

**LAFAYETTE OAKS UNIT ONE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA,  
COUNTY OF LEON:

Let the following be known, that this Amended and Restated Declaration of Covenants and Restrictions, made and entered into on this 31<sup>st</sup> day of March 2021, by Lafayette Oaks Homes Association, Inc. a Florida corporation, hereinafter referred to as the Association. This Amended and Restated Declaration of Covenants and Restrictions shall supersede and replace all previous Declarations, including those found at Official Records Book 476, Page 587 and Book 4744, Page 513, all of the public records in and for Leon County, Florida.

WITNESSETH:

WHEREAS, the original developer was the owner of the real property described in Article One of this Declaration and desired 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, the original developer desired 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, desired to subject the real property described in Article One together with such additions as may hereinafter be made thereto (as provided in Article One) 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, the original 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 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, the Association 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 Association 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, Official Record 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 the Association. There shall be a 2/3 majority of eligible votes cast, fifty (50) percent quorum requirement, at a meeting for specified purpose, noticed to all Members of the Association at least 30 days prior to said meeting to add additional Units. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all 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) "ACC" shall mean and refer to the Architectural Control Committee.
- b) "Association" shall mean and refer to the Lafayette Oaks Homes Association, Inc.
- c) "Board" shall mean and refer to the Board of Directors of the Lafayette Oaks Homes Association, Inc.
- d) "Dues" shall mean and refer to annual assessments.
- e) "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.
- f) "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.
- g) "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.
- h) "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.
- i) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article Thirty One, Section 1, hereof.
- j) "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 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.
- k) "Outbuilding" shall mean storage buildings, greenhouses, gazebos, sheds and similar type structures subordinate to and separate from the main building.
- l) "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.
- m) "Lake" shall mean drainage area/storm water retention area/wetland in the common area of Lafayette Oaks.

**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 Amended and Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless passed by a 2/3 majority vote of eligible votes cast, fifty (50) percent quorum requirement, 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 the 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 (or otherwise electronically distributed in accordance with an owner's signed consent agreement for electronic distribution on file with the Association), 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 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 anyone 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.

Section 5. Variances. Notwithstanding anything to the contrary contained herein, the Board shall be authorized to grant individual variances (by a 2/3 majority vote) from any provision of the Declaration, if the Board determines that the waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for Lafayette Oaks, except that the Board shall not be authorized to grant individual variances from the restrictions found in Articles 8, 18, 19, 20, 21, 27, 28, 29, 31, 32, 33, 35, and 36 of this Amended and Restated Declaration.

**ARTICLE FOUR**  
**AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS**

The Association 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 Association, in its sole judgment, determines such violation to be a minor or insubstantial violation. Otherwise, all amendments to these covenants and restrictions shall be made upon a 2/3 vote of the eligible votes cast at a meeting of the membership at which a quorum of fifty (50) percent of the eligible voting interests are present in person or by proxy.

Written notice of any meeting called for the purpose of amending the covenants and restrictions shall be sent to all owners at least 90 days before the meeting with a copy of the proposed amendments.

**ARTICLE FIVE**  
**ADDITIONAL COVENANTS AND RESTRICTIONS**

No property owner, without the prior written approval of the Association, 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.

**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 the architectural committee. The Architectural Control Committee shall have the right to approve or disapprove any such building plans and specifications; 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 Association of said land or contiguous lands.

Any decision by the Architectural Control Committee may be appealed to the Board of Directors by any Member of the Association within (30) days of receipt of the written decision of the ACC by submitting a letter to the Chair of the ACC or any other Board member. The Board may reverse or uphold the decision of the ACC. All meetings of the ACC shall be open to the Members of the Association. Notices for such meetings shall be posted on the bulletin boards located at the front and rear gates as well as information technology solutions used by the Association to notice residents.

