

THIS INSTRUMENT PREPARED BY:

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OR1099PC 814

R E S T R I C T I O N A G R E E M E N T

FOR

THE VINEYARDS

STATE OF FLORIDA
COUNTY OF LEON

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JAN 26 3 30 PM 1994
PAUL F. WATKINS
CLERK OF CIRCUIT COURT

654395

KNOW ALL MEN BY THESE PRESENTS, that LAFAYETTE VINEYARDS AND WINERY, LTD., a Florida limited partnership formerly known as Lafayette Vineyards, Ltd., hereinafter referred to as the Owner, does hereby covenant and agree to and with all other persons, firms or corporations now owning or hereinafter acquiring any interest in the property described in Exhibits "A" and "B" attached hereto, that such property SHALL BE SUBJECT TO the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

ARTICLE I.
Definitions

The following words when used in this Agreement or any supplemental agreement (unless the context shall prohibit) shall have the following meanings:

- A. "Association" shall mean and refer to The Vineyards Property Owners' Association, Inc.
- B. "Board" shall mean and refer to the Board of Directors of The Vineyards Property Owners' Association, Inc.
- C. "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Agreement. As of the present time, the Properties are limited to Blocks A, B & C of The Vineyards as will more particularly appear in the attached Exhibit "A". The legal description of said properties which are subject to this Agreement is set out in the attached Exhibit "B". The Owner intends to offer such building

lots for sale to the general public. In the making of such sales, it is likely that the lot lines appearing in the attached Exhibit "A" will change according to the demands for greater or lesser acreage in any one building lot. The boundaries of all lots so sold shall be to the center of a roadway and utilities easement as appears on the attached Exhibit "A". The Owner presently plans to arrange for the installation of electrical utilities along the designated easement. It shall be the responsibility of purchasers of said lots to arrange for installation of utility services from the easement to individual dwellings constructed on said lots, to arrange for the drilling of wells for drinking water, and to arrange for the installation of septic tanks on lots purchased, all at no expense to Lafayette Vineyards, Ltd.

- D. "Common Properties" shall mean and refer to those areas of land devoted to the common use and enjoyment of the owners of the properties. The attached Exhibit "A" describes by plat the lands presently designated as being common properties which consist of a roadway and utility easement which appears in the plat in Blocks "A", "B" and "C". "Common Properties" shall also be any other property purchased or leased by the Association and devoted to the common use and enjoyment of the owners of the Properties.
- E. "Member" 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 any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- F. "Owner" shall mean Lafayette Vineyards, Ltd., or its successor partnership, Lafayette Vineyards and Winery, Ltd., upon the formation of said partnership.

**ARTICLE II.
Enforcement**

Enforcement of these covenants and restrictions shall be by the Association, by Lafayette Vineyards, Ltd., or by any member 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, Lafayette Vineyards, Ltd. or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action brought by the Association, Lafayette Vineyards, Ltd., or any member, in which said action is successfully completed, the party against whom said action is brought hereby covenants and agrees to reimburse said party such reasonable costs incurred in said legal action, including but not being limited to reasonable attorney's fees.

**ARTICLE III.
Restriction Upon Use**

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. All plans for docks on lakeside lots shall also be subject to approval by the Architectural Control Committee.

ARTICLE IV.
Architectural Control Committee

The Architectural Control Committee is composed of GARY M. KETCHUM and C. GARY COX. 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 member 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. 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 in 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 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.

**ARTICLE VI.
Temporary Structures**

No structure of a temporary character (including mobile homes), bomb shelter, tent, shack, tool or storage sheds, barn or other outbuilding of any type shall be located on any lot or

building site at any time, unless approved by the Architectural Control Committee.

**ARTICLE VII.
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 1,800 square feet of heated and cooled "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 1,200 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 VIII.
Building Location**

- A. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 45 feet to any side street line.
- B. No building shall be located nearer than 30 feet to an interior lot line and must be at least 60 feet from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 75 feet to the rear lot line.
- C. No driveway shall be located nearer than 10 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. 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 IX.
Exterior Structure Materials**

The exterior structure material of exterior walls of dwellings must be specifically approved in writing by the Architectural Control Committee.

