

SECOND AMENDMENT TO RECODIFIED
RESTRICTIVE COVENANTS AND RESERVATIONS
FOR
ANTIQUERS AERODROME, INC.

ANTIQUERS AERODROME, INC., a Florida corporation (hereinafter referred to as "Corporation"), does hereby declare the present document to be a Second Amendment to the Recodified Restrictive Covenants and Reservations for ANTIQUERS AERODROME, INC. (hereinafter referred to as "Recodified Covenants"), filed of record on October 19, 1987, in Official Records Book 5453, at Page 397 through Page 410, inclusive, and the First Amendment to Recodified Restrictive Covenants and Reservations for ANTIQUERS AERODROME, INC., filed of record on May 23, 1988, in Official Records Book 5678, at Page 1296, all of the Public Records of Palm Beach County, Florida, with respect to the following described property in an unrecorded plat entitled ANTIQUERS AERODROME, a sub-division of Sections 15 and 16, Township 46 South, Range 42 East, said land comprising the following described property situate in Palm Beach County, Florida, to wit:

The NW quarter of the NW quarter and the NE quarter of the NW quarter of Section 15, Township 46 South, Range 42 East; and the south half of the NW quarter of the NE quarter and the south half of the NE quarter of the NE quarter in Section 16, Township 46 South, Range 42 East, said land lying and being situate in Palm Beach County, Florida.

The Recodified Covenants are hereby amended as follows:

Covenant #26(c) has been amended to read in its entirety as follows:

→ PLEASE RECORD AND RETURN TO:
THIS INSTRUMENT WAS PREPARED BY:
Maynard Abrams, Attorney
Abrams, Anton, Robbins, Resnick
& Schneider, P.A.
2255 Glades Road, Suite 411-E
Boca Raton, Florida 33431-7383

"26. (c) An owner intending to make a bonafide sale of his property shall give the Board of Directors of ANTIQUERS AERODROME, INC. notice of that intention together with a copy of the contract for sale including the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Board may reasonably require. At a Board meeting within thirty (30) days after receipt of the notice, the contract, and other required information, the Board must either approve or disapprove the proposed transaction. The obligations of the Board as delineated in sub-paragraphs A and B of Covenant 26(c) hereunder shall be contingent upon receipt by ANTIQUERS AERODROME, INC. of payment in full by the owner of the subject lot of any then outstanding fees for maintenance, taxes and assessments and shall be contingent upon correction by said lot owner of the violation of Covenants, if any, which may then be existing; that is to say that, notwithstanding all other restrictions and requirements for transfer of property existing hereunder, in the case of an approved transaction the Certificate of Approval will be forthcoming only when both of the foregoing described contingencies have been met, and in the case of a disapproved transaction the forty (40) day requirement defined in sub-paragraph B of Covenant 26(c) shall commence only when both of the foregoing described contingencies have been met."

All other terms and conditions of the Recodified Covenants and any and all amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, ANTIQUERS AERODROME, INC. has set
its seal this 15th day of NOVEMBER, 1989.

Signed, sealed and delivered
in the presence of:

ANTIQUERS AERODROME, INC.,
a Florida corporation

[Signature]
[Signature]

By: [Signature]
Phillip Thomas, President

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

SWORN TO AND SUBSCRIBED before me at City of
DEERBERRY BEACH, in the County and State last aforesaid,
this 11 day of NOVEMBER, 1989.

[Signature]
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 18, 1991
BONDED THRU GENERAL INS. UND.

"OFFICIAL NOTARY SEAL"
MAYUARD ABRAMS