

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR LAKE CITY AIRPARK**

KNOW ALL MEN BY THESE PRESENTS: That this Amended and Restated Declaration of Covenants and Restrictions, entered this \_\_\_\_ day of \_\_\_\_\_, 2010, is made and entered into unanimously by and among the members of the LAKE CITY AIRPARK LOT OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the Owners.

**WITNESSETH**

WHEREAS, the Owners are all of the owners of certain real property consisting of the various Lots located in the Lake City Airpark in Columbia County, Florida, which is more particularly described on Exhibit "A" attached hereto,

NOW, THEREFORE, the Owners hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1.

"Amended and Restated Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this document, as may from time to time be amended.

Section 2.

"Association" shall mean and refer to LAKE CITY AIRPARK LOT OWNERS ASSOCIATION, INC., its successors and assigns .

Section 3.

"Declarant" shall mean and refer to LAKE CITY AIRPARK LOT OWNERS ASSOCIATION, INC., a Florida corporation, its assigns, or any successor or assignee to all or substantially all of its interest in the Lake City Airpark subdivision joined by each and every Owner of all Lots within the subdivision.

Section 4.

"Development" or "Subdivision" shall mean those tracts or parcels of land described in Exhibit A together with all improvements thereon.

Section 5.

“Plat” shall mean and refer to that Plat of the LAKE CITY AIR PARK as recorded in Plat Book 5, page 10, of the Public Records of Columbia County, Florida.

Section 6.

“Common Area” shall mean and refer to the area of land shown on a Plat as Common Area and any land acquired by the Association, whether fee simple or some lesser interest, for the use and enjoyment of Owners. Common Area presently includes the air strip and roadway which are owned by the Association pursuant to a deed recorded September 25, 1997 at Book 846, Page 705 of the Public Records of Columbia County, Florida. There shall be no judicial partition of existing or future Common Area nor shall Declarant, any Owner or any other person or entity acquiring any interest in the Development or any part thereof seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

Section 7.

“Living Unit” shall mean and refer to any portion of a structure situated upon a Lot designed and intended for use and occupancy as a residence by a single family.

Section 8.

“Lot” shall mean and refer to any plot or parcel of land shown or designated as a Lot upon the Plat.

Section 9.

“Owner” shall mean and refer to the recorded Owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of any obligation.

Section 10.

“Air Strip” shall mean that portion of the Common Area designated for operation, takeoff, and landing of civil aircraft.

Section 11.

“Access Roads” or “Taxiways” shall mean those rights-of-way radiating from the Air Strip or otherwise as shown on the Plat for the purpose of providing access for civil aircraft to and from the Air Strip and adjoining facilities. Aviation Drive and Cirrus Drive are Access Roads or Taxiways.

Section 12.

“Surface Water Management System” means a Surface Water or Storm Water Management system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporated methods to collect, convey, store, absorb, inhibit, treat, use, or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

**ARTICLE II**  
**PURPOSE**

Section 1. Subdivision is an Air Park.

The Lots and Common Area subject to this Amended and Restated Declaration constitute a restricted subdivision that includes an Air Strip for private civil aircraft in a residential community with aircraft-related activities. The purpose of these covenants, conditions and restrictions is to enhance and protect the value, attractiveness and desirability of the subdivision as a private civil air park, and to ensure the proper marking and maintenance of the airstrip for the common benefit of the members and Owners. This purpose may not be changed without a full, unanimous, unambiguous vote of the Owners to make such a change. The real property which is and shall be held, transferred, sold, conveyed, and occupied and used subject to this Amended and Restated Declaration is located in Columbia County, Florida and is more particularly described in Exhibit "A".

Section 2. Amendment and Restatement replaces all prior Declarations.

This Amended and Restated Declaration of Covenants and Restrictions is intended to and shall, upon recording, replace, supplant, and invalidate all prior declarations. specifically that declaration recorded at Book 450, Pages 680-685, of the Public Records of Columbia County, Florida, to the extent any prior provision of any prior declaration or amendment thereto conflicts with this Declaration. This Declaration does not invalidate, cancel, satisfy or otherwise discharge any liens of record which have been recorded by the Association against any of the Lots or Owners prior to adoption of this Declaration.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 1. Members.

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Amended and Restated Declaration is a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as Lessee or as security for the performance of an obligation. All Members of the LAKE CITY AIR PARK LOT OWNERS ASSOCIATION, INC., shall be governed and controlled by this Amended and Restated Declaration, the Amended Articles of Incorporation and the Amended By-Laws of the Association as they may be amended from time to time.

