginning, said Tract lying and being situate in Marion County, Florida and contains 17.11 acres, more or less.

AND

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of Section 14, Township 16 South, Range 21 East, and proceed South 89° 15' 09" East, along the South boundary Line of said North 1/2 of Southeast 1/4 1,153.85 feet to a concrete monument; thence North 00° 14' 17" East, 696.83 feet to a point on the North right of way line of a runway; said point also being the Point of Beginning of the tract of land as described herein; thence continue North 00° 14' 17" East 344.53 feet to a concrete monument; thence South 89° 10' 39" East, 1,446.08 feet to concrete monument on the West right of way line of County Highway C-475-A (being 66 feet wide); thence South 00° 00' 51" West along said West right of way line 494.75 feet; thence N. 89° 15' 09" West 312.02 feet; thence N. 00° 14' 17" E., 150.45 feet to a point on the aforesaid North right of way line; thence North 89° 10' 11" West along said North right of way line 1136.00 feet to the Point of Beginning. Said tract of land lying and being situate in Marion County, Florida, and contains 12.52 acres, more or less.

EXHIBIT "A"

BEN DANIEL JR.  
LAWYER  
101 N. W. THIRD STREET  
OCALA, FLORIDA 32670  
(904) 737-5173

LEGAL DESCRIPTION - EXHIBIT "A"

Commencing at the West 1/4 corner of Section 14, Township 16 South, Range 21 East, and proceed South 89° 13' 28" East, along the North Boundary Line of the North 1/2 of the Southwest 1/4 of said Section 14, 1,464.86 feet; thence South 00° 40' 54" West, 47.81 feet to a concrete monument on the Southerly Right-of-Way Line of County Road Number 6.5-South, (being 60 feet wide), said point also being the POINT-OF-BEGINNING of the Unrecorded Subdivision as described herein; thence South 89° 44' 36" East, along said Right-of Way Line, 1,130.03 feet to a concrete monument; thence South 00° 01' 11" West, along a Fence Line, 585.09 feet to a concrete monumnet; thence South 89° 13' 28" East, 39.66 feet to a concrete monument on the East Boundary Line of aforesaid North 1/2 of the Southwest 1/4; thence South 00° 40' 54" West along said East Boundary Line, 234.21 feet to a concrete monument; thence North 88° 04' 11" East, 11.26 feet; thence South 00° 40' 54" West, parallel to aforesaid East Boundary Line, 387.34 feet to a concrete monument; thence North 89° 13' 09" West, 11.25 feet to a concrete monument on the said East Boundary Line; thence North 89° 13' 02" West, parallel to the South boundary Line of said North 1/2 of the Southwest 1/4, 100.29 feet to a concrete monument; thence South 00° 40' 54" West, parallel to said East Boundary Line, 80.00 feet to a concrete monument on said South Boundary Line; thence South 42° 25' 24" West, 102.20 feet to a concrete monument on the North Right-of Way Line of a 40.00 foot Roadway as per plat of Shady Hills Estates, an unrecorded subdivision; thence continue South 42° 25' 24" West, 26.78 feet to the centerline of said Roadway; thence North 89° 15' 34" West, along said certerline, 120.91 feet; thence North 00° 50' 57" East, 20.00 feet to a concrete monument on said North Right-of Way Line; thence continue North 00° 50' 07" East, 76.48 feet to a concrete monument on the aforesaid South Boundary Line; thence North 89° 13' 02" West, along said South boundary Line, 870.00 feet to a concrete monumnet; thence North 00° 40' 54" East, 1,275.97 feet to the POINT-OF-BEGINNING. Said Tract lying and being situate in Marion County, Florida and contains 34.39 acres more or less.

Subject to 20.00 foot Road Right-of Way as shown on said plat of Shady Hills Estates.

