

DISCLOSURE:

The following document is not final and is subject to revision and further changes prior to its recordation. SELLER shall provide a final form of this this Document PRIOR to closing for further review.

Prepared by and return to
Michael J. Barker, Esq.
Quintairos, Prieto, Wood & Boyer, P.A.
12428 San Jose Blvd, Ste 1
Jacksonville, FL 32223

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND PARTY WALL AGREEMENT OF LOT 6 PONTE VEDRA SHORES WEST**

THIS DECLARATION of Covenants, Restrictions, Easements and Party Wall Agreement OF LOT 6 PONTE VEDRA SHORES WEST, made as of this _____ day of _____, 2018, by Indigo Partners, LLC, a Florida limited liability company, hereinafter referred to as the “Declarant”.

RECITALS

A. Declarant is the Owner of certain property located in St. Johns County, Florida, which property is more fully described as follows:

Lot 6, PONTE VEDRE SHORES WEST, as recorded in Map Book 14, Pages 34 and 35 of the Public Records of St. Johns County, Florida

(the “Property” or the “Lot”).

B. Declarant intends to construct two (2) separate buildings (each a “Building” or collectively the “Buildings”) and each Building will contain two (2) separate residential Units for a total of four (4) separate residential Units (two (2) in each Building) (each a “Unit” or collectively the “Units”). A true and correct copy of the Floor Plans for the Buildings and the Site Plan for the Buildings is attached hereto and incorporated herein as **Exhibit “A”**. The Buildings and Units therein are identified as follows:

Building 1: Unit A (Unit 601) and Unit B (Unit 602);

Building 2: Unit C (Unit 603) and Unit D (Unit 604).

The Buildings will utilize a common Party Wall to separate the Units.

C. Declarant desires to create as to the Property four (4) residential Unit dwellings located upon the Property and capable of separate alienation, sale, conveyance, encumbrance, mortgage or transfer. The portion of the Property constituting each residential Unit dwelling parcel is more fully described on **Exhibit B** attached hereto and by this reference made a part hereof and such realty, together with all appurtenant rights and improvements existing thereon are hereinafter referred to individually as:

Building 1: Unit A (Unit 601) and Unit B (Unit 602);

Building 2: Unit C (Unit 603) and Unit D (Unit 604).

D. In order that the Owners of the Units may more fully utilize the Property and in order to preserve and enhance the value and use of the Units, Declarant desires to place certain covenants and restrictions upon the Property, and improvements to be constructed thereon and desires to provide easements for the use, maintenance, and service of the property, the Units and improvements located thereon and to further provide for the repair and maintenance of the common Party Walls as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future Owners of each of the Units, Declarant does hereby make, declare and impose upon said Property the following Covenants, Restrictions, Easements, and Party Wall Agreements, which shall be and constitute covenants running with title to the Property and the Units hereafter and shall be binding upon the Declarant, his successors and assigns, as well as upon all persons claiming by, through, or under Declarant and each and all subsequent Owners of all or any portion of the Property, their heirs, legal representatives, successors and assigns.

1. PRIOR COVENANTS, CONDITIONS AND RESTRICTIONS: The Declarant acknowledges that the Property is subject to covenants and restrictions recorded Covenants and Restrictions Ponte Vedra Shores West, Map Book 14 Pages 34 and 35, Public Records St. Johns County, Florida, recorded at Official Records Book 488, Page 255; Designation of Architectural Control Committee, recorded at Official Records Book 587, Page 219; Assignment Re Covenants and Restrictions, recorded at Official Records Book 629, Page 6; Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302; Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772; Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811; First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1470, Page 1495; Ponte Vedra Shores West Homeowners' Association, Inc. Board of Directors Resolution Proposing First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1263; Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1265; Second Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1268; Notice of Preservation of Declaration, recorded at Official Records Book 3410, Pages 396-401; all of Public Records of St. Johns County, Florida (hereafter collectively referred to as "Declaration"); and that the provisions thereof shall relate to the provisions hereof in the following manner and fashion:

- a. The term “Lot” as defined and used in the Declaration is synonymous with the term, “Property” as utilized herein.
- b. The term “Unit”, as defined and utilized in the Declaration shall be deemed to mean “Unit” as used herein wherever the context permits or requires.
- c. The term “Association” as defined and utilized in the Declaration shall be so defined and utilized herein.