**ARTICLE X.
Garages and Carports**

Each Living Unit shall have a functional carport or garage. 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 instances shall the entrance be permitted to face the front lot line of the property.

**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.

**ARTICLE XII.
Subdivision**

All purchasers of property subject to this restriction agreement shall make no future subdivisions of their respective properties into tracts of less than one and one-half acres and only one dwelling may be located on each of said tracts, said dwelling to contain a minimum of 1,800 square feet of living area.

ARTICLE XIII.
Owner's Easement

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The Owner hereby reserves unto itself, its successors, legal representatives and assigns, a perpetual, alienable and release-able easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water or other public conveyances or utilities on, in or over all the easements reserved or shown on Exhibit "A" and in recorded easement instruments, together with the right of ingress and egress to and from the lands affected by such easements. The Owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

ARTICLE XIV.
Driveway and Walkway Construction

All driveways shall be constructed of concrete or "hot mix" asphalt or other substances such as crushed rock, if approved by the Architectural Control Committee. 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 vehicles shall not be visible from the street which runs in front of the property.

ARTICLE XV.
Animals

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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 not allowed to wander or roam freely about the neighborhood. Horses may be kept for private, non-commercial, recreational purposes in a number not to exceed the greater of one horse for each member of the family occupying the living unit on any lot, or one horse per owned acre.

ARTICLE XVI.
Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kinds 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 XVII.
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 XVIII.
Signs

No sign of any kind shall be displayed to the public view except one sign of not more than five square feet advertising

the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

**ARTICLE XIX.
Trash and Garbage**

No property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be stored in a place not visible from the street when not placed for pick-up.

**ARTICLE XX.
Waiver of Violations**

Where a building has been erected or the construction thereof is substantially advanced and it is situated on any lot in such a manner that the same constitutes a violation of any of these restrictions, the Owner shall have the right any time to release such lot or portions thereof from any such part of these provisions of any of said covenants as are violated, provided, however, that the Owner shall not waive a violation or violations of any of these restrictions except as to violations which the Owner in its sole discretion, determines to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by the Owner that such violation or violations are minor.

**ARTICLE XXI.
Amendment of Agreement**

So long as the Owner owns at least 51 percent of the acreage in this subdivision (other than those parcels which might be designated for utilities) unless specifically prohibited by those

other provisions contained herein, the Owner, with the consent of the Florida National Bank, at its sole discretion shall have the right to waive or amend these restrictions in whole or in part for minor or immaterial changes by executing a written instrument making said changes and having the same duly recorded by the Clerk of Court of Leon County, Florida. As to these provisions and restrictions, after the Owner or its successors and assigns, own less than 51 percent of the acreage in this subdivision, the owners of at least 51 percent of the acreage in the subdivision (other than those designated as utilities), may change these Covenants in whole or in part for minor or immaterial changes by likewise executing a written instrument to that effect and recording said instrument or instruments with the Clerk of Court of Leon County, Florida.

**ARTICLE XXII.
Duration of Restrictions**

These are not only covenants, conditions and easements that are to run with the land, but, except as they may or might be amended in accordance with Paragraph XXI, they shall be binding on all parties and all persons claiming under them for thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the then owners of a majority of lots, it is agreed to change said covenants in whole or in part, or to terminate them.

**ARTICLE XXIII.
Establishment of Association**

The Vineyard Property Owners' Association, Inc., a Florida non-profit corporation, has been formed and filed with the Department of State, State of Florida. The Owner therefore transfers and assigns unto such Association the following:

- A. All monies on hand at said time in the fund established by the assessments hereinafter provided.
- B. With the specific exception of the Owner's right to amend these Restrictions so long as it owns at least 51 percent of the acreage in this subdivision (other than those designated as being owned by the "Property Owners Association" and those designated for utilities, if any), all rights, privileges, duties, responsibilities, powers and authorities heretofore reserved unto Owner under the terms of these Restrictions, including but not limited to its rights of enforcement of these Restrictions, the collection of the assessments and/or dues hereinafter provided and the foreclosure of any liens reserved to enforce collection of said assessment and/or dues, after which event, with the just stated exception, said non-profit corporation or unincorporated association, shall have all of the rights, privileges, duties, responsibilities, powers and authorities herein granted and reserved unto the Owner.

