

RECODIFIED 2021 Tyler Street/P.O. Box 229010  
Hollywood, Florida 33022-9010  
RESTRICTIVE COVENANTS AND RESERVATIONS  
FOR  
ANTIQUERS AERODROME, INC.

ANTIQUERS AERODROME, INC., a Florida corporation, does hereby declare this document to be a recodification of all existing Restrictive Covenants and Reservations and further declares the changes, modifications and amendments herein contained to be the current, updated, complete document as of the date hereunder, incorporating all previous Restrictive Covenants and Reservations and therefore superceding and invalidating all instruments both recorded and unrecorded prior to the date of this document, as approved by the Board of Directors of the corporation and as confirmed by the membership at large at the meeting of March 1, 1987, and these Recodified Restrictive Covenants and Reservations are hereby impressed upon ANTIQUERS AERODROME, a sub-division of Sections 15 and 16, Township 46 South, Range 42 East, according to an unrecorded plat thereof prepared by John A. Grant, Jr., land surveyor, a copy of which is attached hereto and made a part hereof for identification, 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 Restrictive Covenants and Reservations hereinafter set out are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2006, at which time they shall be extended automatically for successive ten-year periods, unless by vote of the majority of the then owners of the lots shown on said plat, it is agreed

Return to:  
✓ Abrams, Anton  
✓ w/c AT3 # 26

to change them in whole or in part.

1. No lot embraced on said plat shall be used for any other than single family residence purposes. There shall not exist on any lot at any time more than one residence and one hangar, and all residences constructed thereon shall be permanent, and no lot shall be used by more than one family.

2. No building shall be constructed upon any lot having less than 2,000 square feet, exclusive of porches, garages and airplane and automobile shelters.

3. No building or any part thereof, including garages, porches, airplane hangars, shall be erected on any lot closer than 30 feet from the front lot line, 30 feet from the side lot lines, and 80 feet from the rear lot lines; 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. Whether natural or artificial, no obstructions higher than one foot above the level of the adjacent taxiway shall be permitted on the rear 40 feet of any lot for the purpose of allowing adequate wing clearance of aircraft using said taxiway. The owner of each lot does by the acceptance of a deed for said lot grant an easement and cross easement to the other lot owners of said sub-division of the airspace over the rear 40 feet of each lot for the purpose of wing clearance.

4. ANTIQUERS AERODROME, INC. reserves the right and option to install and construct or to cause to be installed or constructed in, under or upon the streets, roads and easements as shown on the plat, and within 10 feet from same, sanitary sewer lines or other utility lines together with all necessary appurtenances thereto. Upon the completion of any such installation and construction a lien shall automatically arise and is hereby created in favor of ANTIQUERS AERODROME, INC. and against each such lot for the amount chargeable to each lot, which shall be payable upon completion of such installation and

construction. Sewer lines and utility lines shall be approved by the affirmative vote of a majority of the shareholders in ANTIQUERS AERODROME, INC.

5. ANTIQUERS AERODROME, INC. reserves the right where necessary and expedient to encroach upon the boundary lines of any and all lots for the purpose of laying and maintaining the aforesaid sewerage or utility lines as otherwise set out herein.

6. No building shall be constructed on any of the aforesaid lots that does not conform to Palm Beach County Health Department regulations concerning the construction of septic tank and underground disposal systems and which does not conform to the Palm Beach County zoning ordinance.

7. Outside toilets or privies are expressly prohibited.

8. The commercial breeding or feeding of cattle, sheep, goats, hogs or poultry; the operation of a commercial dairy, dog boarding kennel or veterinary hospital; the operation of a commercial livery or boarding stable for horses, or a riding academy; and the keeping of any hog, milk cow, or chickens are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals for family pleasure which shall be limited to dogs, cats, fowls and horses, provided that all horses 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 the 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. Failure to comply with this provision shall constitute a nuisance.

9. All lot owners must take all precautions to restrict to their property their children and the children of their guests under the age of ten years by whatever precautions as may be reasonable and necessary, including the construction

of a fence if required. Failure to comply with this paragraph shall constitute a nuisance.

10. The erection of signs by individual property owners is expressly prohibited, except that the owner may display on his property a name and address sign referring only to the premises on which displayed. However, nothing contained herein shall preclude ANTIQUERS AERODROME, INC. from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities, and nothing contained herein shall prohibit any property owner from erecting a sign for the purpose of selling his property so long as such sign does not exceed 2' x 3' in size.