2. CREATION AND ESTABLISHMENT OF UNIT ESTATE: As the fee simple Owner of the Property herein concerned, the Declarant does hereby create and establish from each and all the severable interests and component portions of the Property, four (4) separate and distinct freehold estates to be hereafter known respectively as:

Building 1, Unit A (Unit 601), Unit B (Unit 602), Building 2, Unit C (Unit 603), and Unit D (Unit 604) Lot 6, PONTE VEDRE SHORES WEST, as recorded in Map Book 14, pages 34 and 35 and subject to the Declaration of Covenants, Restrictions, Easements and Party Wall Agreement as recorded in _____ of the Public Records of St. Johns County, Florida.

(which are more commonly known by their respective street addresses of 601, 602, 603, and 604 Seagate Lane South, Saint Augustine, Florida 32084, which estates shall be composed of fee simple title to the respective parcels of realty which are correspondingly described more particularly in **Exhibit B** attached to this Declaration together with the following right, title, and interests as a manner of appurtenant right to title to said parcels not capable of being separated, alienated or separately transferred from the Ownership of any such parcel except as may be expressly authorized hereby:

- a. The improvements existing on said parcel being Building 1 and Building 2 as described and depicted in this Declaration.
- b. An undivided twenty-five percent or 1/4th (25% or 1/4th) interest in the Property, less and except the land described on **Exhibit C** hereof, subject to covenants, conditions and restrictions of record.

- c. The right to membership in the Association and the enjoyment of the benefits arising therefrom as well as the obligations imposed from the Covenants and Supplemental Covenants.
- d. The right to cast a one-quarter (1/4) vote on any matter or issue properly coming before the Association in accordance with the Declaration, provided however, that any portion of the vote allocated to the Property by the Association may not be voted separately by any one or more Owners of a Unit and must be voted in accordance and in compliance with the Declaration and further provided that in the event the Owners of the Units on the Property cannot reach a majority in order to vote the one (1) vote allocated to the Property by the Association, then such right to vote shall, at the option of the Association, inure to the benefit of the Association and shall be voted as the then acting Board of Directors of the Association shall deem appropriate OR in the event the Association refuses or otherwise does not elect to vote the one (1) vote allocated to the Property, the Owners of the Units will be deemed by the Association to not have voted and abstained from voting.
- e. The easements, rights and licenses set forth in this Declaration.
- f. An undivided and non-exclusive right and easement of enjoyment in the Common Areas described in the Declaration which is being assigned pursuant to Article II, Section 2 of the Declaration.
- g. The right to cast a single vote in resolution of any controversy, matter of issue concerning one or more Units which is the subject of "Cooperative Action", hereafter defined.

The property rights, title and interest above enumerated shall hereinafter be referred to as a "Unit" and separately designated by its respective lettered designation and such Unit may thereafter be conveyed, transferred, sold, assigned or encumbered by such reference thereto and to this Declaration after the same has been recorded in the Official Public Records of St. Johns County and each such separately designated and legally described Unit shall be subject to all the terms, conditions, easements, rights and provisions hereafter set forth.

3. CREATION OF PARTY WALLS: Each of the two (2) walls dividing the residential Units more particularly described as Exhibits A and B attached shall constitute Party Walls; and to the extent not inconsistent with the provisions of this agreement, the general rules of laws regarding

Party Walls and liability for the property damage due to negligence or willful acts or omissions shall apply thereto. The area of construction and roofing immediately above such Party Wall and immediately below such Party Wall shall, for the purpose of this agreement, be treated and regarded the same as if they were part of the Party Wall.

