

After recording, return to:  
Kristin A. Gardner  
Dunlap & Shipman, P.A.  
2065 Thomasville Road, Suite 102  
Tallahassee, FL 32308

20160029411  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF  
LEON COUNTY FL  
BK: 4924 PG:1890, Page 1 of 29  
05/05/2016 at 12:08 PM,  
BOB INZER, CLERK OF COURTS

**Killearn Homes Association, Inc.**  
2705 Killarney Way  
Tallahassee, FL 32309

### **STATEMENT OF MARKETABLE TITLE ACTION**

The Killearn Homes Association, Inc. ("Association") has taken action to ensure that the following Declarations of Covenants and Restrictions currently burdening the property of each and every member of said Units, retains their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Leon County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association:

1. **Killearn Estates Unit 24 Declaration of Restrictive Covenants, recorded in Official Records Book 1505, Page 2070 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
2. **Killearn Estates Unit 25 Declaration of Restrictive Covenants, recorded in Official Records Book 1420, Page 1431 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
3. **Killearn Estates Unit 27 Declaration of Restrictive Covenants, recorded in Official Records Book 1284, Page 1677 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
4. **Killearn Estates Unit 31 Declaration of Restrictive Covenants, recorded in Official Records Book 1237, Page 1079 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official**

**Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.**

- 5. Killearn Estates Unit 36 Declaration of Restrictive Covenants, recorded in Official Records Book 1157, Page 1203 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 1215, Page 2036, Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534, Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
- 6. Killearn Estates Unit 37 Declaration of Restrictive Covenants, recorded in Official Records Book 1366, Page 1231 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 1458, Page 181, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
- 7. Killearn Estates Unit 38 Declaration of Restrictive Covenants, recorded in Official Records Book 1469, Page 19 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
- 8. Killearn Estates Unit 39 Declaration of Restrictive Covenants, recorded in Official Records Book 1571, Page 2086 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.**
- 9. Killearn Estates Unit 40 Declaration of Restrictive Covenants, recorded in Official Records Book 1525, Page 1949 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.**
- 10. Killearn Estates Unit 41 Declaration of Restrictive Covenants, recorded in Official Records Book 1788, Page 2373 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official**

10. **Killearn Estates Unit 41 Declaration of Restrictive Covenants**, recorded in Official Records Book 1788, Page 2373 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.

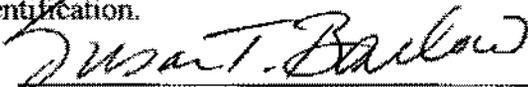
11. **Killearn Estates Unit 42 Declaration of Restrictive Covenants**, recorded in Official Records Book 4086, Page 427 of the public records of Leon County, Florida, as amended by that amendment to the restrictive covenants recorded in Official Records Book 4824, Page 1576, of the public records of Leon County, Florida.

Dated this 3rd day of May, 2016.

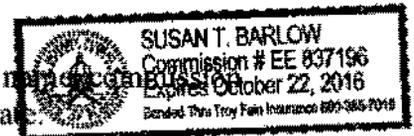
  
John Paul Bailey  
President of Killearn Homes Association, Inc.

STATE OF FLORIDA  
COUNTY OF LEON

Sworn to (or affirmed) and subscribed before me this 3rd day of May, 2016, by John Paul Bailey, president of Killearn Homes Association, Inc. who is personally known to me or who has produced personally known as identification.

  
Notary Public

Print, type or stamp name and expiration date:



Killearn Homes Association, Inc.  
2705 Killarney Way  
Tallahassee, FL 32309

**PROOF OF NOTICE AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LEON

Comes now the undersigned, John Paul Bailey, President of Killearn Homes Association, Inc., being first duly sworn, deposes and says that he posted or caused to be posted, conspicuously on the property, or has hand delivered or mailed written notice of the meeting of the Board of Directors to be held on May 3, 2016, not less than seven (7) days prior to said meeting.

The undersigned also deposes and says that at the meeting of the Board held on May 3, 2016, at least 2/3 of the members of the Board of Directors voted in favor of preserving the following sets of Declaration of Covenants burdening the property described in Exhibit A attached hereto:

- 1. Killearn Estates Unit 24 Declaration of Restrictive Covenants, recorded in Official Records Book 1505, Page 2070 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
- 2. Killearn Estates Unit 25 Declaration of Restrictive Covenants, recorded in Official Records Book 1420, Page 1431 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
- 3. Killearn Estates Unit 27 Declaration of Restrictive Covenants, recorded in Official Records Book 1284, Page 1677 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**

4. **Killearn Estates Unit 31 Declaration of Restrictive Covenants, recorded in Official Records Book 1237, Page 1079 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.**
5. **Killearn Estates Unit 36 Declaration of Restrictive Covenants, recorded in Official Records Book 1157, Page 1203 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 1215, Page 2036, Book 2312, Page 1715, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534, Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
6. **Killearn Estates Unit 37 Declaration of Restrictive Covenants, recorded in Official Records Book 1366, Page 1231 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 1458, Page 181, Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
7. **Killearn Estates Unit 38 Declaration of Restrictive Covenants, recorded in Official Records Book 1469, Page 19 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576 of the public records of Leon County, Florida.**
8. **Killearn Estates Unit 39 Declaration of Restrictive Covenants, recorded in Official Records Book 1571, Page 2086 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.**
9. **Killearn Estates Unit 40 Declaration of Restrictive Covenants, recorded in Official Records Book 1525, Page 1949 of the public records of Leon County, Florida, as amended by those amendments to the restrictive covenants recorded in Official Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.**

Records Book 2445, Page 2105, Book 2502, Page 1138, Book 2534 Page 2353, Book 3433, Page 1023, and Book 4824, Page 1576, of the public records of Leon County, Florida.

- 11. Killearn Estates Unit 42 Declaration of Restrictive Covenants, recorded in Official Records Book 4086, Page 427 of the public records of Leon County, Florida, as amended by that amendment to the restrictive covenants recorded in Official Records Book 4824, Page 1576, of the public records of Leon County, Florida.

WITNESS:

Lynda Kinard  
Weynon

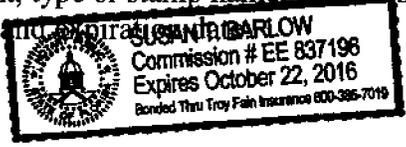
Killearn Homes Association, Inc  
By: John Paul Bailey  
Printed name: John Paul Bailey  
Printed title: President

STATE OF FLORIDA  
COUNTY OF LEON

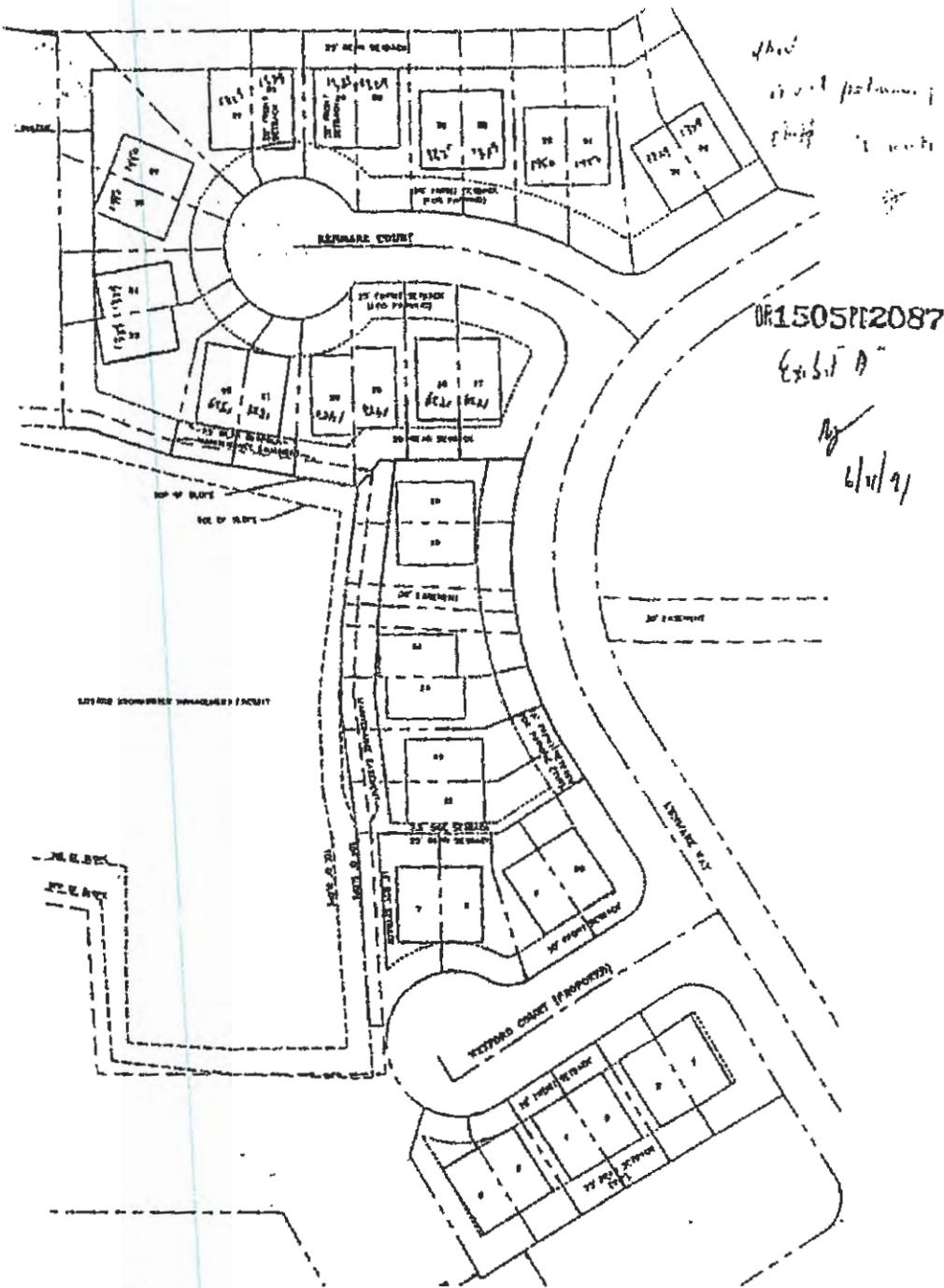
Sworn to (or affirmed) and subscribed before me this 3rd day of May, 2016, by John Paul Bailey, the President of      of Killearn Homes Association, Inc., who is personally known to me or who has produced personally known as identification.