Section 2. Voting Rights.

The Association shall have one class of voting membership which shall be all Owners of Lots. There shall be one (1) vote for each Lot.

Section 3. Suspension.

Voting rights of any Member may be suspended for periods during which assessments are delinquent.

**ARTICLE IV**  
**COMMON AREA**

Section 1. Obligations of the Association.

The Association, subject to the rights of the Declarant and Owners set forth in this Amended and Restated Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), shall pay all real property ad valorem and personal property ad valorem taxes and shall keep said premises in good, clean, attractive and sanitary condition, order and repair.

**Section 2. Members' Easement of Enjoyment.**

Subject to the provisions of the Amended and Restated Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every Member shall have a right to enjoyment of the Common Area.

**Section 3. Extent of Members' Easements.**

The Members' easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;
- (b) the right of the Association to suspend the right of an Owner to use the Common Area for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use the said Common Area, for a period not to exceed sixty (60) days, for any other infraction of this Amended and Restated Declaration or the Rules and Regulations of the Association;
- (c) the right of the Association to mortgage any or all of the property constituting or the facilities constructed on the Common Area (except for the Air Strip, Access Roads and Taxiways as they now or may later exist, which may not be mortgaged) for the purposes of improvements or repair to the Common Area or facilities located therein pursuant to approval of a majority of the votes of the Members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose; however, the Directors shall have the power to approve or disapprove such mortgage by majority vote;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area (except for the Air Strip, Access Roads and Taxiways as they now or may later exist which shall not be dedicated or transferred) to any local public body, public agency, authority, utility or cable television company for such purposes and subject to such conditions as may be agreed to by a majority of the Members. No such dedication or transfer shall be effective unless an instrument signed by the appropriate Officers of the Association agreeing to such dedication or transfer, has been recorded in the Public Records of Columbia County, Florida.

(e) the right of the Association after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

#### Section 4. Delegation of Use.

Any Lot Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, or his tenants who reside on the property, subject to such general regulations as may be established from time to time by the Association.

#### Section 5. Air Strip.

The Air Strip, as it may be configured from time to time, is for the use, maintenance, enjoyment and benefit of the Members hereof.

(a) Use. All Members and their guests shall have the right to use the Air Strip, Access Roads and Taxiways for civil aircraft subject to limitations which may hereinafter be imposed by the Association and the terms, conditions, limitations and restrictions contained in this Amended and Restated Declaration of Covenants and Restrictions.

(b) Rules and Regulations. The Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Air Strip, provided that such rules and regulations shall not conflict with any provision of this Amended and Restated Declaration and provided further that such rules and regulations shall be consistent with good safety practices and with all Federal, State and local statutes, rules and regulations and ordinances with respect to civil aircraft operations on private airport facilities. The use of the Air Strip within Lake City Airpark shall also be subject to the following:

(1) No jet aircraft, with the exception of turboprops, shall be allowed the use of the Air Strip at Lake City Airpark.

(2) No aircraft shall be parked on any part of the Air Strip and all aircraft parked or left for any period of time unattended within Lots shall be securely tied down. If any aircraft is found within any Lot, not tied down and unattended, the Association or its agents may, but are not obligated to, secure it at the expense of the Owner of said aircraft.

(c) Withholding of Use. The Association shall have the right to withhold from, restrict or charge an individual assessment for the use of the Common Area, including the Air Strip to any Owner:

(1) who is in default in the payment of any assessment fee; or

(2) who, in the judgment of the Board of Directors of the Association, uses the Common Areas or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or

(3) who, in general, violates the published rules and regulations of the Association.

(4) Such individual assessments shall not exceed \$50.00 per use.

(d) Insurance. Each Lot Owner, his guests or tenants, are required to obtain and maintain reasonably sufficient aircraft personal injury and property damage insurance for the operation of civil aircraft owned or leased by such person.

#### Section 6. Access Roads and Taxiways.

Access Roads and Taxiways as shown on the Plat are for the purpose of providing access for civil aircraft to and from the Air Strip and adjoining facilities that may exist. The Association shall have the responsibility and obligation to maintain and repair Access Roads and Taxiways, the expense of which shall be paid from annual or special assessments. Access Roads and Taxiways designated on any Plat sub-dividing any of the Additional Lot shall be used by Owners in a similar fashion.

(a) Rules, Regulations and Supervision. The Association is empowered to adopt reasonable rules and regulations regarding the supervision, maintenance, control, regulation and use of the Access Roads and Taxiways, and to enforce the same in any lawful manner, but same shall be consistent with the following:

(1) Aircraft shall taxi on those areas designated as Access Roads and Taxiways only.

