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LAFAYETTE OAKS UNIT ONE

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,

COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, made and entered into on this 3 day of MAY, A. D. 1971, by WINEWOOD CORPORATION, a Florida corporation, hereinafter referred to as Developer.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential community with permanent parks, lakes, playgrounds, open spaces, streets, drainage facilities, and other common facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, lakes, boat docks, entrance areas, entrance gates, street right-of-ways, streets, footways, drainage easements, drainage facilities, street lighting, street signs, television transmission facilities, including buildings, structures, and personal property incident thereto, and other common facilities, and, to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and

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assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, LAFAYETTE OAKS HOMES ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article One, and such additions thereto as may hereafter be made pursuant to Article One hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE ONE
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows:

Unit One of Lafayette Oaks subdivision as per recorded plat in the official records of Leon County, Florida, Plat Book 6, at page 27.

Section 2. Additional Units of Lafayette Oaks may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all

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rights resulting to Members of the Lafayette Oaks Homes Association, Inc. shall be uniform as between all units of Lafayette Oaks.

ARTICLE TWO
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Lafayette Oaks Homes Association, Inc.
- (b) "Board" shall mean and refer to the Board of Directors of the Lafayette Oaks Homes Association, Inc.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which shall not include garages, carports, porches, patios, or storage areas.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article Thirty One, Section 1, hereof.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any

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applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article One, hereof.

ARTICLE THREE
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, its respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate

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any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE FOUR
AMENDMENT OF DECLARATION OF COVENANTS
AND RESTRICTIONS

The Developer reserves and shall have the sole right

(a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE FIVE
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned Unit, as more particularly described in Article One hereof.

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ARTICLE SIX
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of one (1) or more representatives appointed by the Board, and two (2) or more representatives appointed by the Developers. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands.

ARTICLE SEVEN
ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of Bill G. Cartee, Tallahassee, Florida; Payne H. Midyette, Jr., Tallahassee, Florida; and a third party to be appointed by the Association. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In

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the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE EIGHT
LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes, and (stables, and guest houses where permitted, See Article Twenty Nine). No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, (and stables and guest houses where permitted). When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications

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within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. A lot may not be subdivided into a smaller lot than as shown on the recorded plat of Lafayette Oaks subdivision. Two or more lots may be added together and considered as one lot for building purposes only.

A guest house will be permitted as a detached building provided that the building lot or lots of a property owner contains at least two acres of area. The guest house will be subject to all of the restrictions and architectural control of the main residence.

Stables are permitted as provided in Article Twenty Nine.

ARTICLE NINE
TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any lot at any time.

Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

ARTICLE TEN
LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 30,000 square feet.

ARTICLE ELEVEN
DWELLING QUANTITY AND SIZE

The main floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not

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less than 2,000 square feet of "Living Area" for a one story building.

In the event a structure in the aforementioned Unit contains more than one story, the ground floor must contain not less than 1600 square feet and must be completely finished as living area, and at least 600 square feet of the second floor area must be completely finished as living area.

ARTICLE TWELVE
BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line and must be at least 30 feet from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line.

(c) No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line.

(d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line.

(e) No prominent structure of any kind shall be permitted on the rear 50 feet of any lot which has a rear lot line adjacent to a lake.

(f) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however,

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that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE THIRTEEN
LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill, and such clean fill has been approved in writing by the architectural control committee. The digging of canals from lakes to residential lots is prohibited.

ARTICLE FOURTEEN
EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be at least two-thirds (2/3) brick or stone masonry, unless specifically waived in writing by the Architectural Control Committee.

ARTICLE FIFTEEN
GARAGES AND CARPORTS

Each Living Unit shall have a functional carport or garage attached to the residence. The carport or garage shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall be obscured from view from the outside. All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the property.

ARTICLE SIXTEEN
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

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Nothing, other than automobiles, shall be parked in the driveway. Boats, trailers, and campers shall be parked or stored within the garage or carport or placed behind the residence in such a manner that the vehicles shall not be visible from the street which runs in front of the property.

ARTICLE SEVENTEEN
TELEVISION ANTENNAS

Exterior radio and television antenna installations are not permitted unless approved in writing by the Architectural Control Committee. If a central TV antenna system is available in the area, this central system must be used in lieu of individual antenna systems.