**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 prorrations 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 acquired title to said lot by a 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.

**ARTICLE XXV.
Damage Repairs**

In the event damage occurs to the driveway or drainage facilities along the road on a lot, which damage is occasioned by the negligent act or failure to act by the owner thereof, and the owner, after request by the Association, fails to repair said damage, then the Association shall have the right, but not the obligation, to repair such damage and to assess that owner of the lot for all costs and expenses incurred in connection therewith. The amount so assessed shall be due and payable immediately by the owner of the property so affected to the Association.

**ARTICLE XXVI.
Vendor's Lien**

Except as hereinabove provided concerning the period of ownership of acreage by a bona fide lender who has acquired title to a lot by a foreclosure or reconveyance in lieu of foreclosure, in order to secure the payments of the assessments and/or dues provided in this paragraph, a vendor's lien, or its equivalent, shall be and is hereby expressly reserved to secure the payment of said assessments and/or dues, which lien may be enforceable by appropriate judicial process by the Association. Such vendor's lien shall, however, be automatically second and subordinate to the lien or liens of any bona fide lender which hereafter lends money to the owner of any lot for the purchase of

such property or the construction or improvements on said property. It is expressly further provided, however, that the foreclosure of any prior lien against any lot shall extinguish only the amount of the accrued and unpaid assessments and/or dues against such lot as of the date of such foreclosure, and shall not terminate the liability of the new owner of such lot for payment of assessments and/or dues which shall accrue subsequent to the date of such foreclosure.

ARTICLE XXVII.
Membership In 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 as 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 interests 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.

ARTICLE XXVIII.
Property Rights In The Common Properties

A. **Members' Easements of Enjoyment.** Subject to the provisions of Section C hereof, 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.

B. **Title to Common Properties.** The Owner 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 Owner, the Association is able to maintain the same but, notwithstanding any provision herein, the Owner hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than the first day of January, 1990.

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

- (1) The right of the Owner 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 the right to charge admission and other fees as a condition to continued enjoyment by the Members and if necessary, to open the enjoyment by the Members and if necessary, to open the enjoyment of such properties to a wide public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

- (2) 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 30 days for any infraction of its published rules and regulations; and,
- (3) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,
- (4) 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 hereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose of condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 30 days in advance of any action taken; and,
- (5) 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 The Vineyards 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 XXIX.
Covenant for Maintenance Assessments

A. Creation of the Lien and Personal Obligation of Assessments. The Owner, for each acre owned by it within the Properties, hereby covenants and the purchaser of each acre, by acceptance of deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall 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.

B. 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 date 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.

The amount of the annual assessments 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 D hereof as the remaining number of months in that year bear to twelve.

C. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section A 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 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 30 days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

D. **Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement, and the amount of the annual assessment against each lot referred to in Section B hereof, for each assessment period at least 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 Member. Written notice of the assessment thereupon shall be sent to every Member subject thereto.

The Association shall, upon demand, furnish at any time to any Member 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 con-

clusive evidence of payment of any assessment therein stated to have been paid.

E. Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due, then such assessment 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 member, his heirs, devisees, personal representatives and assigns. The personal obligation of the then member 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 30 days after the delinquent date, the Assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum and the Association may bring an action at law against the Member personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of 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.

F. 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. This 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.

G. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and lien created herein:

- (1) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (2) All Common Properties;
- (3) All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and
- (4) Properties used by Owner as vineyard or winery.