(2) It shall be the duty of all Owners to keep all Access Roads and Taxiways designated on the Plat at all times free and clear of children, dogs, cats, household pets, machines of every nature and description, baby carriages, bicycles, carts, signs, and any and all other items which might or could serve as obstructions or hazards or which might or could interfere with the use of such designated areas by aircraft.

(3) Access Roads and Taxiways shall not be regraded, ditched or obstructed with lights, landscaping, mailboxes, fences or any other item which might or could interfere with the use of the Taxiways by aircraft.

### **ARTICLE V** **COVENANTS FOR MAINTENANCE ASSESSMENTS**

#### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, or by joining in this Amended and Restated Declaration or by participation as and enjoyment of the benefits of being an Owner and Member, is deemed to covenant and agree to pay the Association the following: (1) annual assessments; (2) special assessments for capital improvements; and (3) individual assessments, such assessments to be established and collected as hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, as hereinafter provided, shall be a charge on each Owner's Lot and shall be a continuing lien upon the against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. All liens created under this Amended and Restated Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall be effective from and after the time of recording in the Public Records of Columbia County, Florida, of a claim of lien stating the description of the Lot, the name of the record Owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include any unpaid assessments which are due and payable to the Association, when the claim of lien is recorded together with assessments that may accrue and remain unpaid upon entry of final judgment in any legal proceeding to collect the unpaid assessments, together with interest at the highest rate allowed by law and all costs incurred and sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorneys' fees and costs. Upon full payment, the Owner shall be entitled to a recordable satisfaction of lien.

## Section 2. Annual Assessment.

(a) Purpose of Assessment. Annual assessments shall be made for the purpose of maintenance and management of property which is required by this Amended and Restated Declaration to be maintained by the Association and to operate the Association. Maintenance and management expenses shall include, but need not be limited to, the cost and expense of operation, maintenance and management of the Association, its property and the Common Areas including but not limited to the Air Strip, Access Roads and Taxiways; real and personal property ad valorem taxes and assessments against the Association's property and the Common Areas; insurance premiums for fire, windstorm and extended coverage; insurance on the Association's real property and personal property and Common Areas; premiums for public liability insurance and other insurance coverages deemed appropriate by the Association Board of Directors; legal and accounting fees; management fees; operating expenses of the Association's property, Common Areas and the Association; maintenance, repairs and replacement of the Association's property and Common Areas; charges for utilities and water used by the Association; cleaning services; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against Owners or others; and the creation of reasonable cash reserves for contingencies to protect the Owners Association, property and Common Areas; maintenance requirements; and all other expenses deemed by the Directors of the Association to be necessary and proper for the management, maintenance

and repair of its property and the Common Areas and for the operation of the Association.

(b) Basis for Assessment. The annual assessment of the Association shall be divided equally among the Owners of all the Lots subject to this Amended and Restated Declaration. Said assessment shall become due regardless of whether a Lot is improved or whether the Common Areas are used by the Owner.

(c) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors of the Association shall adopt an annual budget and fix the annual assessment upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by this Amended and Restated Declaration. Should the Association, through its directors, at any time determine that the annual assessment made is not sufficient to pay the expense, or, in the event of emergency, the Board of Directors shall have authority to levy and collect additional annual assessments to meet such needs of the Association. The Board shall set the date(s) annual assessments and additional annual assessments shall become due, but may not collect the annual assessment more than once during any 12-month period. The Board may provide for collection of assessments annually. Annual assessments may not be increased more than 30% over any five-year period unless a larger increase is approved by a 60% supermajority vote of all Owners notwithstanding quorum rules.

### Section 3. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above and subject to the limitations mentioned hereafter, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next five succeeding years for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of a majority vote of the Owners who are voting in person or by proxy at a meeting of Owners or by agreement in writing by such majority without meeting. Any special assessment or assessments within the same assessment year of more than \$250.00 per Lot shall require approval of not less than 60% of the Owners and only if the assessment exceeding \$250.00 is presented at the Annual Meeting or at a duly called and noticed Special Meeting. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All notices of special assessments from the Association to the Members shall designate when they are due and payable. Each special assessment shall be divided into equal fractional shares and each Lot Owner shall pay one such fractional share for each Lot then owned. It is the intent of this provision that the burden as well as the benefit of special assessments for capital improvements be borne by all of the Owners. All special assessments shall be at a uniform rate and shall be made equally as set forth above. Special assessments shall be collectible in such manner as the Board of Directors shall determine.