EXHIBIT "A-1"

BEN DANIEL JR.  
LAWYER  
101 N. W. THIRD STREET  
OCALA, FLORIDA 32707  
(904) 732-5173

LEGAL DESCRIPTION - EXHIBIT "A"

Commencing at the West 1/4 Corner of Section 14, Township 16 South, Range 21 East, and proceed South 89° 13' 28"E, along the North Boundary Line of the North 1/2 of the Southwest 1/4 of said Section 14, 332.15 feet to a concrete monument on the East Right-of-Way Line of Interstate Highway No. 75, (being 300 feet wide), said point also being the POINT-OF-BEGINNING of Tract No. 2 as described herein; thence continue South 89° 13' 28" East, along said North Boundary Line 971.87 feet to a concrete monument on the Southwesterly Right-of Way Line of County Road No. 6.5-South, (being 60 feet wide), said Right-of-Way Line being a curve, concaved Northeasterly, having a radius distance of 103.88 feet, a central angle of 58° 18' 06"; thence along the arc of said curve, 105.70 feet, through a chord bearing and distance of South 60° 36' 03" East, 101.17 feet, to a concrete monument at the POINT-OF-CURVATURE of said curve; thence South 89° 44' 36" East, along said Southerly Right-of Way Line 72.11 feet to a concrete monument; thence South 00° 40' 54" West 1275.97 feet to a concrete monument on the South Boundary Line of the aforesaid North 1/2 of the Southwest 1/4; thence North 89° 13' 02" West, along said South. Boundary Line, 1132.35 feet to a concrete monument on the aforesaid East Right-of Way Line of Interstate Highway No. 75; thence North 00° 39' 58" East, along said East Right-of Way Line, 1323.64 feet to the POINT-OF-BEGINNING said Tract No. 2 lying and being situate in Marion County, Florida and contains 34.27 acres more or less.

Also including lots 50, 51, 52, and 53, Block A of Shady Hills Estates, an unrecorded Subdivision, registered with Marion County unrecorded Plat Book at Page 265 and being more particularly described in Official Records Book 604 Page 78 of the Public Records of Marion County, Florida.

EXHIBIT "A-2"

BEN DANIEL JR.  
LAWYER  
101 N. W. THIRD STREET  
OCALA, FLORIDA 32670  
(804) 732-8173

AMENDED DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS - SHADY AIRPORT

KNOW ALL MEN BY THESE PRESENTS, that CLARENCE E. HANSELMAN, JR. and his wife, JOAN E. HANSELMAN, GIDAIR, INC., a Florida Corporation, and HAROLD EDGAR CULLISON, JR. and his wife, ELEANOR D. CULLISON, the present owners of the land upon which the original Declarations of Restrictions, Covenants and Conditions relating to SHADY AIRPORT were imposed, hereby restate said Declarations of Restrictions to include certain amendments as hereinafter set forth, which Restrictions shall be administered and enforced by SHADY INTERNATIONAL AIRPORT, INC., a Florida Corporation, commencing this date.

1. The real property involved is described in EXHIBIT "A" attached hereto.

2. No lot shall be used for any purpose other than single family residential purposes, or for the location thereon of airport hangars in accordance with the later provisions of these restrictions. No residences constructed on any lot shall be other than permanent, and no lot shall be the place of residence for more than one (1) family.

3. No tract shall be resubdivided so as to be a size less than three (3) acres, except Lot 4 of the CLARENCE C. HANSELMAN tract, presently owned by CLARENCE C. HANSELMAN, JR. and his wife,

JOAN E. HANSELMAN, said property being situate on the North side of the Shady Airport runway.

4. No residence shall be constructed upon any lot having less than 1,600 square feet of heated living area, exclusive of porches, garages, automobile shelters and airplane hangars.

5. No building or any part thereof, including garages, porches, or airplane hangars shall be erected on any lot closer than one hundred feet (100') from the runway line, or closer than ten feet (10') from any property lot line. However, where a single building is constructed on two or more adjoining lots, the side, front and rear lot lines shall refer only to the lot lines bordering an adjoining property owner.

6. No lot shall be used for any commercial purposes other than the following allowable commercial purposes:

A. The present commercial use by GIDAIR, INC.

B. This limitation shall not prohibit the leasing of

hangar space on Lot 3 of the Nieman tract, presently owned by HAROLD EDGAR

RECORDED AND RECORD  
VERIFIED  
MARION COUNTY FL.