ARTICLE EIGHTEEN
WATER SUPPLY

No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

ARTICLE NINETEEN
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of The State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE TWENTY
GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such

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material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

ARTICLE TWENTY ONE
WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE TWENTY TWO
MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE TWENTY THREE
SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE TWENTY FOUR
PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on the recorded plat. Except as otherwise provided herein

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regarding street intersections under "Sight Distance At Intersections," planting, fences or walls shall be maintained throughout the entire length of such areas to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE TWENTY FIVE
SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE TWENTY SIX
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels

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in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, utility company, or the Lafayette Oaks Homes Association, Inc. is responsible.

ARTICLE TWENTY SEVEN
LAKES, BOATS, AND DOCKS

Section 1. Boats. Boats may not be powered by any type of motor and must be operated at all times in a safe manner according to the safety rules established by the Outboard Boating Club of America, U. S. Coast Guard, or other similar organizations.

Section 2. Landscaping. The dumping, filling, excavation, planting of spreading-type vines or other foliage, fencing, or the cutting of trees having a diameter of three (3) inches or more which would change the configuration of the shoreline or disturb the appearance and natural beauty of the shore within fifty (50) feet of the water's edge is prohibited.

Section 3. Swimming. No swimming shall be permitted from any area owned or operated by the Lafayette Oaks Homes Association, Inc. Any owner of a lot or lots who swim or permit others to swim shall do so at their own risk. Neither Winewood Corporation nor Lafayette Oaks Homes Association, Inc. assumes any responsibility for the purity of the water in a lake or any damage resulting from its use.

Section 4. Authority and Responsibility. It shall be the sole responsibility of the Association to maintain the aesthetics of lakes, the discharge of which jurisdiction shall entitle said Association to go on and upon said lake and an area 50 feet upland from the mean high water mark of said lake for the purpose of performing its responsibilities to the contributing owners.

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ARTICLE TWENTY EIGHT
LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and, further, provided that they are confined to the property of the owner of the pets.

ARTICLE TWENTY NINE
HORSES

A property owner may keep up to two (2) horses on his property provided the property owner owns at least five acres of contiguous property and further provided that the horses are not kept, bred or maintained for any commercial purpose.

Horse riding is limited to the property owners property only. Horse riding on property maintained by the Lafayette Oaks Homes Association, Inc. is prohibited. (This includes streets and street right-of-ways.)

A property owner may construct a stable provided his property area qualifies him to keep horses as above provided. The plans and specifications for the stable (including fences, etc.) must be approved in writing by the Architectural Control Committee before construction commences. A stable must be at least 150 feet from any adjacent property boundary.

ARTICLE THIRTY
OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

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ARTICLE THIRTY ONE
NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

ARTICLE THIRTY TWO
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developers. The Class B Member shall be entitled to two votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in

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Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE THIRTY THREE
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than the 1st day of January 1992.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties

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shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and,

(e) the rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a Unit of Lafayette Oaks in which such Member is not resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the Unit in which the Lot is acquired, which results in membership rights as herein provided.

ARTICLE THIRTY FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by him within

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the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1972, the annual assessment shall be Forty-Eight Dollars (\$48.00) per lot. From and after January 1, 1972, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding

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three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) years. Any Member, paying the annual dues on or prior to March 1 of the year in which same become due, shall be entitled to pay only the sum of Forty Dollars (\$40.00). From and after March 1 of each year, the annual dues shall be Forty-Eight Dollars(\$48.00).

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes irrespective of class of Members who are voting in person or by proxy, at a

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meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum amount and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article One, Section 2 hereof.

Section 6. Quorum for any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year, and shall be delinquent if not paid within sixty (60) days from due date.

and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) per cent per annum, and the Association may bring appropriate civil action against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. The subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all Common Properties as defined in Article Two hereof; (b) all properties exempted from taxation by the laws of the State of Florida, upon the

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terms and to the extent of such legal exemption. Homestead exemption shall not be considered an exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE THIRTY FIVE
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under Article Eight hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided herein.

ARTICLE THIRTY SIX
FIRE ARMS AND HUNTING

All types of firearms, including but not limited to shotguns, rifles, and pistols, are prohibited from being used, displayed, or carried on the properties.

Firearms may be kept inside the home for protection purposes only.