### Section 4. Individual Assessments.



Pursuant to the Association's power and authority to enforce those covenants, restrictions and regulations and the powers granted pursuant to this Amended and Restated Declaration of Covenants and Restrictions, the Board of Directors may upon reasonable notice and an opportunity for a hearing before said Board separately assess Members an individual assessment for failure to maintain his Lot in a neat and attractive condition and for other reasons as provided herein; however, such individual assessment shall not exceed \$100 or the actual cost to the Association, whichever is greater. Individual assessments are collectible in a manner determined by the Board of Directors and as provided herein.

**Section 5. Delinquent Assessments.**

If assessments are not paid within thirty (30) days of the due date, then such assessments shall be delinquent and shall bear interest from the due date at the highest rate allowed by law until paid. The Association may also bring an action at law against the Owner or Owners of any Lot personally obligated to pay the same, or to foreclose the lien against the Lot, and the Owner shall be obligated to pay all of the Association's reasonable attorneys' fees and costs incurred in connection with the collection of the assessment, whether suit be brought or not. In addition, any Owner(s) delinquent in the payment of any assessment may be denied use of any part of the Common Area and may have their voting rights suspended during such time of delinquency.

**Section 6. Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, representing a first lien on said property. No sale or transfer shall relieve any Owner from liability for any assessments that became due prior to the sale or transfer. All holders of first mortgages on Lot may, upon written request to the Association: (a) receive timely written notice of meetings of the Association; (b) inspect the financial records and similar documents at reasonable intervals during the normal business hours; (c) receive written notice of any form of condemnation, termination, abandonment, or any material amendment to the Amended and Restated Declaration, Bylaws, or Articles of Incorporation; and (d) receive timely written notice of any substantial damage or destruction to the Common Area. In the event the holder of a first mortgage shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title such shall operate to release a subordinate claim of lien of the Association. In any such lien foreclosure, the Owner shall be required to pay a reasonable rental for the Lot, and the Association shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

**Section 7. Annual Budget.**

By a majority vote of the Directors, the Board shall adopt an annual budget for each fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Amended and Restated Declaration will be met.

**Section 8. Notice and Quorum Requirements Regarding Annual and Special Assessments.**

Written notice of any meeting called by the Board of Directors for the purpose of voting on an annual assessment shall include special mention of such fact in the notice itself. Written notice of any members meeting called for the purpose of voting on a special assessment shall be sent to all

members not less than ten (10) days and no more than thirty (30) days in advance of such meeting and shall include special mention of the intention to vote on a special assessment. Members who were not present in person or by proxy may give their assent to the special assessment in writing within thirty (30) days after the date of the meeting, provided that such assents following the meeting may not be used for purposes of establishing a quorum. A quorum shall consist of not less than eleven votes or proxies.

## **ARTICLE VI**

### **ARCHITECTURAL CONTROL**

#### **Section 1. LAKE CITY AIRPARK ARCHITECTURAL CONTROL COMMITTEE.**

The LAKE CITY AIRPARK ARCHITECTURAL CONTROL COMMITTEE (hereinafter referred to as the "ACC") shall consist of three (3) persons. All members of the ACC shall be appointed by the Board of Directors.

#### **Section 2. Purpose.**

The ACC shall regulate the external design, appearance, use, location and maintenance of improvements within the subdivision so as to, in ACC's sole judgment, best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

#### **Section 3. Conditions and Restrictions.**

(a) No improvements, additions, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee subsequent to this Declaration shall be made or done without the prior approval of the ACC, except as otherwise expressly provided in this Amended and Restated Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, or improved, altered, made or done, nor shall any exterior addition, change or alteration, including replanting, antennas, clotheslines or other external attachments be made until environmental and utility permits and approvals necessary for the improvements have been obtained and the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the improvements have been submitted to and approved in writing by the Architectural Control Committee.

(b) No clearing, grading, building, fence or other structure shall be erected, placed or altered on any Lot until the proposed building plans, specifications, exterior color and/or finish, plot plan showing the proposed location of such buildings or structure, drives and parking areas, and construction schedule shall have been approved in writing by the ACC, its successors or assigns. Refusal or approval of plans, locations or specifications may be based by the ACC upon any reason, including purely aesthetic conditions which, in the sole discretion of the ACC, shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by

the ACC. One (1) copy of all plans and related data shall be furnished to the ACC for its records.