4. EASEMENTS: For the benefit of those set forth hereafter, the Declarant does hereby establish the following Easements:

- a. Declarant for himself and for his successors and assigns and for the use and benefit of public and private utilities, hereby reserves and are given a perpetual, non-exclusive and alienable easement, privilege and right on, over, and under the Property to erect, maintain and use electrical and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewer and other suitable equipment for drainage lines, sewage disposal services and for installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, cable TV, drainage, sewer and other conveniences or utilities on, in or over the Property. The Owners of the Unit who are subject to the privileges, rights, and easements referred to in the paragraph shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed by public authorities on over or under the Property which is subject to said privileges, rights and easements.
- b. The Declarant hereby grants to the present and future Owners of each of the Units and to the lawful occupants thereof and to their guests, invitees, domestic help, and to delivery, pickup, and fire protection services, police or other authorities of the law, mail carriers, representatives of utilities authorized to service said Units, holders of mortgage liens on said Units or portions thereof, a nonexclusive and perpetual right of ingress and egress to each Unit over and across such portions of the Property as do not constitute Units.
- c. The Declarant hereby grants to the present and future Owners of each of the Units and to the lawful occupants thereof and their guests, invitees, licensees and assigns a nonexclusive and perpetual right of vehicular access and parking of automobiles over and across such portions of the Property as between the Units and Seagate Lane South, a public right-of-way, as are presently paved and established for such purpose.
- d. Each Unit shall be subject to an easement for minor encroachments as may be existing or created by construction settling and overhangs, as originally designed or constructed as of the date of this Declaration. A valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event that the residential Unit structure is partially or totally destroyed, and then rebuilt, the Unit Owners so affected agree that minor Party Wall or other encroachments of parts of the adjacent Unit or due to construction thereof shall be permitted for purposes of reconstruction and that a valid easement for the maintenance thereof shall exist.

5. RESIDENTIAL USE: No Unit shall be used except for residential purposes and no buildings shall be erected, altered, placed or permitted to remain on the Property other than Building 1 and Building 2 as depicted on Exhibit A. Nothing contained herein, however, shall prevent the rental of any of the Units. No use shall be made of any Unit which violates any laws, ordinances or regulations of any governmental body having jurisdiction or which constitutes a fire or health hazard or any regulations of the Association in effect at any given time.

6. SIGNS: No advertising signs (except one not more than five-foot square “for rent” or “for sale” sign per Unit), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Unit nor shall any Unit be used in any way for any purpose which may endanger health or unreasonably disturb the Owner of any other Unit or resident thereof.

7. STORAGE: All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept in a neat, clean and slightly manner or otherwise screened by adequate fencing so as to conceal such items from view of neighboring Unit Owners and highways. All rubbish, trash or garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

8. COOPERATIVE ACTION: Insofar as each Unit, though a separate unit, composes part of an integrated duplex structure, various controversies, matters, or issues which concern more than one Unit will arise in the course of administration, Ownership, and maintenance of the Property which nonetheless by their nature must be resolved in a uniform singular, and consistent fashion, will result in a savings due to economies of scale or other such benefits to all Unit Owners. Therefore, wherever such a controversy, matter or issue arises or upon the occurrence of an event calling for Cooperative Action as set forth herein, then the same shall be resolved by the following procedures, herein referred to as “Cooperative Action”.

- a. In the initial instance, all Unit Owners who are interested in or affected by the controversy, issue or matter to be resolved shall attempt to make a decision and take action by a general consensus. In any event, the decision and action of a majority in interest of Unit Owners affected by such decision shall be binding on all other Unit Owners except in such limited cases as the provisions of this Declaration expressly require the unanimous consent of all Unit Owners.
- b. In the event an even deadlock occurs among all interested Unit Owners as to any controversy, issue or matter needing resolution or action, then the controversy, issue or matter shall be submitted for final resolution to the Board of Directors of the Association whose decision with respect thereto shall be final and binding on all parties.