1986 DEC -3 PM 3:50

BY: *Clarence E. Thompson*  
*Nancy D. [unclear]*  
86-069787



BEN DANIEL, JR.  
LAWYER  
101 N. W. THIRD STREET  
OCALA, FLORIDA 32670  
(904) 732-5173

CULLISON, JR. and his wife, ELEANOR D. CULLISON, provided such usage complies with all other provisions of these restrictions and provided that upon the sale or change of title of Lot 3, the leasing provisions will be rescinded and no leasing of hangar space will be permitted on said property.

C. This restriction shall not prohibit the location of the basing of airplanes used for charter services upon a lot. However, in the event a charter service bases its airplanes on a lot, departures by a chartered airplane carrying passengers paying a charter fee shall not be made from the runway (i.e., the charter plane must depart the runway and pick up any charter passengers at another airport facility. )

7. No commercial sale of gas or aviation fuel shall be used or allowed upon any lot.

8. No other commercial purposes shall be allowed other than the present commercial purposes as exercised by GIDAIR, INC.

9. All owners shall recognize the runway easement as a hazardous area and shall take all precautions to restrict their children or the children of their guests to their property by taking whatever precautions as may be reasonable and necessary including the construction of a fence. It shall further be understood that the responsibility for keeping children, guests, animals or any other obstructions clear of the runway area shall be borne by the lot owner.

10. The erection of signs by individual lot owners is expressly prohibited, except that a lot owner may display on the owner's property a name and address sign referring to the premises upon which displayed. This restriction shall not, however, prohibit the placement of "For Sale" or "For Rent" signs, provided that such signs shall not have a square footage of greater than twelve (12) square feet.

11. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to any adjoining lot owner.

12. No owner shall dump trash, cans or garbage on any lot, and each lot owner shall maintain each lot in a clean and sightly condition. All garbage or trash must be maintained in closed containers.

13. All structures located upon lots must be permanent

structures, and no mobile homes or modular homes shall be constructed or placed upon any lot.

14. No structure may be moved upon any lot or tract, and any construction of any structure upon any lot must be completed within one (1) year from the date construction has commenced.

15. In order to maintain the runway, each owner is subjected to an assessment shall be secured by a lien in favor of SHADY INTERNATIONAL AIRPORT, INC., who shall operate and manage the airstrip. Such assessment shall consist of a proportionate share of insurance, taxes, maintenance, and the operation expenses of the runway. Such liens may be recorded after thirty (30) days from the date such assessment becomes due.

16. All lot owners agree to be bound by and to abide by the terms of any and all provisions of any insurance policies upon the common taxi-ways, easements, runways, and other common areas. The runway facilities shall be used only by lot owners or thier invited guests.

17. SHADY INTERNATIONAL AIRPORT, INC. and the subdivision owners agree that SHADY INTERNATIONAL AIRPORT, INC. reserves the right to make any restrictions relative to the health and safety of the airport users and it shall be understood that all applicable county, state and federal regulations in force shall be adhered to.

18. No wires, antenna aerials, equipment or building shall be installed upon the exterior of any building at a height of more than fifty feet (50') from ground level.

19. No aircraft or motor vehicles shall be parked on any of the common taxi-ways or runway. No motor vehicles shall be operated on the runway area.

20. Only one (1) occupant, whether owner or lessee, may base aircraft on any lot, with a limit of three (3) aircraft per lot and one (1) hangar per lot with a maximum of 3,000 square feet per hangar or a total of two (2) hangars per lot, not to exceed 2,500 square feet per hangar.

Lot 1, presently owned by GIDAIR, INC. and located on the South side of the runway, may be held in joint ownership among two (2) owners and only such owners or their lessees may base aircraft on said lot with a limit of three (3) aircraft per tract.

Lot 3 of the Nieman tract, which is now owned by HAROLD



EDGAR CULLISON, JR. and his wife ELEANOR D. CULLISON will be permitted to base six (6) aircraft on Lot three (3).

C. For purposes of this paragraph twenty (20), the term lessee shall refer only to a lessee of an owner's entire interest in a tract (i.e., no leasing of hangar space, except as otherwise permitted in these restrictions).

21. Lot owners shall have the right to tie an aircraft owned by them outside of a hangar if it is "in current license". Failure to keep such outside aircraft in current license shall constitute a nuisance which may be abated by removal of the aircraft at the cost of the owner.