(c) Every garage, hangar, outbuilding, or other detached structure on any Lot shall be constructed of like materials to the primary dwelling unit on said Lot and shall be of like construction so as to ensure aesthetic harmony with the primary dwelling unit. The ACC shall have authority to deny construction of any structure which does not comply, in the sole discretion of the ACC, with this provision.

Any Owner who has suffered damage to his Living Unit by reason of fire or any other casualty may apply to the Architectural Control Committee for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be in writing together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and end result thereof. The Architectural Control Committee shall grant approval only if the design proposed by the Owner would result in a finished Living Unit of exterior design harmonious with other Living Units in the Development.

#### Section 4. Enforcement.

(a) The provisions of this Amended and Restated Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development. Enforcement of these covenants and restrictions shall be by the Association by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby. Any person(s) violating or attempting to violate any of the covenants and restrictions contained herein shall be obligated to pay to the Association all of the Association's reasonable attorneys' fees and cost incurred, which sums shall be secured by a lien against any Lot owned by said person(s). The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) Lot grounds (whether vacant or occupied) shall be maintained in a neat and attractive condition. Lots shall be mowed up to the paved roadway or taxiway. Upon the failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Association, or its authorized agents or successors and assigns may, after ten (10) days notice to such Owner, enter upon such Lot and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its

judgment, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above, the cost of which may be assessed as an individual assessment. The liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Lot, enforceable by the Association by any appropriate proceeding at law or in equity. Although notice given as hereinabove provided shall be sufficient to give the ACC or its designated committee, or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. Said permanent charge and lien shall be subordinate to the lien of any first mortgage and shall secure the Association's attorneys' fees and costs. It shall be foreclosable as provided in Article V.

(d) There shall be a ten-foot (10') setback from the lot line for any shrub, tree, or manmade structure. This setback shall not apply to manmade structures erected prior to February 22, 2010.

(e) Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(f) The failure of the ACC to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the ACC of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ACC.

(g) Zoning regulations, if any, applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions, and the restrictions of this Amended and Restated Declaration, the more restrictive provisions shall apply.

#### Section 5. Proviso.

In the event the ACC fails to approve or disapprove a request within thirty (30) days after request to do so, approval will be deemed to have been given and compliance with the terms hereof conclusively presumed unless within such thirty (30) day period or any extension thereof, the ACC notifies the Owner requesting approval that additional time to consider the request is required and specifying the date the ACC expects to be able to respond, which shall not be later than thirty (30) days from the ACC notice to Owner. The applicant may appeal an adverse ACC decision to the Board of Directors who may reverse or modify such decision by a majority vote of the Directors.

**ARTICLE VII**  
**USE OF PROPERTY**

Section 1. Protective Covenants.

(a) Residential Use. Lots shall be used and improved exclusively for single-family residential use only. Nothing herein shall be deemed to prevent the Owner from leasing his Lot or Living Unit to a single family, subject to all of the provisions of the Amended and Restated Declaration. Only whole Lots may be leased.

(b) Nuisances. No Nuisance shall be permitted to exist or operate upon any property in the Development so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) Restrictions on Further Subdivision. Except as otherwise provided, no Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by an Owner. This provision shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions.

(1) Owners within the Development are hereby restricted from taking any action to interfere with the passage of aircraft in and through the air space above the Development and with Members' use and enjoyment of the Lake City Airpark Development.

(2) Unless specifically excepted by the ACC for reasons of personal hardship, all one-family residences shall have a ground floor minimum area of 1,400 square feet in the case of one-story dwellings, and a minimum total floor area of 2,000 square feet and a ground floor minimum of 1,400 square feet in the case of one and one-half or two-story structures, exclusive of garages, porches and terraces; provided however that a hangar may be counted as part of the ground floor minimum area where an ACC approved hangar is attached to a residence in a manner creating a uniform and attractive profile and appearance for the residence. Unless specifically excepted by the ACC, each residence shall have a fully-enclosed, two-car garage.

(3) Except as approved by the ACC for reasonable periods of construction, no temporary house, shack, mobile home or tent shall be erected upon any Lot. No temporary or permanent storage building, barn, hangar or other out-building shall be used for residential purposes.

(4) No tourist courts, overnight cabins or rental units shall be constructed on any Lot.

(5) Whenever buildings erected on any Lot are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units other than decorative masonry block approved by ACC, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco approved by the ACC or other material approved by the ACC.

(6) No building shall exceed the height of 35 feet.

(7) No Lot parcel shall be used as a dumping ground for rubbish, trash, or garbage. No obnoxious or offensive activities shall be carried on upon any Lot nor shall anything be done, thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be contained within an enclosure, except as may be actually required for collection purposes. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the ACC.

