

OR 1650 PG 1601

12155741

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

JUN 29 4 14 PM '93

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

AMENDMENTS TO  
RESTRICTION AGREEMENT  
FOR  
THE VINEYARDS

As Recorded January 26, 1984  
OR 1099 PG 814

STATE OF FLORIDA  
COUNTY OF LEON

The Restrictive Agreement for The Vineyards shall be  
amended as follows:

**ARTICLE IV.**

**ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee is composed of Billy Mock, Luther E. Council, Sr. and the President of the Vineyard's Property Owners Association, Inc. By unanimous consent, 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. No member of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record members of a majority of the acreage of the properties (including lots not sold and therefore remaining in the possession of Lafayette Vineyards, Ltd.) shall have the power through a duly recorded written instrument to change the membership of the

Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In 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, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least thirty (30) 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 a plot plan showing location and orientation of all buildings, trees which are nine (9) inches or more diameter at a height measured three (3) feet above the natural ground elevation, other structures, and improvements proposed to be constructed on the building plot (including fences), 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 V.

### LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted



OR 1650 PG 1603

to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, one guest house and one detached building to be used as a barn, stable, storage building or workshop. 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 within eight months after the start of the first construction upon each building lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. 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. Any barn, stable, storage building or workshop may be used only for private, non-commercial purposes. Any such detached building will be subject to all of the restrictions and architectural control of the main residence.

All detached buildings approved by the Architectural Control Committee shall consist of no less than 200 square feet. Any such detached building must be located behind the main dwelling so as not to be closer to the front lot line than the back end of that dwelling. Water storage tanks must be located interior to the garage or carport or enclosed by exterior surface materials acceptable to the Architectural Control Committee.

**ARTICLE IX.****EXTERIOR STRUCTURE MATERIALS**

The exterior structure material of exterior walls of dwellings must be specifically approved in writing by the Architectural Control Committee. T-111 siding is expressly prohibited as an exterior structure material. All detached or attached building improvements must also substantially conform to the exterior structure materials of the main dwelling.

**ARTICLE XI.****MAINTENANCE OF PROPERTY**

Where lots border on or contain ditches, ponds, drainage canals, swales, and lakes, the buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot owner.

Lawns and grass shall be maintained in a reasonably prudent fashion. Grass shall not exceed 21 inches in height. In the event the grass exceeds 21 inches in height, the Association is authorized to undertake arrangements to have the lot mowed and to cover its cost of mowing plus \$10.00 per acre service charge.

**ARTICLE XIV.****DRIVEWAY AND WALKWAY CONSTRUCTION**

OR 1650 PG 1605

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.