9. VOTING: Regardless of the number of Owners or form of Ownership of the Unit, only one vote per Unit is permitted in the determination of Cooperative Action or of any other matters hereunder permitted or required; provided, however, that should one Unit Owner own two or more Units, such Owner shall be entitled to one vote for each of his Units. Should the multiple Owners of a single Unit fail to agree on how to vote their one vote, they shall be deemed to fractionally vote in proportion to their fractional Ownership.

10. MAINTENANCE OF UNITS AND PROPERTY: As a general proposition, each Unit Owner, either individually or in cooperation with all other Unit Owners, has the obligation and duty to maintain all components of their Unit and all other components of the Building in which their respective Unit is located and the Property in which they have an interest as have any effect, impact or bearing on the benefit, values or use of the other Units or the Property as a whole in a continuous state of good repair and uniform appearance which is consistent with all other Units and to bear the expense of such maintenance in proportion to their interest in the affected component as set forth hereafter. A Unit Owner shall not take any action that will impair, nor fail to take any action which will prevent the impairment of structural soundness or integrity of any other Unit or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

- a. Exterior, Structure, and Roofs: Each of the Unit Owners shall maintain in good repair and in a slightly manner any element of their Unit which is visible from outside the Units, including window fixtures, exterior doors, screens, screen doors, or other hardware appurtenant to each Unit at their individual expense. Likewise, the cost of maintaining, replacing, improving, or repairing both the roof of the Unit duplex structure and the exterior surfaces of the structure, including stucco walls, door and trim paint and the like, shall be borne by each Unit Owner in direct proportion to the amount of the affected component subject to repair or maintenance within the confines of each Unit but the frequency, manner and exercise of such maintenance shall be the result of Cooperative Action as set forth hereafter.
- b. Property: The Property, including without limitation the lawn, grounds, driveways, and parking areas shall be continuously maintained in a clean and reasonable condition by Cooperative Action and the expense shared equally by all Unit Owners.

For so long as any third party shall be serving as property manager of any residential Units in the subdivision in which the Units are located (i) at the behest of the Association; (ii) in the absence thereof, but so acting at the behest of a majority in interest of all Lot Owners and/or Unit holders under the Supplemental Covenants; or (iii) in the absence of both of the forgoing, then so acting at the behest of at least fifty percent (50%) in interest of the Unit Owners, then such agent shall be engaged by all Unit Owners to provide for all property management services rendered to the Property, including general lawn maintenance and each Unit Owner shall bear twenty-five percent (25%) of the common charges and one hundred percent (100%) of the identifiable exclusive charges attributable to such maintenance benefiting only one Unit.

- c. Utilities: All fixtures and equipment installed within a Unit commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of the Unit shall be maintained and kept in repair by the Owner thereof at their expense. Any pipe, conduit, main or utility equipment serving more than one Unit shall be maintained and repaired as the joint responsibility of all Unit Owners so served unless the repair is the result of identifiable neglect or willful act of only less than all of such Owners.
- d. Party Walls: The cost of reasonable repair and maintenance of the Party Walls and the duty and responsibility of such repair and maintenance shall be shared jointly by each of the Owners of each Unit adjoining thereto.
- e. Negligence: Notwithstanding any other provision of this Declaration, a Unit Owner who by his negligence or willful act causes a common utility component or Party Wall to be damaged or exposed to the elements, shall bear the whole costs of repair and furnishing the necessary protection against such elements.
- f. Contribution: The right of any Unit Owner to contribution from any other Unit Owner under this Declaration shall be appurtenant to the Ownership of a Unit and shall pass to each Unit Owner's successor in title.

- g. Interior: Each Unit Owner shall be responsible for the cost of maintenance of or repair to the interior of their Unit and may maintain the structure in such a way as they deem fit; PROVIDED, HOWEVER, no unity Owner may do anything with respect to the interior of their Unit which would adversely affect the structural integrity of any exterior wall or Party Wall.
- h. Exterior Improvements: No Unit Owner shall erect any exterior improvements or additions to their Unit which affects the uniformity of appearance or design of the Units without the unanimous written consent of all Unit Owners.