(8) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area. However, dogs, cats and other household pets may be kept subject to such rules and regulations as may be adopted by the ACC.

(9) No fence, wall, hedge or shrub planting shall be permitted on any Lot, except as may be approved by the ACC.

(10) No signs of any type shall be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot without the written permission of the ACC and the ACC shall have the right in its sole discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

(11) No clothing, laundry or wash shall be aired or dried on any front portion of the Lots. Drying areas will be permitted only in locations approved by the ACC.

(12) There shall be not more than one name plate on each Lot. The name plat shall be neat and appropriate to the surrounding improvements and the form of name plate shall be subject to the prior approval of the ACC.

(13) One or more hospitality light standards, of a design approved by the ACC, may be located within the front yard of any Owner's Lot.

(14) Flag poles are permitted, provided the pole is not more than fifteen (15) feet in height, unless otherwise approved by the ACC.

(15) Nothing shall be done or kept on an Owner's Lot which would increase the rate of insurance relating thereto without the prior written consent of the Board of Directors of the Association and no Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on his Lot or on any part of the Common Area or which would be in violation of any law.

(16) All electrical lines and telephone lines shall be run underground.

(17) Each Lot adjoining the taxiway rights-of-way may have a hangar for the storage of private aircraft. Such hangar, if constructed, must be of like materials and be compatible with the adjoining dwelling unit and will be subject to ACC architectural approval.

(18) Owners and occupants of Living Units shall not as a matter of course park owned or controlled motor vehicles on adjacent roads and streets or otherwise than in garage space or off-street parking. Aircraft shall be hangared or tied down as required in ARTICLE IV, Section 5 (b)(2).

(19) No house or other building, including hangars, shall be constructed within ten (10) feet of the nearest edge of any roadway or taxiway adjoining any Lot.

(20) No Owner shall alter, construct on, or remove anything from the Common Area except on the written consent of the Association.

(21) No window air conditioning unit shall be installed without the consent of the ACC.

(22) The ACC shall adopt general rules to implement the purposes set forth in Article VI, Section 2 and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation. Such general rules may be adopted or amended by a majority vote of the ACC, following a regular or special meeting for which due notice has been provided, and provided such are approved by an affirmative vote of a majority of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the rules and regulations of the Association. The rules of the ACC shall not contravene any provision of this Amended and Restated Declaration, the Articles of Incorporation or By-Laws of LAKE CITY AIRPARK LOT OWNERS ASSOCIATION, INC.

(e) Exceptions. The ACC may issue temporary permits to except any prohibitions expressed or implied by this section, provided the ACC can show good cause for doing so.

**Section 2. Maintenance of Lot.**

Each Owner shall keep all of the Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the premises and the improvements thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approved by a majority vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an individual assessment upon such Lot.

**Section 3. Alteration and Improvement of Common Area.**

Except as provided below, there shall be no substantial alteration nor further substantial improvement of the real property constituting the Common Area without prior approval of not less than a majority of the Owners.

**Section 4. Aircraft Run-up.**

All aircraft shall have the right-of-way when taxiing on the Access Roads and Taxiways. Aircraft shall "run-up" only in areas designated by the Association Board of Directors. But in any event the run-up shall not be done in such a manner such as to cause inconvenience or damage to the property of others. In any event, neither low-level flying stunts nor other hazardous activities will be permitted about the Development. Each Owner is required to strictly observe all Federal, State and Local Statutes, Regulations or Ordinances relative to the operation of civil aircraft.

**ARTICLE VIII**

**OWNER'S OBLIGATION TO REPAIR**

Section 1. Subject to the provisions of Article VII, each Owner shall at his sole cost and expense, repair his Living Unit, keeping the same in a condition comparable to the condition of such Living Unit at the time of its initial construction, excepting only normal wear and tear.

Section 2. The exterior perimeter of the subdivision has been fenced to keep the public from the subdivision and airstrip. Each Owner of any Lot adjacent to lands not a part of the subdivision shall maintain that portion of the fence situated along the boundary between said Owner's Lot and those lands not a part of the subdivision. If said fence is removed or destroyed, it shall be the Owner's obligation to replace or repair same so as to maintain a full perimeter fence around the subdivision.

**ARTICLE IX**

**OWNER'S OBLIGATION TO REBUILD**

Section 1. If all or any portion of a Living Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such Living Unit in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within ninety (90) days



after the damage occurs, and shall be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of the Owner.