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

ARTICLE XXX.
Miscellaneous

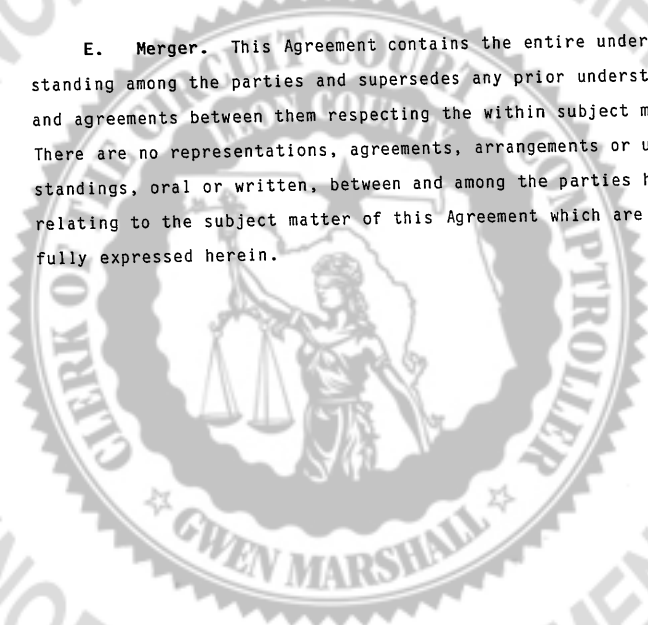
A. Severability. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect in any way the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of the time involved in any violation, shall not be deemed a waiver of the right to enforce against the violator or others the conditions and covenants so violated or any other conditions. The Owner, its successors or assigns, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected and to recover the cost or damages thereof.

B. **Captions.** Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

C. **Singular, plural and gender.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership or other form of association.

D. **Survival.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

E. **Merger.** This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.



LAFAYETTE VINEYARDS AND WINERY, LTD.

Witnesses:

[Signature]
[Signature]
 As to Lafayette Vineyards and Winery, Ltd.

By [Signature]
 C. GARY COX, General Partner

By [Signature]
 GARY M. KETCHUM, General Partner

STATE OF FLORIDA
 COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared C. GARY COX and GARY M. KETCHUM, to me well known to be the General Partners of Lafayette Vineyards and Winery, Ltd., and the individuals described in and who executed and subscribed to the foregoing instrument, and acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.

WITNESS MY HAND AND SEAL this 18 day of JANUARY, 1984.

[Signature]
 NOTARY PUBLIC
 My Commission Expires: 4-20-86

THE VINEYARDS PROPERTY OWNERS' ASSOCIATION, INC.

Witnesses:

[Signature]
[Signature]
 As to The Vineyards Property Owners' Association, Inc.

By [Signature]
 Its President

STATE OF FLORIDA
 COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared GARY M. KETCHUM, to me well known to be the President of The Vineyards Property Owners' Association, Inc., and who executed and subscribed to the foregoing instrument, and acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

WITNESS MY HAND AND SEAL this 18 day of JANUARY, 1984.

[Signature]
 NOTARY PUBLIC
 My Commission Expires: 4-20-86

Commence at a concrete monument marking the Northeast corner of Section 24, Township 1 North, Range 1 East, Leon County, Florida, and run North 184.42 feet to the Southerly right of way boundary of State Road No. 10 (U.S. #90), thence South 67 degrees 18 minutes 32 seconds West along said right of way boundary 249.75 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING, continue South 67 degrees 18 minutes 32 seconds West along said right of way boundary 920.70 feet to a pinched iron pipe, thence South 00 degrees 05 minutes 25 seconds East along a line described in a boundary line agreement as recorded in Official Records Book 779, Pages 683 and 684 of the Public Records of Leon County, Florida, a distance of 2886.42 feet to a concrete monument, thence North 89 degrees 46 minutes 02 seconds East along the Northerly boundary of property described in Official Records Book 982, Page 538 of the Public Records of Leon County, Florida, a distance of 1080.00 feet to a concrete monument, thence South 00 degrees 05 minutes 25 seconds East along the East boundary of said property 47.14 feet to a concrete monument, thence South 89 degrees 51 minutes 37 seconds East 1031.72 feet, thence North 00 degrees 27 minutes 03 seconds West 1378.79 feet, thence South 89 degrees 32 minutes 57 seconds West 558.46 feet to a concrete monument, thence North 00 degrees 05 minutes 25 seconds West 646.70 feet, thence North 08 degrees 28 minutes 12 seconds West 1069.32 feet, thence South 67 degrees 18 minutes 32 seconds West 583.56 feet, thence North 00 degrees 05 minutes 25 seconds West 433.27 feet to the POINT OF BEGINNING: containing 123.06 acres, more or less.

The foregoing described property being subject to a 30-foot natural gas line easement, powerlines, roadway easements and a well site easement.