**ARTICLE SEVEN**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Membership. The Architectural Control Committee is composed of one (1) or more representatives appointed by the Board, and two (2) or more representatives elected by the Association (if not enough nominations are submitted, the Board will appoint the representative(s) with one committee member being an active member of the Board who shall serve as the Chair of the committee. The members of the committee and its designated representatives shall not be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Procedure. The ACC's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove an architectural request within 15 days after the required plans and specifications have been submitted to it, the owner must notify the President, Vice President and Secretary of the Board. Then if no action is taken by the Board or ACC within 15 days after notice to the Board, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 3. Submission of Plans. At least ten days prior to the commencement of a building, fence, wall or other structure, any exterior addition to or change or alteration, such plans and specifications shall be submitted to the ACC 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 (or other such plans as are reasonable for the extent of the project including documents used in permitting the project). 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 (guesthouses and outbuildings are allowed where permitted and approved by the ACC). 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, (guesthouses and outbuildings are allowed where permitted and approved by the ACC). Once the construction of any building has 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 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. If approved in writing by the Board, two or more lots may be legally combined into one lot and considered as one lot for building purposes and payment of annual dues, however, once combined the lots may not be separated. A guesthouse will be permitted as a detached building provided that the building lot or lots of a property owner contain at least two acres of area. The guesthouse will be subject to all of the restrictions and architectural control of the main residence.

Each lot will be allowed one outbuilding, which will require written approval of the ACC as provided for in Article Seven herein.

**ARTICLE NINE**  
**TEMPORARY STRUCTURES**

Structures of a temporary character including but not limited to, portalets, PODs, dumpsters, etc., shall not be permitted on any lot at any time unless approved in writing by the ACC, except that tents, inflatable slides, bounce houses, or similar structures in a backyard for less than 48 hours in a week are permitted but are subject to Article Thirty. Any temporary structure, which will be present for more than 48 hours in a week or longer than a week, will require written approval by the ACC. For purposes of this Article Nine, temporary is defined as less than six months within any 12-month period.

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 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 setback 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, 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 / WALKWAY CONSTRUCTION AND PARKING**

All driveways shall be constructed of concrete, asphalt, paver stones, or other material that has been approved in writing by the ACC. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

Nothing, other than automobiles, shall be parked in the driveway. Boats, trailers, campers, and other vehicles shall be parked or stored within the garage or carport or be positioned toward the rear of the property (i.e. if a line were to be drawn parallel to the street which the house faces, and such line touched the closest point of the front of the house from that street, the vehicle would be fully behind the line.) Corner lot parking positions for boats, trailers, campers and other vehicles will be handled on an individual basis as determined by the ACC or the Board.

**ARTICLE SEVENTEEN**  
**TELEVISION ANTENNAS**

Exterior radio and television antenna installations are not permitted unless approved in writing by the Architectural Control Committee or allowed by Florida law.

**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 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 residence or outbuilding, 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 six square feet advertising the property for sale or rent, which may include contact information and price; and the following additional signs:

Advertising vendor work on property (limited to 7 calendar days after work is completed) and advising of security system on premises.

All signs are subject to the following limitations:

- Signs may not be more than 6 square feet,
- Signs may not be illuminated and may not emit light,
- Signs may not be more than 6 feet above the ground,
- and not more than three signs are allowed on any lot at one time.

All other signs must be approved in writing by ACC or by policy of the Board.

(Examples: Advertising/congratulating achievements of residents, limited to 7 calendar days for each achievement, birthdays, retirement, graduations, etc. Advertising event at residence, open house, estate sale, parties, generic language only, limited to day(s) of event only. Advising about safety in LOHA, such as "Slow Children Playing" or "Caution Pets in Area").