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The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Lot, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

The Association shall, upon demand, furnish at any time to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof,) then such assessment shall become delinquent and shall, together with such interest thereon

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Hunting of any type, or discharge of any firearms, including pellet guns or B-B guns, is prohibited on the properties covered by these covenants as well as any property owned or maintained by the Lafayette Oaks Homes Association, Inc.

ARTICLE THIRTY SEVEN
MOTORIZED VEHICLES

All motorized vehicles operating within the area must be properly muffled so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheel "go-cart" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within Lafayette Oaks subdivision. This does not apply to vehicles used by the U. S. Post Office Department or by law enforcement agencies. Bicycles, tricycles, and other children's wheel goods may be kept on the property of the resident; however, these items are not to be ridden or used on the street or street right-of-ways or any other property owned or maintained by Lafayette Oaks Homes Association, Inc.

All vehicles operated in the area are subject to speed limit signs posted in the subdivision.

ARTICLE THIRTY EIGHT
ELECTRONIC GATE CONTROL

Lafayette Oaks subdivision is protected as a private residential area by electronic gates at the main entrances.

Electronic gates are provided for the security and enjoyment of the residents. Guests of the residents are to be permitted in the area for the purpose of visiting the residents only. Residents are strictly prohibited from allowing the gates to be open or left open in any manner which would permit the general public access to the area.

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IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 3 day of MAY, A. D. 1971.



WINEWOOD CORPORATION

[Signature]
BY
BILL G. CARTEE

[Signature]
Secretary

STATE OF FLORIDA,
COUNTY OF LEON:

Before me personally appeared BILL G. CARTEE and J. LEWIS HALL, JR., to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named WINEWOOD CORPORATION, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal, this 3 day of May, A. D. 1971.



[Signature]
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at large.
My Commission Expires Oct. 23, 1974
10/23/74

OFF. REC. 664 PAGE 1

AMENDMENT TO RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that WINEWOOD CORPORATION, a Florida corporation, does hereby amend and modify those certain restrictive covenants recorded May 3, 1971, in Official Record Book 467 at page 587, public records of Leon County, Florida, by deleting Article "11" thereof and inserting in lieu thereof the following:

11. DWELLING QUANTITY AND SIZE: Dwellings in Lafayette Oaks shall be identified and classified as follows:

(a) Single Story: A dwelling having only one level of completed living area.

(b) Two Story: A dwelling having two different levels of completed living area, one level of which shall be at ground elevation, the other level of which shall be directly over such ground level and both of which levels shall contain approximately the same amount of square footage.

(c) Story and One-Half: A dwelling having a main level of completed living area at ground elevation and a second level of completed living area, which second level may be either above or below the main level and which second level shall not contain approximately the same amount of square footage as the main level.

(d) Split Level: A dwelling having two different levels of completed living area and the main entrance way of which shall be located between the upper and lower levels.

(e) Tri-Level: A dwelling having three different levels of completed living area.

For the purpose of computing the required minimum square footage of completed living area of dwellings, the following shall be excluded:

- (a) Porches.
- (b) Garages.
- (c) Carports.
- (d) Patios.

Single-story dwellings shall contain not less than two thousand (2,000) square feet of completed living area.

Two-story and split-level dwellings shall contain not less than two thousand, two hundred (2,200) square feet of completed living area

OFF REC: 664 PAGE 2

Story and one-half dwellings shall contain not less than two thousand, two hundred (2,200) square feet of completed living area with the main floor or level containing not less than one thousand, six hundred (1,600) square feet of completed living area and the other level containing not less than six hundred (600) square feet of completed living area.

Tri-level dwellings shall contain not less than two thousand, one hundred (2,100) square feet of completed living area.

That such amendment is specifically authorized pursuant to the authority reserved in Article "4" of said restrictive covenants for the purpose of curing ambiguities in or any inconsistency between the provisions contained in said restrictive covenants and the President of Winewood Corporation, Bill G. Cartee, does hereby certify that said amendment to restrictive covenants is effected for such purpose and is the act and deed of Winewood Corporation pursuant to the said authority.

IN WITNESS WHEREOF the undersigned has caused its corporate name and seal to be affixed hereto this 12 day of July, A. D. 1974.