11. 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.

12. No purchaser shall dump trash, cans or garbage on any lot (whether owned by such purchaser or not) or easement in said subdivision, and each purchaser, his heirs or assigns will maintain each tract owned by him in a clean and sightly condition. Appropriate action may be taken by ANTIQUERS AERODROME, INC. to protect home owners where necessary.

13. (a) No buyer, or his heirs or assigns, shall at any time use as a residence, temporarily or permanently, a trailer, tent, shack, garage, barn, street car, bus or other outbuilding.

(b) Each lot, whether or not improved, must be properly maintained and mowed by the owner at his own expense in such a manner as to conform with the maintenance of the surrounding lots.

14. (a) For the purpose of assuring that the afore-said lands be developed according to the high standards intended by the owners, ANTIQUERS AERODROME, INC. reserves the power to control the buildings, structures, and other improve-



ments placed on each lot by virtue of the following, which each purchaser, by acceptance of the title to his lot, covenants and agrees to.

(b) 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 ANTIQUERS AERODROME, INC., or a Committee appointed by the Board of Directors of ANTIQUERS AERODROME, INC. to consist of no less than three nor more than five lot owners. Such approval shall not unreasonably be withheld.

(c) However, if such Committee is not in existence or fails to approve or disapprove such design, plan and/or specifications within thirty days after 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.

15. No lot in this subdivision shall be resubdivided.

16. No structure shall be moved upon any lot or tract, unless approved by ANTIQUERS AERODROME, INC. in writing, and any structure started on this subdivision must be completed insofar as the exterior finish is concerned within one year from the date the plans are approved by the Board or its Committee.

17. The airplane hangar space on each lot shall be limited to strictly private use and a maximum size of 3,600 interior square feet. All hangars must be approved by the Board in the same manner as other structures.

18. No hangar may be built before the home is built, and hangars must be located on the back half of the lot's depth.

19. No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing ANTIQUERS AERODROME, INC. or its assigns from erecting and maintaining facilities of a recreational or

community nature or facilities incident to the use of the runways, taxiways and easements.

20. In order to maintain the high standards of this subdivision, each lot in the subdivision is hereby subjected to an annual assessment commencing with the year 1968, which assessment shall be secured by a lien upon each such lot until the same is paid. ANTIQUERS AERODROME, INC. reserves the right and option to construct, repair and maintain all of the easements, streets, taxiways, runways and other improvements including, but not limited to, lighting, parkways, and other things necessary or desirable in the opinion of ANTIQUERS AERODROME, INC. to keep the property and related facilities in good and neat order, and to supply additional services such as sewerage and rubbish disposal, as they become desirable. The owner of each lot shall pay on a pro rata basis any and all assessments therefor, in addition to all assessments for taxes, insurance and operating expenses of the common facilities of ANTIQUERS AERODROME, which sum when assessed annually or semi-annually. Any other such special assessments may be levied in the same manner, and the same shall be payable when due. Upon the levying of assessments, a lien shall arise and is hereby created in favor of ANTIQUERS AERODROME, INC. and against each such lot owner for the amount chargeable to each such lot by said pro rata assessment. Such liens may be recorded after ten days from the date such assessment becomes past due and shall be effective as against the owner and all other persons having knowledge thereof. The judgment of ANTIQUERS AERODROME, INC. in the expenditure of such funds shall be final.

21. 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 taxiways, easements, runways and other common areas.

22. All roads, taxiways, runways, easements, overrun areas, and other common areas are reserved unless granted by way

of easement, and fees may be charged for the use of said facilities by non-residents and non-lot owners of ANTIQUERS AERODROME.

23. ANTIQUERS AERODROME, INC. reserves the right for itself and its assigns to make rules and regulations relative to the common area, including the easements, taxiways, runways, grounds and related facilities, affecting the use of said premises, and all lot owners agree to comply with said rules and regulations and are subject thereto, including any such rules and regulations that may be added from time to time, and ANTIQUERS AERODROME, INC. reserves the right to include in any contract or deed hereafter made, any additional restrictive covenants or conditions not inconsistent with those herein contained.

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

25. ANTIQUERS AERODROME, INC., at its option, may enforce the collection of any delinquent assessment by suit at law or by foreclosure of the lien securing the assessment or by any other proceeding, and, in such event, it shall be entitled to recover delinquent payments, plus interest at the legal rate, plus the costs of suit and a reasonable attorney's fee.