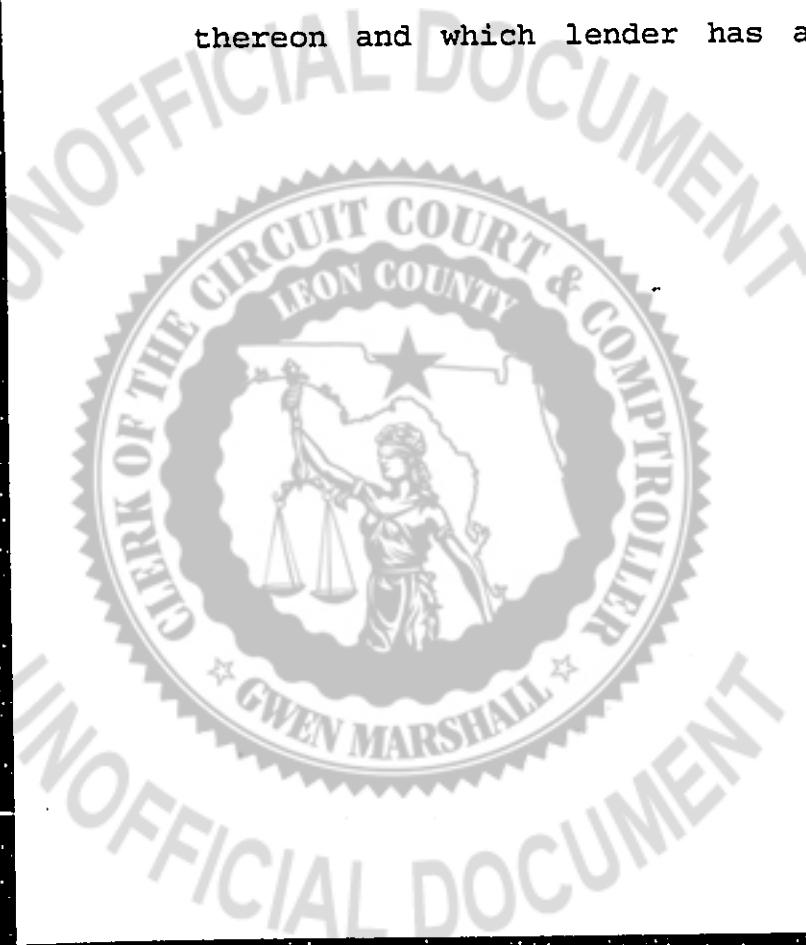
Nothing, other than operative automobiles shall be parked in the driveway. Inoperative automobiles, boats, trailers, and campers shall be parked or stored within the garage or carport or placed behind the residence in such a manner that the vehicle shall not be visible from the street which runs in front of the property. The parking of vehicles shall be prohibited in areas other than in the driveway or behind the residence as described above.

#### ARTICLE XXIV.

##### ASSOCIATION ASSESSMENTS

Except as hereinafter provided, all members of the Association must pay annual assessments and/or dues in such amounts as may from time to time be established by the Association. The initial amount of assessment to be paid by the owner of each acre in this subdivision shall be \$25.00 for each maintenance year, payable in advance at closing of the purchase of each lot. Assessments and/or dues shall thereafter be due and payable on or before the first day of each maintenance year. Annual assessments after the initial assessment will be prorations of an expected budget based on one (1) unit for each acre owned and four (4) units for each dwelling. The total units will be divided into the total budget to determine the assessment of each property owner. All such assessments and/or dues shall be used to create a fund for the construction, operation and maintenance of any recreational

facilities created by the Association for the enforcement of these Restrictions, the maintenance and repair of all roads, drainage and lighting in the subdivision, the payment of any taxes, assessments and liens on any property owned by the Association, the administration of any other responsibilities of the Association provided for in these Restrictions for the benefit of the subdivision as a whole but for which funds have not been otherwise provided, and to otherwise promote the betterment, beautification and security of the subdivision as the Association may from time to time determine. All matters relating to the assessment, collection, expenditure and administration of the funds shall be determined by the Association. The amount of the assessment to be set by the Association may also include the cost of making of said assessments. Delinquent assessments shall bear interest from the date due at the maximum rate permitted by the laws of the State of Florida and if collected through any court, such court costs and reasonable attorney's fees as set by the court shall be added to said assessment. Unless approved by the owners of at least 51 percent of the acreage in the subdivision (other than those lots designated as being owned by the Association and those designated as utilities, if any) the Association may not raise the above-mentioned assessments by more than 15 percent in any one calendar year. Except as hereinafter provided, no assessments or dues shall accrue against acreage while it is owned by a bona fide lender which has theretofore loaned money to an owner of a lot for the purchase of such property and/or the construction of improvements thereon and which lender has acquire title to said lot by a



OR 1650 PG 1607

foreclosure of its lien or a reconveyance to said lender in lieu of foreclosure. If, however, said lender rents or otherwise allows said property to be utilized by anyone, for a fee or otherwise, the aforesaid assessments and/or dues shall accrue against said lender and the lien for said assessment and/or dues shall accrue against the land as hereinafter provided for the periods of time said property is rented or otherwise utilized.

