

## DECLARATIONS OF RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DOUBLE D. CONSTRUCTION, INC., A corporation existing under the laws of the State of Florida, having its principal place of business in Volusia County, State of Florida, and Raymond Fow are the owners of the following described property known as Lafayette Landings, which is located in Volusia County, Florida and more fully described as:

North ½ of Northwest ¼ of the Northeast ¼ and lots 1, 2, and 7, sections 26, Township 15 South, Range 30 East.

WHEREAS, FOR the benefit and protection of the present owners and for the benefit and protection of those who in the future may own any part of parts of said property, and to maintain the standards and ensure the continuation of the property herein set forth.

NOW, THEREFORE, in consideration of the premises and in order to maintain the property as a residential airpark, the owners of the above-described real property do hereby declare that the use of all of said property is now and shall hereafter be only in conformity to the restrictions hereinafter set forth, which restrictions shall be binding on the owners, their heirs, devisees, successors and assigns, and any and all person, partnerships, firms, corporations and other entities who may in the future own any right title or interest in and to any part or parts of said property, running to, with and for the benefit of the land and of each purchaser of any part of said property, and said restriction are intent to and shall extend to any be binding on the undersigned owners, all future owners, and on their heirs, devisees, successors, grantees, personal representatives and administrators and assigns of the undersigned owners and all future owners of any interest in and part or parts of said real property and which restrictions are as follows:

1. No lot embraced on said plat shall be used for any other than single family residences purposes. All residences constructed thereon shall be permanent.

~~2. Two or more lots used as one building site shall be construed as one single lot. Any subdivision of an individual lot must have county and local ordinance approval and must comply with single family residences only.~~

~~3.~~ 2. No residence or other building shall be erected, placed or altered on any lots until the construction plans and specification and a plan showing the location of the structure have been submitted to and approved by the architectural committee of Lafayette Landings, Inc. as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations.

~~4.~~ 3. No building, ~~fence~~ or other structure shall be commenced, erected, ~~maintained or altered~~ on any of the lots or tracts unless same shall first have been submitted to and approved in writing by the Board of Directors of the corporation, to consist of ~~no less than three nor more than~~ five lot owners. However, if such Committee is not in existence or fails to approve or disapprove such designs, plan and/or specifications within 60 days, after the same has been submitted to said Committee, then approval will not be required, provided the design

and location on the lot conform to and are in harmony with existing structures in the subdivision.

5.4. All owners of land in said Lafayette Landings shall be governed and abide by the Articles of Incorporation and the Bylaws of Lafayette Landings Property Owners Association, Inc. All owners of a lot in the said Lafayette Landings shall be a member of Lafayette Landings Property Owners Association, Inc.

6.5. No residence shall be erected, placed or permitted to remain on said lands or any part or parts of thereof which covers less than 1600 square feet, exclusive of porches, garages, and airplane and automobile shelters.

7.6. No building, or and part thereof, including garages, porches, airplane hangars, shall be erected on any lot closer than 75 feet from the front lot line, 15 feet from the side lot lines, and 15 feet from the rear lot line, however, where a single building is constructed on two or more lots, the side, front and rear lot lines shall refer only to the lot lines bordering on the adjoining property owners.

8.7. All utilities including sewer, telephone and electrical shall be installed underground.

9.8. Commercial breeding or feeding cattle, sheep, goats, hogs, or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of commercial livery or boarding stable for horses, or a riding academy, and the keeping of any hogs ~~or,~~ milk cow, ~~or chickens~~ are strictly prohibited. It is understood, however, that keeping of a reasonable numbers of domestic animals for family pleasure; being limited to dogs, cats, fowls, goats, chickens and horses, provided that said horse and fowls must be restrained by fence or other appropriate protective restraint, and all such animals must be stabled at the farthest possible point from adjoining property, and all appropriate measures must be taken by the lot owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Owners are prohibited from permitting and animals on ~~taxiways or~~ runways.

10.9. All lot owners must take all precautions to prohibit their children and the children of their guests from inappropriate use of the runways and taxiways.

~~11.—The erection of signs by individual property owners is expressly prohibited except that the owner may display on his or her property a name and address sign referring only to the premises on which displayed. However, nothing contained herein shall precluded the corporation from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities.~~

~~12.—No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.~~

13.10. No purchaser shall dump trash, cans or garbage on any lot (whether owned by such purchaser or not), or easement in said property, and each purchaser, his or her heirs or assigns will maintain each tract own by them in a clean and sightly conditions.

~~14.—No structure shall be moved upon any lot or tract, unless approved by the architectural review committee, in writing, and any structure started on this property must be completed insofar as the exterior finish is concerned with in one year from the start of construction. Said structural approval shall be void if not started within three years.~~

15.11. All hangars must be approved by the corporation in the same manner as the other structures.

12.

~~16. — The hangar may be built before the home is built, but when so done, the home must be started within 3 years from the date of construction is started on the hangar. A house must be the first structure built upon the lot.~~ The hangar and the house on any one lot shall be compatible architecturally to each other so that they are esthetic matches.

17-13. Nothing herein contained shall be construed as preventing Lafayette Landings Property Owners Association, Inc. or its assigns from erecting and maintain facilities of a recreational runways, taxiways, and easements.

18-14. No wires, antenna aerals or other equipment shall be installed upon the exterior of any building at a height of more than 50 feet from ground level.

19-15. No motor vehicle shall at any time be parked or operated on any of the taxiways or runways, except when said vehicle is used in the normal operation of the airstrip. The violation of this paragraph shall constitute a nuisance.

20-16. No junk motor vehicles ~~or other motor vehicles without 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 motor vehicle at the cost of the owner.

21-17. No part or parts of said land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

22-18. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulation by the owners that is visible from the right of way.

23-19. If the owners of any of these lots or their assigns shall violate any of the restrictions herein set out, it shall be lawful for any other person owning real property in this airpark to prosecute and proceedings at law or in equity against the person violating any of these to prevent him or her from so doing or to recover damage from such violation.

24-20. Invalidation of any of these restrictions shall in no way affect any of the other paragraphs hereof which shall remain in full force and effect.

25-21. All restriction herein set forth, shall run with the land and be in full force and effect against and binding on all owners of any interest in any or parts of said lands. These restrictions may be amended by approval of not less than 75% of the owners of said lands in good standing. The restrictions shall automatically continue in effect until the same shall be amended in the manner herein above provided or until they become void according to Florida law.

~~26. — All aircraft, airport operations and aircraft operations shall comply with Federal regulations of the United States of America.~~

27-22. Any damage caused to the common grounds, i.e., runway taxiways or roads by an individual property owner or their guests shall be the responsibility of said property owner to repair.

28-23. All fees assessed by the Lafayette Landings Homeowners Association, Inc. will be promptly paid by each lot owner and if a lot owner fails to pay said fees ~~in any one calendar years~~, said fee shall be a lien on said lot owners real property.

~~29. No landscaping, trees, fences, walls or other planting or structure shall be within forty feet of any runway.~~

24. No owner or guest shall block the road, runway or taxiway right of way.

IN WITNESS WHEREOF, said Double D Construction, Inc. has caused these presents to be signed by its President and its corporate seal to be affixed hereto and attested by its Secretary, and Ramond Fow on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.