22. No junk motor vehicles or other motor vehicles without a current license tag shall be permitted, and failure to comply with this paragraph shall constitute a nuisance which may be abated by the removal of the aircraft at the cost of the owner.

23. It is the intent of the lot owners that this shall be a residential community and that no hangars or residences shall be constructed that do not conform to the standards established in the community both in terms of design, strength and type of construction.

24. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner. Failure to comply with this paragraph shall constitute a nuisance which may be abated by any of the remedies otherwise set out herein.

25. No flight instruction shall be permitted on the runway facilities.

26. Shady International Airport, Inc. is to control the use of the runways and may prohibit the use of the runway by any aircraft that may be deemed unsafe to either the life or health of any person or the condition and maintenance of the field by virtue of its size, design, state of repair or manner of operation.

27. These restrictions shall run with the title to the land regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed and shall be binding upon the owners and all persons claiming under them and are for the benefit of all of the owners of land in the subdivision of which this land is a parcel.

28. Invalidity of any restriction herein set forth by order of any

Court shall in no way affect any other restriction but all other restrictions shall remain in full force and effect.

29. In the event any person claiming under owner shall violate or attempt to violate any restriction contained herein, any owner of a lot within the property encumbered by these restrictions may have the right to recover damages at law for such violation in equity, and in either event the said violators or any person claiming under him, shall pay all the costs of such proceedings, including reasonable attorney's fees for the Plaintiff's attorney.

30. These restrictions shall continue in full force and effect until the airport runway to which the restricted real property is adjacent shall permanently cease to be used as an airport runway.

31. Ownership of land contiguous to Shady International Airport (except that property which is contiguous to the east 1,473 feet of the south boundary of said airstrip) shall have the use of the runway designated as Shady International Airport, so long as said property owners are in full compliance with these restrictions.

32. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, may be waived, terminated or modified with the written consent of the owners of 51% of the lineal feet of the runway who have the right to use said airstrip except the following property:

Except the property that is contiguous to the Shady runway along a line that it commences at the Southeast corner of said runway and extends 1,473 feet to the West of said Southeast corner.

No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the Office of the Clerk of the Circuit Court for the County of Marion, State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this <sup>20</sup>~~9th~~ day of <sup>November</sup>~~September~~, 1986.

Signed, sealed and delivered in the presence of:

W. t. Mollie Mathews

*Clarence E. Hanselman, Jr.* (SEAL)  
CLARENCE E. HANSELMAN, JR.

W. t. Dorothy F. Berchard  
As to Hanselman

*Clarence E. Hanselman, Jr.* (SEAL)

BEN DANIEL, JR.  
LAWYER  
101 N. W. THIRD STREET  
OCALA, FLORIDA 32670  
(904) 732-5173

Pamela Ann Lyle Harold Edgar Cullison, Jr. (SEAL)  
HAROLD EDGAR CULLISON, JR.

Roko L. Imball  
As to Cullison

Eleanor D. Cullison (SEAL)  
ELEANOR D. CULLISON

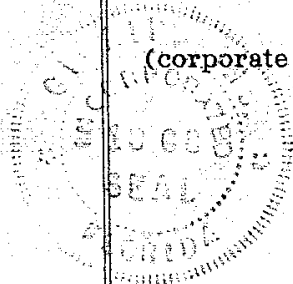
Pamela Ann Lyle

GIDAIR, INC., a Florida Corporation  
By: Sal [Signature] (SEAL)  
Its President

Sherrie L. Stewart

Attest: \_\_\_\_\_

(corporate seal)



STATE OF ~~FLORIDA~~ New Jersey  
COUNTY OF ~~MARION~~ Atlantic

I HEREBY CERTIFY that on this day personally came and appeared before me, an officer duly authorized to take acknowledgments, CLARENCE E. HANSELMAN, JR. and his wife, Joan HANSELMAN, to me well known to be the persons described in and who executed the foregoing Amended Restrictions and they acknowledged before me that they executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at ~~Ocala, Marion County, Florida~~, this 9th day of September, 1986.  
Pomona, Atlantic County, New Jersey

Dorothy F. Berchtold  
Notary Public, State of ~~Florida~~ at Large  
New Jersey

My Commission Expires:  
DOROTHY F. BERCHTOLD  
NOTARY PUBLIC OF NEW JERSEY.  
My Commission Expires Nov. 5, 1986.