11. RECONSTRUCTION: If any part of a Building located on the Property or any Unit of part thereof shall be damaged by casualty, such damaged portions may promptly be reconstructed or repaired by any affected Unit Owner and all other affected Unit Owners shall contribute to the cost thereof in proportion to their interest unless such damage renders two or more of the Units untenable and the Owners of all of the Units unanimously vote against such reconstruction or repair at a meeting which shall be called within thirty (30) days after the occurrence of the casualty, or, if by such date the insurance loss has not been fully adjusted, then within fifteen (15) days after final adjustment. This obligation to contribute is subject, however, to the right of any Unit Owner to call for a larger contribution from any other Owner under any rule of law regarding liabilities for negligent or willful acts or omission.

Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications for the effected Building or Unit to be prepared by an architect selected by Cooperative Action. If the damage is only to those parts of a single Unit for which the responsibility of maintenance and repair is that of a single Unit Owner, then the Unit Owner shall be responsible for the reconstruction or repair after casualty, also in conformity with the original plans and specifications in order to maintain a uniform appearance of the effected Building as a whole. In all other instances the responsibility or reconstruction and repair shall be the joint responsibility of the affected Unit Owners upon the same conditions.

Immediately after a casualty causing damage or more than one Unit, the Unit Owners shall by Cooperative Action jointly obtain reliable and detailed estimates of the cost required to place the damaged property in a condition as good as that as before the casualty. Such cost may include professional fees and premiums for such bonds as may be required. If the proceeds of insurance policies are not sufficient to defray the estimated cost of reconstruction and repair, then assessments may be made against all of the affected Unit Owners in proportion to their affected interest in sufficient amount to provide funds for the payment of such costs. Such reconstruction sums as may be required from Unit Owners shall be subject to the terms and conditions regarding liens and enforcements set forth in paragraph 16 hereof. Thereafter, the Unit Owners, by Cooperative Action, shall engage such contractors as may be necessary to effectuate reconstruction or repair.

12. INSURANCE: The Owners of all the Units shall by Cooperative Action select one agent or insurer which is able, willing and authorized to do business in the State of Florida for the purposes of insuring the improvements constituting each of the for Units which comprise the residential Unit Building with “all risk coverage” in an amount equal to the respective maximum insurable replacement values thereof, as determined annually by Cooperative Action. In the event no single insurer is able to be found, the Unit Owners shall nonetheless take any action required to afford complete insurance protection to all parties at the least cost to one another.

Such coverage shall afford protection against loss or damage to each Unit by fire and other hazards covered by standard extended coverage endorsements and such other risks as are of from time to time customarily covered with respect to building of similar construction, location and use, including but not limited to liability, vandalism, malicious mischief, windstorm, water damage and flood insurance where such coverage is available. Additionally, as to all areas which are owned

as tenants in common or which are the subject of easements, the Unit Owners shall obtain from the aforementioned insurer, public liability insurance insuring all such Unit Owners in an amount to be determined annually as aforesaid.

The expense of such insurance shall be borne by each of the Unit Owners separately, except as to the liability insurance covering areas owned in common which shall be shared equally as an expense of the Property and further except to the extent that any separately identifiable risk and the premium therefor can be associated with only one or more Units separate from all other Units, in which case such premiums shall be borne solely by the Owner(s) thereof.

In the event any Unit Owner shall fail to obtain or maintain such insurance as called for above, then any other Unit Owner shall have the right, but not the obligation to obtain such insurance and advance payment of the premium therefor and any such premiums which are so advanced shall be treated in the manner as set forth in paragraph 16 hereof.