WINEWOOD CORPORATION

By [Signature] (SEAL)
BILL G. CARTEE, President

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, a Notary Public duly authorized to take acknowledgements, BILL G. CARTEE to me known to be the President of WINEWOOD CORPORATION, and acknowledged before me that he executed the foregoing instrument for and in the name of said corporation, that as such corporate officer he is authorized to do so, and that the same is the act and deed of said corporation.

WITNESS my hand and official seal this 12 day of _____, A. D. 1974.
[Signature]
NOTARY PUBLIC
My Commission Expires: 2-12-77
My Commission Expires: Feb. 12, 1977
Bonded by American Fire & Casualty Co.

OFF REC 877 PAGE 701

404128
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA
IN THE BODY & PAGE NO.

WAIVER OF COVENANTS AND RESTRICTIONS
LAFAYETTE OAKS

SEP 21 9 04 AM 1977
AT THE TIME & DATE NOTED
PAUL F. WARTSFIELD
CLERK OF CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on April 29, 1971 a Plat of The Lafayette Oaks Subdivision was accepted from the Winewood Corporation and recorded in Flat Book 6, Page 27 of the Public Records of Leon County, Florida, and

WHEREAS, on May 3, 1971, a Declaration of Covenants and Restrictions was recorded in Official Records Book 467, Page 587, of the Public Records of Leon County, Florida by Wine-wood Corporation as the owner and developer in order to encumber the real property within the subdivision subject to the declara-tion, and

WHEREAS, the Declaration of Covenants and Restrictions was thereafter amended as to Article Eleven as reflected by an amendment dated July 12, 1974, and recorded in Official Records Book 664, Page 1, of the Public Records of Leon County, Florida, and

WHEREAS, all of the right, title and interest in the property known as Lafayette Oaks Subdivision was conveyed by Winewood Corporation to the Lewis State Bank by Warranty Deed dated May 28, 1975 and recorded June 3, 1975 in Official Records Book 717, Page 497, of the Public Records of Leon County, Florida, and

WHEREAS, by that conveyance The Lewis State Bank acquired all of the rights and powers reserved to the developer by the Declaration of Covenants and Restrictions, as described above, and

WHEREAS, The Lewis State Bank is determined that it is in the best interest of the subdivision and the owners of land within it to waive certain reserved rights and powers of the developer as set forth in the Declaration of Covenants and Restrictions.

OFF REC 877 PAGE 702

NOW THEREFORE, with the intent to bind itself as developer of the Lafayette Oaks Subdivision as well as any and all future developers of that subdivision The Lewis State Bank does hereby waive and cancel the following rights and powers of the developer, reserved in the Declaration of Covenants and Restrictions, as follows:

1. The sole right of the developer to amend the covenants and restrictions for the purposes set forth in Article Four thereof is hereby waived.
2. The right and power of the developer to appoint a majority of members on the Architectural Control Committee or to automatically serve on that committee is hereby waived, leaving all appointments to the Architectural Control Committee to the discretion of the Lafayette Oaks Home Owners Association, and its Board.
3. The designation of the developer as a Class B member, as set forth in Article Thirty-two of the covenants and restrictions, entitling the developer to two votes for each lot in which it holds a required interest is hereby waived so that the developer's Class B membership is converted to Class A membership as set forth therein.

IN WITNESS WHEREOF, this waiver has been executed by The Lewis State Bank, through its authorized officer, on the 19th day of September, 1977.

(CORPORATE SEAL)
Attest: Robert J. Allen
ROBERT J. ALLEN
Vice President & Cashier

THE LEWIS STATE BANK, a Florida
Banking Corporation
By: William L. Sutton
WILLIAM L. SUTTON, President

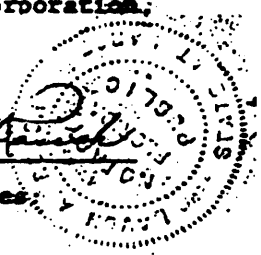
OFF REC 877 PAGE 703

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of September, 1977, by WILLIAM L. SUTTON, President and ROBERT J. ALLEN, Vice President and Cashier of The Lewis State Bank, a Florida Banking Corporation, on behalf of the corporation.

Laura A. ...
NOTARY PUBLIC
My Commission Expires
4-14-79



Notary Public, State of Florida at Large
My Commission Expires April 14, 1979
Printed by American Title & Insurance Co.