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day personally came and appeared before me, an officer duly authorized to take acknowledgments, HAROLD EDGAR CULLISON, JR. and his wife, ELEANOR D. CULLISON, to me well known to be the persons described in and who executed the foregoing Amended Restrictions and they acknowledged before me that they executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ocala, Marion County, Florida, this 20 day of Nov, 1986.

Ben Daniel Jr.  
Notary Public, State of Florida at Large

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC 14, 1988  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day personally came and appeared before me, an officer duly authorized to take acknowledgments, GID TOWNSEND, and X X X X X X X X, President and Secretary, respectively, of GIDAIR, INC., A Florida Corporation, and they acknowledged to me and before the execution of the foregoing Amended Restrictions and they executed same on behalf of said corporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ocala, Marion County, Florida, this 20 day of Nov, 1986.

Ben Daniel Jr.  
Notary Public, State of Florida at Large

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC 14, 1988  
BONDED THRU GENERAL INS. UND.

LEGAL DESCRIPTION - EXHIBIT "A"

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of Section 14, Township 16 South, Range 21 East, and proceed South 00° 40' 54" West along the East boundary line of Shady Hills Estates, an unrecorded subdivision, registered with Marion County in unrecorded Plat Book at Page 265; 56.29 feet to a concrete monument at the Southeast corner of Lot 25, Block "A" of said Shady Hills Estates, thence South 63° 32' 26" West along the South boundary line of said Lot 25, 109.08 feet to a concrete monument on the East right of way line of a 40.00 foot wide roadway as per plat of said Shady Hills Estates; thence N. 89° 15' 34" W., 20.00 feet to the centerline of said roadway; thence N. 00° 29' 02" West along said centerline, 10.00 feet; thence continue along said centerline N. 89° 15' 34" West ., 69.68 feet; thence N. 42° 25' 24" West 26.78 feet to a concrete monument on the North right of way line of said 40.00 foot roadway; thence continue N. 42° 25' 24" East 102.20 feet to a concrete monument on the South boundary line of North 1/2 of Southwest 1/4 of said Section 14; thence North 00° 40' 54" East parallel to the West boundary line of aforesaid North 1/2 of Southeast 1/4 80.00 feet to a concrete monument, thence South 89° 13' 02" East 100.29 feet to a concrete monument on the West boundary line of said North 1/2 of SE 1/4; thence South 89° 15' 09" East parallel with the South boundary line of said North 1/2 of SE 1/4, 11.25 feet to a concrete monument; thence North 00° 40' 54" E. parallel with said West boundary line 387.34 feet to a concrete monument on the South right-of-way line of Tract No. 5 (runway); thence S. 88° 04' 11" West along said right of way line 11.26 feet to a concrete monument on the aforesaid West boundary line of the North 1/2 of the SE 1/4; thence N. 00° 40' 54" E., along said West boundary line 150.16 feet to a concrete monument on the North right of way line of said Tract No. 5 (runway); thence N. 88° 04' 11" E. along said North right of way line, 1,149.85 feet to a concrete monument; thence South 00° 14' 17" W., 671.02 feet to a concrete monument on the aforesaid South boundary line of the North 1/2 of the Southeast 1/4; thence N. 89° 15' 09" W., along said South Boundary Line 1,153.85 feet to the Point of Beginning, said Tract lying and being situate in Marion County, Florida and contains 17.11 acres, more or less.

AND

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of Section 14, Township 16 South, Range 21 East, and proceed South 89° 15' 09" East, along the South boundary Line of said North 1/2 of Southeast 1/4 1,153.85 feet to a concrete monument; thence North 00° 14' 17" East., 696.83 feet to a point on the North right of way line of a runway; said point also being the Point of Beginning of the tract of land as described herein; thence continue North 00° 14' 17" East 344.53 feet to a concrete monument; thence South 89° 10' 39" East, 1,446.08 feet to concrete monument on the West right of way line of County Highway C-475-A (being 66 feet wide); thence South 00° 00' 51" West along said West right of way line 494.75 feet; thence N. 89° 15' 09" West 312.02 feet; thence N. 00° 14' 17" E., 150.45 feet to a point on the aforesaid North right of way line; thence North 89° 10' 11" West along said North right of way line 1136.00 feet to the Point of Beginning. Said tract of land lying and being situate in Marion County, Florida, and contains 12.52 acres, more or less.