26. Restrictions and requirements for transfer of property shall be as follows:

- (a) No residence or hangar space may be leased.
- (b) No lot or any part thereof shall be sold or conveyed to anyone other than a stockholder of ANTIQUERS AERODROME, INC. without the approval of the Directors, or of Committee appointed by the Directors of ANTIQUERS AERODROME, INC., and any such purchaser must have agreed to abide by all of the rules, regulations and provisions and by-laws of ANTIQUERS AERODROME, INC. as the same are or may be amended

from time to time.

(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.

A. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the corporation in recordable form. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

B. If disapproved, then within forty (40) days after receipt of the notice and contract and required information, the Board shall deliver to the property owner an agreement signed by a purchaser approved by the Board, and obligating the purchaser to buy the property upon the same terms and conditions set forth in the original contract with the same time period for closing as in the original contract, except that the time periods shall run from the date of execution of the contract by the seller.

(d) No lot may be owned in co-tenancy, either legal or equitable, with any person other than the spouse of the owner without the express written consent of ANTIQUERS AERODROME, INC.

(e) Corporate ownership may be permitted but since this is a single-family residential community, the approval of the corporation is not to be construed as approval of any particular occupant of the property owned by the corporation. All persons who occupy the property must first be approved by the Board of Directors. Transient occupancy

will not be approved and requests for approval of the new occupants may not be submitted more than once a year and shall include not more than one family. Together with its request for initial approval, any corporate purchaser agrees to submit proof of corporate status and authority satisfactory to the Board of Directors of ANTIQUERS AERODROME, INC. including, but not limited to, the following:

- A. Certificate of good standing from the Secretary of State of the State of Incorporation.
- B. Certified copies of the Articles of Incorporation, Bylaws, and all amendments thereto.
- C. List of current officers, directors, stockholders and their residence addresses.

27. Nothing contained herein shall preclude a mortgage banker, a bank, a savings and loan association, an insurance company, or any other institutional or recognized lending institution from owning a mortgage on property situated on the aforesaid property, and such mortgage lender shall have an unrestricted and absolute right to take title to said property in settlement and satisfaction of said mortgage or to foreclose the said mortgage in accordance with the terms thereof and with the laws of the State of Florida, and to bid upon the said property at the foreclosure sale, and if the successful bidder, to take title thereto. Provided, however, that should a mortgage encumbering lands on the aforesaid property held by such mortgage lender be in default, then such mortgage lender shall give ANTIQUERS AERODROME, INC. notice of such default in writing at least thirty days prior to the institution of foreclosure action, and should said ANTIQUERS AERODROME, INC. or any member thereof, individually or collectively, fail to purchase said mortgage together with all costs incident thereto including interest to date, then and in that event the mortgagee taking title at the foreclosure sale, or taking title in lieu of foreclosure, or any other person or corporation purchasing at a

foreclosure sale or from said mortgagee, may occupy or sell such real estate whether or not said purchaser is a member of ANTIQUERS AERODROME, INC. However, after receiving written notice of default as aforesaid, the said ANTIQUERS AERODROME, INC. or any of the members thereof, shall have the right, upon the payment of all principal, interest and costs, to purchase said mortgage and note at any time prior to the aforesaid foreclosure sale and shall in such event be substituted in place of said mortgagee.

28. (a) No motor vehicles shall be at any time parked or operated on any of the taxiways or runways, except as may be necessary for the maintenance of the taxiways and runways and towing of gliders to or from the runway. The violation of this paragraph shall constitute a nuisance.

(b) Rotor-craft are allowed the use of runways or taxiways provided use of established traffic pattern is adhered to. The established traffic pattern will be the standard FAA approved traffic pattern.

29. No aircraft of any kind shall be parked on any of the common taxiways or runways. A violation of this provision shall be considered a nuisance.

30. It is not necessary that the site for any residence be limited to a single lot as laid out on the aforesaid unrecorded plat. A residential site may consist of one or more lots. No residential site shall consist of less than one lot.

31. Aircraft owned by lot owners may be tied outside of a hangar only if such aircraft 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. However, this paragraph shall not preclude reasonable repair if done in a timely manner.