The annual assessment as of January, 1993, is \$66.00 per acre. Annual dues which have not been remitted on the due date, are assessed a \$25.00 late charge.

## ARTICLE XXVII.

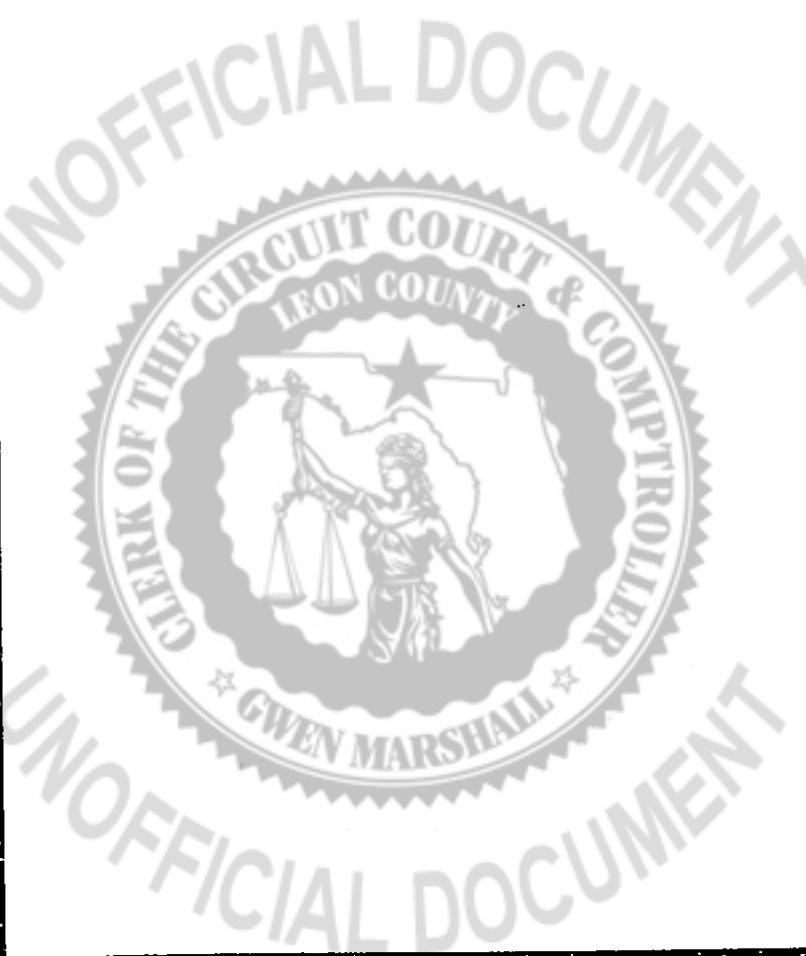
### MEMBERSHIP AND ASSOCIATION

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 when it is formed, 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.

The Association shall have one class of voting membership. The members shall be all those members defined in Section I and shall include the Owner. Each member shall be entitled to one vote for each acre and four votes for each dwelling in which he holds the interests required for membership by Section

I. When more than one person holds such interest or interest in any acre or dwelling, all such persons shall be Members, and the vote for such acre(s) or dwelling 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.

In order to be a voting member in good standing, all dues and Association assessments must be current at the time of the vote.



OR 1650 PG 1609

STATE OF FLORIDA  
COUNTY OF LEON

FRANK MATTHEWS, being duly sworn, says that he is VICE-PRESIDENT for and  
that he/she is authorized to execute these documents in its behalf.



Frank E. Matthews  
Vice-President  
The Vineyards' Homeowners Association

Sworn to and subscribed before me

this 29<sup>th</sup> June, 1993, by FRANK E. MATTHEWS

who is personally known to me.

  
Marilyn S. Tyre  
Notary public, State of Florida

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1994  
Bonded Thru Tracy Fain - Insurance Inc.