BEN DANIEL, JR.  
LAWYER  
101 N. W. THIRD STREET  
OCALA, FLORIDA 32670  
(904) 732-5173

EXHIBIT "A"

LEGAL DESCRIPTION - EXHIBIT "A"

Commencing at the West 1/4 corner of Section 14, Township 16 South, Range 21 East, and proceed South 89° 13' 28" East, along the North Boundary Line of the North 1/2 of the Southwest 1/4 of said Section 14, 1,464.86 feet; thence South 00° 40' 54" West, 47.81 feet to a concrete monument on the Southerly Right-of-Way Line of County Road Number 6.5-South, (being 60 feet wide), said point also being the POINT-OF-BEGINNING of the Unrecorded Subdivision as described herein; thence South 89° 44' 36" East, along said Right-of Way Line, 1,130.03 feet to a concrete monument; thence South 00° 01' 11" West, along a Fence Line, 585.09 feet to a concrete monumnet; thence South 89° 13' 28" East, 39.66 feet to a concrete monument on the East Boundary Line of aforesaid North 1/2 of the Southwest 1/4; thence South 00° 40' 54" West along said East Boundary Line, 234.21 feet to a concrete monument; thence North 88° 04' 11" East, 11.26 feet; thence South 00° 40' 54" West, parallel to aforesaid East Boundary Line, 387.34 feet to a concrete monument; thence North 89° 13' 09" West, 11.25 feet to a concrete monument on the said East Boundary Line; thence North 89° 13' 02" West, parallel to the South boundary Line of said North 1/2 of the Southwest 1/4, 100.29 feet to a concrete monument; thence South 00° 40' 54" West, parallel to said East Boundary Line, 80.00 feet to a concrete monument on said South Boundary Line; thence South 42° 25' 24" West, 102.20 feet to a concrete monument on the North Right-of Way Line of a 40.00 foot Roadway as per plat of Shady Hills Estates, an unrecorded subdivision; thence continue South 42° 25' 24" West, 26.78 feet to the centerline of said Roadway; thence North 89° 15' 34" West, along said centerline, 120.91 feet; thence North 00° 50' 57" East, 20.00 feet to a concrete monument on said North Right-of Way Line; thence continue North 00° 50' 07" East, 76.48 feet to a concrete monument on the aforesaid South Boundary Line; thence North 89° 13' 02" West, along said South boundary Line, 870.00 feet to a concrete monumnet; thence North 00° 40' 54" East, 1,275.97 feet to the POINT-OF-BEGINNING. Said Tract lying and being situate in Marion County, Florida and contains 34.39 acres more or less.

Subject to 20.00 foot Road Right-of Way as shown on said plat of Shady Hills Estates.

EXHIBIT "A-1"

LEGAL DESCRIPTION - EXHIBIT "A"

Commencing at the West 1/4 Corner of Section 14, Township 16 South, Range 21 East, and proceed South 89° 13' 28"E, along the North Boundary Line of the North 1/2 of the Southwest 1/4 of said Section 14, 332.15 feet to a concrete monument on the East Right-of-Way Line of Interstate Highway No. 75, (being 300 feet wide), said point also being the POINT-OF-BEGINNING of Tract No. 2 as described herein; thence continue South 89° 13' 28" East, along said North Boundary Line 971.87 feet to a concrete monument on the Southwesterly Right-of Way Line of County Road No. 6.5-South, (being 60 feet wide), said Right-of-Way Line being a curve, concaved Northeasterly, having a radius distance of 103.88 feet, a central angle of 58° 18' 06"; thence along the arc of said curve, 105.70 feet, through a chord bearing and distance of South 60° 36' 03" East, 101.17 feet, to a concrete monument at the POINT-OF-CURVATURE of said curve; thence South 89° 44' 36" East, along said Southerly Right-of Way Line 72.11 feet to a concrete monument; thence South 00° 40' 54" West 1275.97 feet to a concrete monument on the South Boundary Line of the aforesaid North 1/2 of the Southwest 1/4; thence North 89° 13' 02" West, along said South Boundary Line, 1132.35 feet to a concrete monument on the aforesaid East Right-of Way Line of Interstate Highway No. 75; thence North 00° 39' 58" East, along said East Right-of Way Line, 1323.64 feet to the POINT-OF-BEGINNING said Tract No. 2 lying and being situate in Marion County, Florida and contains 34.27 acres more or less.