## **ARTICLE X**

### **PROPERTY OWNERS ASSOCIATION**

#### **Section 1. Membership.**

Every Lot Owner shall be a Member of LAKE CITY AIRPARK LOT OWNERS ASSOCIATION, INC., a Florida corporation not for profit, and shall be entitled to all of the benefits of Membership in said Association, and such Owner and his Lot shall be burdened by all obligations and responsibilities of membership in the Association and the Covenants, Restrictions and Conditions of the Amended and Restated Declaration.

## **ARTICLE XI**

### **SURFACE WATER MANAGEMENT**

#### **Section 1. Duties of Association and Owners.**

The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules.

#### **Section 2. Maintenance Defined.**

Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

#### **Section 3. Amendment.**

Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

#### **Section 4. Assessments.**

Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

#### **Section 5. Special Assessments.**

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the

Association. Special assessments shall be due and payable as provided elsewhere in this declaration.

**Section 6. Delinquent Assessments.**

Any assessment not paid within the time limitations provided above for payment of special assessments shall be delinquent, and shall bear interest at the maximum rate permitted by law until paid in full. The Association shall have the right to file a lien in the public records of Columbia County, Florida to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

**Section 7. Enforcement.**

The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the district bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Columbia County, Florida for any such attorneys' fees and costs awarded to the District by any court or administrative body.

**ARTICLE XII**  
**GENERAL PROVISIONS**

**Section 1. Covenants Run with Land.**

The covenants and restrictions of this Amended and Restated Declaration and any duly adopted and recorded amendment shall run with the land in perpetuity and shall be binding on all parties and persons claiming under them.

**Section 2. Amendment.**

This Amended and Restated Declaration may be modified, altered, or amended at any time by instruments in writing, recorded in the Public Records of Columbia County, Florida, and approved unanimously by each and every of the then-record Owners.

**Section 3. Liability.**

Neither the Association nor any Owner (merely because of his status as such Owner) shall have any responsibility or liability of any kind or nature whatsoever to anyone for loss or damage to any person, structure, property or aircraft due to theft, vandalism, windstorm, tornadoes, negligence of the Owner or user of any aircraft, fire, acts of God or other perils.

**Section 4. Severability.**

If any part hereof is determined to be unenforceable in a court of law, that part shall be severed from this Declaration and the remainder shall remain separately enforceable as otherwise set forth or as provided by Florida law.

**Section 5. Entire Agreement.**

This Declaration reflects an agreement by and among all the Owners of record of Lots in the Subdivision. To the extent this Declaration does not provide for remedies, recourse, or relief otherwise available pursuant to Chapter 720, Florida Statutes, said remedies, recourse, and relief are specifically saved by this provision. Where this Declaration conflicts with the provisions of Chapter 720, this Declaration shall be construed as controlling.

**Section 6. Enforcement.**

The Association shall have the right to enforce the provisions contained in these Covenants and Restrictions which relate to any obligation of any Owner or Owners whose conduct or lack of action results in a violation of any of the covenants or restrictions set forth herein. All disputes, whether initiated by an Owner, a group of Owners, or the Association, shall first be referred to mediation. If Mediation fails, disputes shall be referred to binding Arbitration. It shall not be necessary that any Owner complain of a lack of compliance as a prerequisite to the Association seeking enforcement, however, the Association's decision to proceed with any action for enforcement must follow a duly noticed regular or special meeting and a vote of a majority of a quorum of the membership. Should the Association bring proceedings of any kind to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that any Owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the Association shall be entitled to an award of attorneys' fees and costs incurred by the Association in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The Association shall have the right to file a lien in the public records of Columbia County, Florida for any such attorneys' fees and costs awarded to the Association by any court or administrative body.

Executed and submitted for recording this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Approved and adopted by the undersigned owner or owners of Lot 1, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNERS, LOT 1

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_, Trustee of  
the Roger A. and Marian R. Dick Trust

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
MARLOW J. SKINNER

\_\_\_\_\_  
JANE C. SKINNER

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

I, the undersigned Notary Public, do certify that \_\_\_\_\_, as Trustee of the Roger A. and Marian R. Dick Trust, appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

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

I, the undersigned Notary Public, do certify that MARLOW J. SKINNER and JANE C. SKINNER each appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 2, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 2

\_\_\_\_\_

ARDETH G. PARMER

Print Name

\_\_\_\_\_

Print Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do certify that ARDETH G. PARMER appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 3, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 3