**ARTICLE TWENTY FOUR**  
**PROTECTIVE SCREENING**

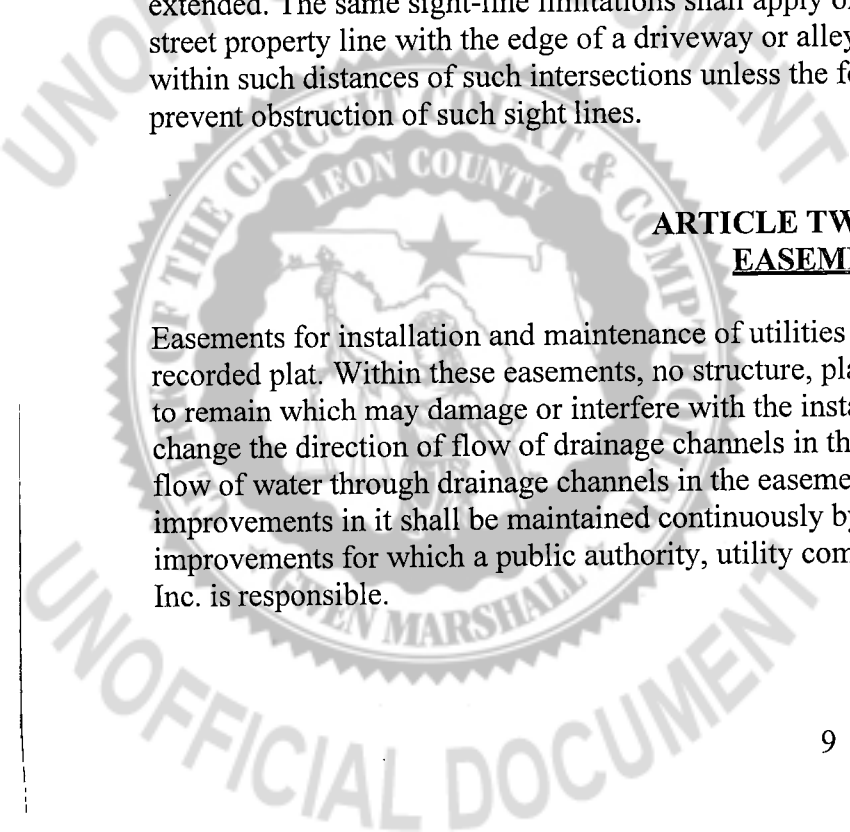
Protective screening areas are or shall be established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," planting, fences or walls shall be maintained throughout the entire length of such areas to form an effective 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 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 (except the swimming pool) 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. Lafayette Oaks Homes Association, Inc. assumes no responsibility for the purity of any ground water in any area owned or operated by the Lafayette Oaks Homes Association, Inc. 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.

**ARTICLE TWENTY EIGHT  
LIVESTOCK AND POULTRY**

No animals, livestock, horses, 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, or are under direct human supervision and control when in the common areas of Lafayette Oaks.

**ARTICLE TWENTY NINE  
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.

**ARTICLE THIRTY  
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.

Activities which create loud noises such as lawn mowing, pressure washing, exterior construction, etc. shall not commence prior to 8 am (EST) nor continue after 10 pm (EST).

**ARTICLE THIRTY ONE**  
**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 dues and special 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.

Section 2. Voting Rights.

Members shall be all those owners as defined in Section 1. 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. Lots which have been approved by the Board as legally conjoined, will only have one vote.

Section 3. Suspension of Voting Rights. The Association may suspend the voting rights of a Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent. The voting interest or consent right allocated to a Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all interests available to take or approve any action. The suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum or the percentage or number of voting interests required to conduct an election. All suspensions under this section must be approved at a properly noticed Board meeting and upon approval; the Board must notify the owner of the suspension in writing.

**ARTICLE THIRTY TWO**  
**PROPERTY RIGHTS IN THE COMMON**  
**PROPERTIES**

Section 1. Member 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 Association maintains the legal title to the Common Properties.

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 Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties; 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 dues or special 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 a 2/3 vote of the eligible voting interest, voting in person or by proxy at a meeting called for such purpose where a fifty (50) percent quorum is present in person or by proxy, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action there under 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 way 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 THREE** **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Special Assessments and annual Dues. Each owner of any Lot by acceptance of a deed therefore, 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 dues 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 Dues 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 annual Dues or Special Assessment is made. Each such annual Dues and Special Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the annual Dues and Special 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 Dues. Current annual dues, as of the date of this Amended and Restated Declaration, and for at least three years prior, are \$500 per lot (which includes \$270 per lot for general expenses, \$200 per lot reserve for streets and drainage expenses, and \$15 per lot reserve for both amenities and buildings expenses). If the reserve for amenities or buildings exceeds \$25,000, the Board may move the amount over \$25,000 to another reserve account. Dues may not be raised more than once in any three-year period in accordance with Section 5 below.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual dues authorized by Section 3 hereof, the Association may levy in any dues 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 Dues. The Board shall study the current and future needs of the Association and periodically recommend to the membership an annual dues level consistent with those needs and any proposed annual budget. The Association may change the maximum amount and basis of dues prospectively for any such period provided that any such change shall have the assent of a (2/3) majority of the votes of 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, provided further that the limitations shall not apply to any change in the maximum amount and basis of the dues and special 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 fifty (50) percent 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 dues assessments. Due Dates. The dues for any year shall become due and payable on the first day of January of said year, and shall be delinquent if not paid by January 31, and incur a .5% per month interest charge starting January 1.