Also including lots 50, 51, 52, and 53, Block A of Shady Hills Estates, an unrecorded Subdivision, registered with Marion County unrecorded Plat Book at Page 265 and being more particularly described in Official Records Book 604 Page 78 of the Public Records of Marion County, Florida.

EXHIBIT "A-2"

## AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS - SHADY AIRPORT

KNOW ALL MEN BY THESE PRESENTS, that SHADY INTERNATIONAL AIRPORT, INC. HOMEOWNERS ASSOCIATION, which the original Declarations of Restrictions, Covenants and Conditions relating to SHADY AIRPORT were imposed, hereby restate said Declarations of Restrictions to include certain amendments as hereinafter set forth, which Restrictions shall be administered and enforced by SHADY INTERNATIONAL AIRPORT, INC., a Florida Corporation, commencing November 1 1997.

1. The real property involved is described in EXHIBIT "A" attached hereto.
2. No lot shall be used for any purpose other than single-family residential purposes, or for the location thereon of airplane hangars in accordance with the later provisions of these restrictions. No residences constructed on any lot shall be other than permanent.
3. All lots shall be divided according to county rules and regulations.
4. No residence shall be constructed upon any lot having less than 1,600 square feet of heated living area, exclusive of porches, garages, automobile shelters and airplane hangars with the exception of guest homes or apartments located within the walls of a hangar.
5. No building or any part thereof, including garages, porches, or airplane hangars shall be erected on any lot closer than one hundred feet (100') from the runway line, or closer than twenty five feet (25') from any property lot line. However, where a single building is constructed on two or more adjoining lots, the side, front and rear lot lines shall refer only to the lot lines bordering an adjoining property owner.
6. No lot shall be used for any commercial purposes other than the following allowable commercial purposes:
  - A. The present commercial use by GIDAIR, INC.
  - B. In-home type businesses.
7. No commercial sale of gas or aviation fuel permitted.
8. All owners shall recognize the runway easement as a hazardous area and shall take all precautions to restrict their children or the children of their guests to their property by taking whatever precautions as may be reasonable and necessary including the construction of a three or four board ranch style fence. It shall further be understood that the responsibility for keeping children, guests, animals or any other obstructions clear of the runway area shall be borne by the lot owner.
9. The erection of signs by individual lot owners is expressly prohibited, except that a lot owner may display on the owner's property a name and address sign referring to the premises upon which displayed. This restriction shall not, however, prohibit the placement of "For Sale" or "For Rent" signs, provided that such signs shall not have a square footage of greater than twelve (12) square feet.
10. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to any lot owner.
11. No owner shall dump trash, cans or garbage on any lot, and each lot owner shall maintain each lot in a clean and sightly condition. All garbage or trash must be maintained in closed containers.
12. All structures located upon lots must be permanent structures, and no mobile homes or modular homes shall be constructed or placed upon any lot.
13. No structure may be moved upon any lot or tract, and any construction of any structure upon any lot must be completed within one (1) year from the date construction has commenced.
14. In order to maintain the runway, each owner is subjected to an assessment and shall be secured by a lien in favor of SHADY INTERNATIONAL AIRPORT, INC., who shall operate and manage the airstrip. Such assessment shall consist of a proportionate share of insurance, taxes, maintenance, and the operation expenses of the runway. Such liens may be recorded after thirty (30) days from the date such assessment becomes due. Property owners who allow non-owners to base aircraft for a period greater than 15 days shall be subject to an additional assessment equal to the current monthly assessment for each aircraft.
15. All lot owners agree to be bound by and to abide by the terms of any and all provisions of any insurance policies upon the common taxi-ways, easements, runways, and other common areas. The runway facilities shall be used only by lot owners or their invited guests.
16. SHADY INTERNATIONAL AIRPORT, INC. and the subdivision owners agree that SHADY INTERNATIONAL AIRPORT, INC. reserves the right to make any restrictions relative to the health and safety of the airport users and it shall be understood that all applicable county, state and federal regulations in force shall be adhered to.
17. No wires, antenna aerials, equipment or building shall be installed upon the exterior of any building at a height of more than fifty feet (50') from ground level within two hundred fifty feet (250') of the runway.
18. No aircraft or motor vehicles shall be parked on any of the common taxi-ways or runway. No motor vehicles shall be operated on the runway area.
19. Owner or lessee, may base aircraft on any lot. Non-owner aircraft are limited to one per lot. Two (2) hangars per lot.
20. Lot owners shall have the right to tie an aircraft outside of a hangar if it is "in current license." Failure to keep such outside aircraft in current license shall constitute a nuisance which may be abated by removal of the aircraft at the cost of the owner.
21. No junk motor vehicles or other motor vehicles without a current license tag shall be permitted, and failure to comply with this paragraph shall constitute a nuisance which may be abated by the removal of the vehicles at the cost of the owner.
22. It is the intent of the lot owners that this shall be a residential community and that no hangars or residences shall be constructed that do not conform to the standards established in the community both in terms of design, strength and type of construction.