32. No junk motor vehicles or other motor vehicles without a current license tag shall be permitted to be stored outside, and failure to comply with this paragraph shall con-

stitute a nuisance which may be abated by the removal of the motor vehicle at the cost of the owner.

33. It is the intent of the 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.

34. 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. The erection of metal houses and hangars is expressly prohibited.

35. No hangars shall be constructed in such a way or with such materials as to constitute a fire hazard, and ANTIQUERS AERODROME, INC., or the aforesaid Committee, may make such regulations as they may deem advisable for the purpose of fire protection and control. Failure to comply with these regulations for fire protection shall constitute a nuisance which will be abated by the remedies otherwise set out herein.

36. ANTIQUERS AERODROME, INC. has reserved the right to control the use of the runways and may prohibit the use of the runways by any aircraft deemed unsafe to either life, health or the condition and maintenance of the field by virtue of its size, design or state of repair.

37. If any lot owner or their assigns shall violate any of the covenants herein set out, it shall be lawful for any other person owning real property in this subdivision to prosecute any proceedings at law or in equity against the person violating any of these covenants to prevent him from so doing or to recover damages from such violation.

38. Whenever there shall have been built on any of the lots any structure which is in violation of these restrictions, ANTIQUERS AERODROME, INC. reserves the right to

enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner. Any such entry or removal shall not be deemed a trespass.

39. Additional requirements for construction shall be as follows:

(a) Prior to beginning construction or moving heavy equipment onto any lot, two 12" diameter culverts must be installed in the swale area alongside the road where vehicle access to the lot is to be made. These culverts must be buried in crushed rock to a depth of 4 inches. A gravel driveway or equivalent must be installed for the first 50 feet to avoid breakage of the edge of the road.

(b) Each lot owner is responsible to see that all vehicles use the driveway because each lot owner will be held monetarily responsible for road damage. It is also the responsibility of each person building to see that no vehicle trespasses on adjacent lots.

(c) Before any building commences, two sets of blueprints which have been approved by the Palm Beach County Building and Zoning Board must be submitted for approval to the Board of Directors. The original blueprints bearing the county seal will be signed by the Board and returned; the copy of the blueprints will be signed by the Board and kept on file. If approval by the Board is doubted, blueprints may be submitted for tentative approval prior to obtaining county approval. If building of house and hangar is to be done in two stages, blueprints for each must be submitted prior to each construction.

40. These restrictive covenants may be amended by the affirmative vote of the majority of the shareholders in ANTIQUERS AERODROME, INC.

41. Invalidity of any of these covenants shall in no wise affect any of the other paragraphs hereof which shall remain in full force and effect.



(EXECUTION PAGE TO RECODIFIED RESTRICTIVE COVENANTS AND  
RESERVATIONS FOR ANTIQUERS AERODROME, INC.)

IN WITNESS WHERE OF, ANTIQUERS AERODROME, INC. has  
hereunto set its seal this 11<sup>th</sup> day of October, 1987.

ANTIQUERS AERODROME, INC.

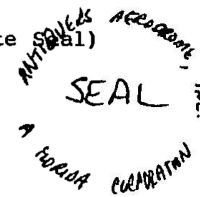
Margaret Allen  
Witness

By: Donald S. Evans  
President

Susan B. O'Connell  
Witness

Attest: Lynda Infinger  
Secretary

(Corporate Seal)



STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

I HEREBY CERTIFY that on this day, before me, an officer  
duly qualified to take acknowledgments in the State and County  
last aforesaid, personally appeared DONALD S. EVANS  
and LYNDA INFINGER, to me well known to be the  
President and Secretary, respectively of ANTIQUERS AERODROME,  
INC., a Florida corporation, and known to me to be the persons  
described in and who executed the foregoing Recodified  
Restrictive Covenants and Reservations for Antiquers Aerodrome,  
Inc. in the presence of two subscribing witnesses for the purposes  
therein expressed, and they acknowledged before me that they  
freely and voluntarily executed the same under authority duly  
vested in them by said corporation and that the seal affixed  
thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 11<sup>th</sup> day of OCTOBER, 1987.

Susan B. O'Connell  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 21, 1988  
BONDED THRU GENERAL INS. UND.

Map of land parcels with labels: HAHN ROAD, STATE ROAD 201, and various lot numbers (e.g., 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100).

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

Recorded to Official Record Book of Palm Beach County, Florida  
John B. Dunkle  
Clerk of Circuit Court

211651 Page 162

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT