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RECORD AND RETURN TO:
John F. Roscow, IV **158**
Holden, Roscow & Caedington, PL
5608 NW 43rd Street
Gainesville, Florida 32653

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3367597 4 PG(S)
September 22, 2021 02:53:00 PM
Book 4933 Page 748
J.K. JESSE, IRBY, ESQ., Clerk of Court
ALACHUA COUNTY, Florida



**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR FLINT ROCK AGRIHOOD**

This Second Amendment to the Declaration of Covenants and Restrictions for Flint Rock Agrihood is made this 16th day of September, 2021, by **FLINT ROCK AGRIHOOD, LLC**, a Florida limited liability company ("DECLARANT").

WHEREAS, DECLARANT reserved the right under Article 11.1 of the Declaration to amend the Declaration.

WHEREAS, DECLARANT, in its desire to provide for the preservation of the values and amenities in such community and for the maintenance of its common properties, makes the following amendments to the Declaration of Covenants and Restrictions for Flint Rock Agrihood dated February 26, 2021, and filed March 16, 2021, in Official Records Book 4869, page 485, Public Records of Alachua County, Florida.

Now therefore, the Declaration is hereby amended as follows:

Article 7.6 is hereby deleted from the Declaration.

Article 7.8 is hereby superseded and replaced with the following provision:

7.8 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, except storage sheds, which shall be screened from view from the street with vegetation or other decorative fencing, which must be approved by the APPROVING PARTY, and which shall not violate any set-back requirements for permanent structures.

Article 7.10 is hereby superseded and replaced with the following provision:

7.10 Vehicles and Boats. Only automobiles, vans, pick-up trucks with a carrying capacity of 1 ton or less, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY for an unreasonable period of time without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no commercial vehicles, with the exception of vans and pick-up trucks, no boat, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, may be parked or stored outside of a UNIT for an unreasonable period of time. No parking is permitted on any streets, lawns, or areas other than an improved parking space, driveways and garages, without the consent of the APPROVING PARTY. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY or the temporary parking of automobiles owned by governmental law enforcement agencies. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicles shall be made on the SUBJECT PROPERTY.

Article 7.11 is hereby superseded and replaced with the following provision:

7.11 Pets. No animals or livestock of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets and chickens. No unreasonable number of common household domestic pets are permitted in any UNIT. No pit bull terriers or other vicious pets are permitted without the consent of the APPROVING PARTY. All chickens must be female (no roosters), shall be housed in a coop constructed in a manner consistent with any applicable architectural requirements and shall not range free. Any pet must be carried or kept on a leash when outside of a LOT or fenced-in area. No pet shall be kept outside a UNIT or in any screened porch or patio unless someone is present in the UNIT. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Section.

Article 7.22 is hereby superseded and replaced with the following provision:

7.22 Signs. No sign of any kind shall be displayed to the public view on any Lot or Common Area except as may be approved as to size and design and in accordance with criteria established by the Approving Party. Once DECLARANT no longer owns any LOTS in the SUBJECT PROPERTY, a portable and tasteful "Open House" advertising sign is permitted upon any LOT for a period not exceeding eight hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2 square feet in size, during such periods when the OWNER or a real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. Notwithstanding the foregoing, so long as DECLARANT continues to own any LOTS in the SUBJECT PROPERTY, no "For Sale" signs or any other signs whatsoever are permitted to be placed on any LOT. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this Section, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

Article 7.25 is hereby deleted from the Declaration.

Article 8.4 is hereby superseded and replaced with the following provision:

8.4 Capital Fund. In addition to ASSESSMENTS for COMMON EXPENSES, after a certificate of occupancy for a UNIT constructed upon a LOT is issued by the controlling governmental authority and upon the initial conveyance of the LOT, the OWNER of the LOT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount determined by the DECLARANT, which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, DECLARANT has executed this SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLINT ROCK AGRIHOOD this 16 day of September, 2021.

Witnesses:

FLINT ROCK AGRIHOOD, LLC, a Florida Limited Liability Company

Suzan Carnright
Print name: Suzan Carnright

By: Tara Beauchamp
TARA A. BEAUCHAMP
Manager

Becky Bussard
Print name: Becky Bussard

STATE OF FLORIDA
COUNTY OF Dixie

The foregoing instrument was acknowledged before me by means of [] physical presence or [] on-line notarization this 16th day of September, 2021, by TARA A. BEAUCHAMP, as Manager of FLINT ROCK AGRIHOOD, LLC, a Florida limited liability company, on behalf of the company, who [] is personally known to me or [] produced _____ as identification.

Suzan J. Carnright
Notary Public
Print name: Suzan J. Carnright

My commission expires: Feb. 2, 2022