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 12/12/2006 10:28:41 AM

FILE #: 2006194663 OR BK 04651 PGS 1155-1157

RECORDING FEES 27.00



RETURN TO: JAMES S. EISTER  
3555 SW 87th PL.  
OCALA FL 34476



23. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner. Failure to comply with this paragraph shall constitute a nuisance which may be abated by any of the remedies otherwise set out herein.

24. Flight instruction shall be permitted on the runway facilities for property owners and immediate family only. No touch and go's.

25. Shady International Airport, Inc. is to control the use of the runways and may prohibit the use of the runway by any aircraft that may be deemed unsafe to either the life or health of any person or the condition and maintenance of the field by virtue of its size, design, state of repair or manner of operation.

26. These restrictions shall run with the title to the land regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed and shall be binding upon the owners and all persons claiming under them and are for the benefit of all of the owners of land in the subdivision of which this land is a parcel.

27. Invalidation of any restriction herein set forth by order of any Court shall in no way affect any other restriction but all other restrictions shall remain in full force and effect.

28. In the event any person claiming under owner shall violate or attempt to violate any restriction contained herein, any owner of a lot within the property encumbered by these restrictions may have the right to recover damages at law for such violation in equity, and in either event the said violators or any person claiming under him, shall pay all the costs of such proceedings, including reasonable attorney's fees for the Plaintiff's attorney.

29. These restrictions shall continue in full force and effect until the airport runway to which the restricted real property is adjacent shall permanently cease to be used as an airport runway.

30. Ownership of land contiguous to Shady International Airport (except that property which is contiguous to the east 1,473 feet of the south boundary of said airstrip) shall have the use of the runway designated as Shady International Airport, so long as said property owners are in full compliance with these restrictions.

31. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, may be waived, terminated or modified with the written consent of the majority of the owners, each property owner shall have one vote. No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the Office of the Clerk of the Circuit Court for the County of Marion, State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 6<sup>th</sup> day of December 2006

Signed, sealed and delivered  
in the presence of:

Shady International Airport INC., a Florida Corporation

By: [Signature] (SEAL)  
Its President

(corporate seal)

Attest: [Signature]  
Attest: [Signature]

ACKNOWLEDGMENT OF

AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
SHADY AIRPORT

WITNESSES:

[Signature]  
Signature

Teresa Torres  
Print Name

[Signature]  
Signature

Christa Genovese  
Print Name

PRESIDENT:

[Signature]  
David B. Keith, President  
Shady International Airport, Inc.

STATE OF FLORIDA )  
COUNTY OF MARION )

The foregoing instrument was acknowledged before me this 6 day of December, 2006 by David B. Keith, President of Shady International Airport, Inc.  
He is ( ) personally known to me, (  ) has produced [Signature]  
as identification.

[Signature]  
Notary Public  
Teresa Torres  
Print Name

My Commission Expires