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 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 dues or special assessments: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the dues or special assessments are not paid on the date when due (being the dates specified in Section 7 hereof) then such dues or special assessments shall become

delinquent and shall, together with such interest thereon 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 dues or special assessments, 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 dues or special assessments are not paid by January 31, dues or special assessments shall bear interest from the date of January 1, at the rate of six (6) percent 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 dues or special assessments the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the dues or special assessments 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 dues or special assessments provided for herein is effective from and shall relate back to the date on which the original Declaration of Covenants for the Lot were recorded; however as to first mortgagees of record, the lien is effective from and after recording the claim of lien in the public records of Leon County.

(This restriction does not bestow upon any lien, mortgage, or certified judgment of record on the date of this Amended and Restated Declaration of Covenants and Restrictions, including a lien for unpaid assessments as provided herein, a priority that, by law, the lien, mortgage or judgment did not have before the date of this Amended and Restated Declaration of Covenants and Restrictions.)

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the dues or special 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 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 dues or special assessments, charges or liens.

#### **ARTICLE THIRTY FOUR** **EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon every lot under Article One hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, the mowing of grass and weeds, the trimming of shrubs, or the removal of dead or diseased trees, trash and litter.

Section 2. Procedure.

(a) Reporting. Maintenance issues shall be reported to the ACC.

(b) Investigation. The ACC will investigate the report within one week and if a maintenance issue exists it will proceed to step C.

(c) Contact and Resolution. The ACC will contact the owner in person, by phone or email to notify them of the maintenance issue. If the ACC is unable to contact the owner or if this contact fails to resolve the

maintenance issue within a reasonable period of time (not less than 2 weeks), the ACC will notify the Board of the issue. The Board will send a certified letter to the address notifying the owner of record of the maintenance issue, the previous contact, and notification that if the issue is not resolved with 2 weeks, the Association will resolve the issue and assess the owner for the cost.

Section 3. 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 pursuant to Article Thirty Three, 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.

Section 4. Appeal. The owner may make an appeal to the Board contesting the maintenance issue, cost of resolution charged, and/or fine. Board may establish policies to hear appeals.

### **ARTICLE THIRTY FIVE** **FIRE ARMS AND HUNTING**

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 SIX** **MOTORIZED VEHICLES**

Section 1. 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. Postal Service or by law enforcement agencies. Bicycles, tricycles, and other children's wheel goods operated in Lafayette Oaks are subject to speed limit signs posted in the subdivision and all applicable laws of the State, and County ordinances, and are subject to guidelines approved by a 2/3 vote of the Board.

Section 2. Golf Carts. "Golf Carts" are authorized in common areas and streets in Lafayette Oaks, and are subject to speed limit signs posted in the subdivision and all applicable laws of the State, and County ordinances, and are subject to guidelines approved by a 2/3 vote of the Board.

Section 3. Motorcycles. "Motorcycles" are authorized in common areas and streets in Lafayette Oaks and are subject to speed limit signs posted in the subdivision and all applicable laws of the State, and County ordinances, and are subject to guidelines approved by a 2/3 vote of the Board.

Section 4. Other Vehicles. All other authorized motorized and non-motorized vehicles, not specifically mentioned above, that are operated in the common areas and streets in Lafayette Oaks are subject to speed limit signs posted in the subdivision, all applicable laws of the State, and County ordinances, and guidelines approved by a 2/3 vote of the Board.

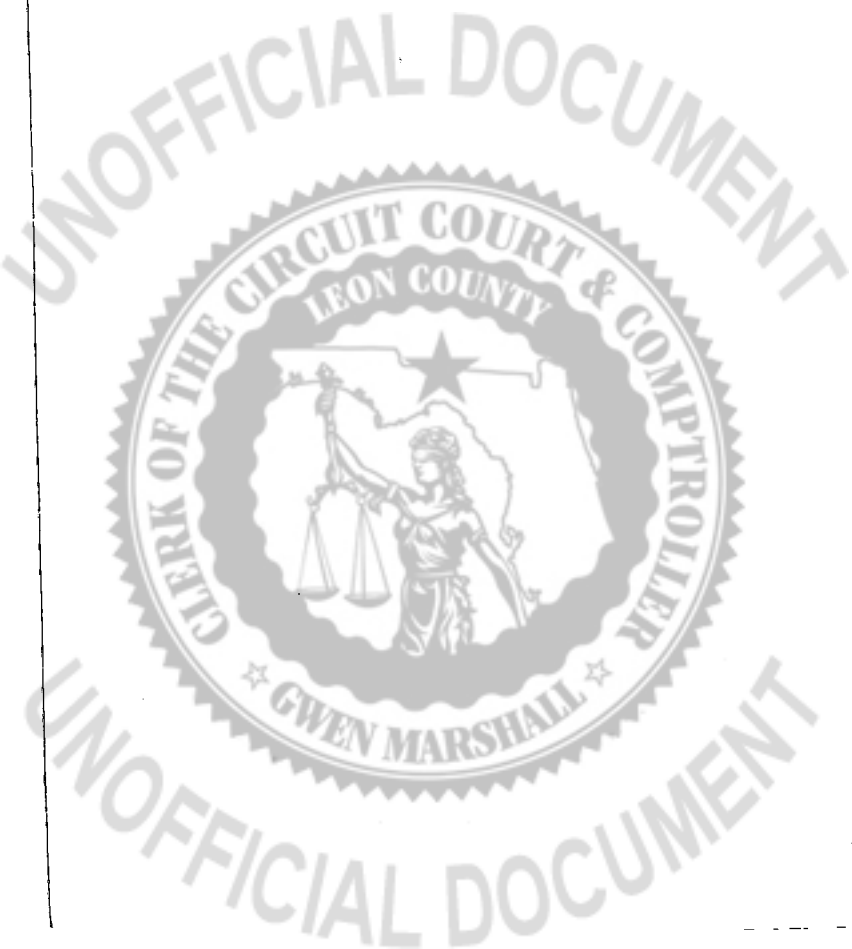
**ARTICLE THIRTY SEVEN**  
**ELECTRONIC GATE CONTROL**

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. 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, except as otherwise approved by the Board, in its sole discretion after a request from a resident asking for the gates to be open for a specified time period and for a specific event or circumstance.

**ARTICLE THIRTY EIGHT**  
**PROPERTY RENTAL**

Property owners wishing to rent their houses will deliver a copy of the rental agreement to LOHA before the renter takes occupancy. The maximum number of occupants in a house shall be limited to two (2) people per bedroom in the unit. There shall be no subleasing of units or assignment of leases without prior written Board approval. No rentals for less than one year shall be approved in LO. Rental must be to a private person or persons.

Nothing in the aforementioned shall be construed to be in violation of the provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto. PUBLIC LAW 100-430—SEPT. 13, 1988



IN WITNESS WHEREOF, the undersigned has caused this Amended Declaration of Covenants and Restrictions for Lafayette Oaks Homes Association, Inc. to be executed by its authorized officers the day set forth above.

WITNESSES: LAFAYETTE OAKS HOMES ASSOCIATION, INC.

1. Amber Hodges

By: [Signature]

Print: Michael P. Mentillo

Its President

2. Susan Mentillo

Attest: [Signature]

Print: Kim S. Curren

Its Secretary

State of FLORIDA

County of LEON

The foregoing instrument was sworn to and subscribed before me, by means of  physical presence or  online notarization, this 22 day of April, 2021, by Michael Mentillo President of Lafayette Oaks Homes Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has  produced FL Drivers license as identification.

Amber Hodges  
Notary Public

My Commission Expires: 4/12/2025



State of FLORIDA

County of LEON

The foregoing instrument was sworn to and subscribed before me, by means of  physical presence or  online notarization, this 22 day of April, 2021, by Kim Curren, Secretary of Lafayette Oaks Homes Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has  produced FL Drivers license as identification.

Amber Hodges  
Notary Public

My Commission Expires: 4/12/2025