Each Unit Owner shall be personally responsible for obtaining from said insurer personal property insurance and liability insurance as to his particular Unit. Each Unit Owner shall be responsible for insuring the contents of his Unit which belong to him, or any improvements made by him with the Unit and any portion of his Unit for which he has responsibility of maintenance, repair and replacement as provided in this Declaration.

Should any institutional mortgage obtain notice of threatened cancellation of insurance, or otherwise, the mortgage is empowered to obtain, such insurance in the form and amount agreeable to said mortgagee notwithstanding the provisions hereof. Should any conflict arise between the terms hereof and the terms of an institutional mortgage shall control. Additionally, where possible all liability insurance policies shall contain cross-liability endorsements to cover liabilities of Unit Owners as against each other.

In case of damage to the interior residential area of one Unit only, the particular Unit Owner involved shall be responsible for uninsured (deductible) costs of repair under the policy. Should damage be to exterior or party walls of the residential unit building or more than one Unit, then all affected Unit Owners shall equally share in the uninsured (deductible) costs of repair under said policies.

13. DISTRIBUTION OF INSURANCE PROCEEDS: In the event of a claim under the insurance policy on a Building or any appurtenances thereto, proceeds of insurance policies shall be distributed by the insurance company to and for the benefit of the Unit Owners after first paying or making provisions for payment of expenses in the following manner:

- a. Repair or Reconstruction: If damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof; any proceeds remaining after defraying such cost shall be distributed equally to the Unit Owners.
- b. No Repair: If it is determined by a vote of all of the Unit Owners that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed first to any mortgagees. The proceeds shall then be applied to the clearing, grading and dressing up of the area where the Buildings were situated and then any surplus to the Unit Owners.

14. LIENS AND ENFORCEMENT: In the event the Owner of any Unit shall fail or refuse to pay and Association assessment, premium, or other charge, or otherwise fail to perform any obligation or pay any fee, then the other Unit Owners may serve written demand upon the defaulting Owner demanding that such sums be paid or such actions be performed within thirty (30) days. If, after expiration of said thirty (30) days, the Owner has failed to perform or to make payment, the other Unit Owners may advance such payment or cause such performance as specified. In such an event, the defaulting Unit Owner shall be personally indebted to the other Unit Owners advancing payment or performance for the act to be performed and shall have a lien

against the defaulting Unit Owners Unit for the amount such advanced or the value of the act performed with interest thereon from the date of advancement or performance at the rate of eighteen (18) percent per annum.

15. LEGAL ACTION ON VIOLATION: If any person, corporation, or other entity shall violate or attempt to violate any of the covenants and restrictions hereof, it shall be lawful for the Declarant or any person or persons owning any Unit, as well as the Association, to: (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, and / or (b) to maintain a proceeding in equity against those violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained herein are cumulative and shall be construed as being in addition to all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter. In any suit for construction of these restrictions or enforcement of same, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in all actions from trial throughout all appellate proceedings.

16. COVENANTS RUNNING WITH THE LAND: All provision of this Declaration and all attachments hereto shall be construed as covenants running with the land and with any part thereof and interest therein; and every owner and claimant of the Property herein concerned or any party thereof.

17. CONFLICTS: In the event any term, clause or provision of this Declaration conflicts with the Covenants or Supplemental Covenants as the same may be amended, the Covenants or Supplemental Covenants shall prevail and supersede.

IN WITNESS WHEREOF, the undersigned has set his hand and seal to this Declaration of Covenants, Restrictions, Easements and Party Wall Agreement as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Signature of Witness 1

Signature of Witness 2

DECLARANT:

INDIGO PARTNERS LLC, a
Florida limited liability company

By: _____

Signature

Printed Name: _____

Its: Managing Member

State of Florida
County of _____

Before me, the undersigned authority, personally appeared _____ in his capacity as Managing Member of Indigo Partners LLC, a Florida limited liability company, who _____ being well known to me or _____ having produced _____ as identification, did execute the foregoing instrument for the purposes as stated therein.

Dated this _____ day of _____, 2018.

Notary Public