\_\_\_\_\_

\_\_\_\_\_  
WILLIAM B. WATKINS

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
PATRICIA S. WATKINS

\_\_\_\_\_

\_\_\_\_\_  
Print Name

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

I, the undersigned Notary Public, do certify that WILLIAM B. WATKINS and PATRICIA S. WATKINS appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 4, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 4

\_\_\_\_\_

\_\_\_\_\_  
DONALD W. BAGGETT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
JULIS ELAINE BAGGETT

\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do certify that DONALD W. BAGGETT and JULIS ELAINE BAGGETT appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 5 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 5

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NICHOLAS D. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
IRENE O. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

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

I, the undersigned Notary Public, do certify that NICHOLAS D. CARNEVALE and IRENE O. CARNEVALE, as Co-trustees of the CARNEVALE FAMILY LIVING TRUST, appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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



Approved and adopted by the undersigned owner or owners of Lot 6 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 6

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NICHOLAS D. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
IRENE O. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

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

I, the undersigned Notary Public, do certify that NICHOLAS D. CARNEVALE and IRENE O. CARNEVALE, as Co-trustees of the CARNEVALE FAMILY LIVING TRUST, appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 7 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 7

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
RALPH J. GJOEN

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
BEVERLY I. GJOEN

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

I, the undersigned Notary Public, do certify that RALPH J. GJOEN and BEVERLY I. GJOEN appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 8 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 8

\_\_\_\_\_

\_\_\_\_\_

RALPH J. GJOEN

Print Name

\_\_\_\_\_

\_\_\_\_\_

BEVERLY I. GJOEN

Print Name

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

I, the undersigned Notary Public, do certify that RALPH J. GJOEN and BEVERLY I. GJOEN appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 9 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 9

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
MICHAEL C. LEONARD

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
DEBORAH LEONARD

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

I, the undersigned Notary Public, do certify that MICHAEL C. LEONARD and DEBORAH LEONARD appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 10 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 10

\_\_\_\_\_

\_\_\_\_\_  
BARBARA L. DURHAM

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do certify that BARBARA L. DURHAM appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 11 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 11

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_, as Personal  
Representative of the Estate of  
Ed Tilton

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

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

I, the undersigned Notary Public, do certify that \_\_\_\_\_ appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 12 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 12

\_\_\_\_\_

\_\_\_\_\_  
WILLIAM C. DANNECKER

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
JEAN D. DANNECKER

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do certify that WILLIAM C. DANNECKER and JEAN D. DANNECKER appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 13 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 13

\_\_\_\_\_

\_\_\_\_\_  
JOAN A. LEROY

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do certify that JOAN A. LEROY appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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



Approved and adopted by the undersigned owner or owners of Lot 14 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 14

\_\_\_\_\_

\_\_\_\_\_  
JOAN A. LEROY

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do certify that JOAN A. LEROY appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 15 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 15

\_\_\_\_\_

JOAN A. LEROY

Print Name

\_\_\_\_\_

Print Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do certify that JOAN A. LEROY appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that he or she did take an oath, and that he or she presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 16 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 16

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
JOAN L. SCHIMPF, as Co-trustee of  
the CREDIT SHELTER TRUST

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
MARK T. SCHIMPF, as Co-trustee of  
the CREDIT SHELTER TRUST

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

I, the undersigned Notary Public, do certify that JOAN L. SCHIMPF and MARK T. SCHIMPF, as Co-trustees of the CREDIT SHELTER TRUST appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 17 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 17

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NICHOLAS D. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
IRENE O. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

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

I, the undersigned Notary Public, do certify that NICHOLAS D. CARNEVALE and IRENE O. CARNEVALE, as Co-trustees of the CARNEVALE FAMILY LIVING TRUST, appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 18 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 18

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NICHOLAS D. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
IRENE O. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

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

I, the undersigned Notary Public, do certify that NICHOLAS D. CARNEVALE and IRENE O. CARNEVALE, as Co-trustees of the CARNEVALE FAMILY LIVING TRUST, appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved and adopted by the undersigned owner or owners of Lot 19 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES

OWNER, LOT 19

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NICHOLAS D. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
IRENE O. CARNEVALE,  
as Co-trustee of the  
CARNEVALE FAMILY LIVING TRUST

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

I, the undersigned Notary Public, do certify that NICHOLAS D. CARNEVALE and IRENE O. CARNEVALE, as Co-trustees of the CARNEVALE FAMILY LIVING TRUST, appeared before me personally and signed this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE CITY AIRPARK, that they did take an oath, and that they presented \_\_\_\_\_ as identification or are personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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