Susan T. Barlow  
Notary Public

Print, type or stamp name, commission no.



# Unit 24



4/20/01  
11/11/01  
11/11/01

DR1505PI2087

Exhibit A

6/11/01

EXHIBIT  
A

tabbles

# Unit 25



GARY ALLEN, P.L.S., President  
MARK HENDERSON, P.L.S.

GARY GEE ALLEN  
REGISTERED LAND SURVEYOR, INC.

OR1420PC1443

4101 APALACHEE PARKWAY

TALLAHASSEE, FLORIDA 32301

PHONE 877-0541

February 21, 1990

KILLEARN ESTATES UNIT NO. 25

## Boundary

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible that there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Begin at the Southeast corner of Lot 8, Block "G", of Kimberton, Unit No. 2, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 20 of the Public Records of Leon County, Florida, and run along the Easterly boundary of Block "G", of said Kimberton, Unit No. 2 as follows: North 29 degrees 46 minutes 29 seconds West 121.71 feet, thence North 15 degrees 24 minutes 48 seconds West 351.99 feet, thence North 06 degrees 24 minutes 08 seconds East 115.79 feet, thence South 86 degrees 14 minutes 50 seconds East 80.12 feet, thence North 04 degrees 55 minutes 29 seconds East 212.73 feet to a point on the Southerly right of way boundary of McLaughlin Drive, thence North 22 degrees 06 minutes 25 seconds East 86.92 feet to a point lying on the Northerly right of way boundary of McLaughlin Drive, said point lying on a curve concave to the South, thence run Easterly along said right of way and said curve with a radius of 1153.79 feet, through a central angle of 01 degree 14 minutes 03 seconds, for an arc distance of 24.87 feet (the chord bearing being South 89 degrees 17 minutes 42 seconds East 24.85 feet), thence South 89 degrees 29 minutes 39 seconds East 5.61 feet to the Southeast corner of Lot 2, Block "F", of Kimberton, Unit No. 2, thence North 09 degrees 07 minutes 52 seconds East along the East boundary of said Lot 2 and the East boundary of Lot 1, Block "F", of Kimberton, Unit 2, a distance of 265.88 feet to the Northeast corner of said Lot 1, Block "F", thence South 55 degrees 05 minutes 18 seconds East 44.42 feet, thence South 80 degrees 29 minutes 46 seconds East 208.76 feet, thence South 81 degrees 54 minutes 52 seconds East 235.80 feet, thence South 54 degrees 31 minutes 35 seconds East 126.46 feet, thence South 17 degrees 18 minutes 03 seconds East 206.32 feet, thence South 28 degrees 39 minutes 31 seconds East 103.74 feet, thence South 22 degrees 45 minutes 00 seconds East 81.99 feet, thence South 38 degrees 38 minutes 03 seconds East 288.34 feet, thence South 63 degrees 27 minutes 32 seconds East 198.62 feet, thence South 79 degrees 30 minutes 37 seconds East 116.02 feet, thence North 88 degrees 32 minutes 27 seconds East 203.16 feet, thence North 87 degrees 57

Exhibit "A"  
(Page 1 of 2 Pages)



GARY GEE ALLEN  
REGISTERED LAND SURVEYOR, INC.

GARY ALLEN, P.L.S., President  
MARK HENDERSON, P.L.S.

BR1420P1444

4101 APALACHEE PARKWAY

TALLAHASSEE, FLORIDA 32301

PHONE: 877-0541

KILLEARN ESTATES UNIT NO. 25  
Boundary  
February 21, 1990  
Page 2 of 2

minutes 46 seconds East 220.48 feet, thence South 68 degrees 26  
minutes 33 seconds East 100.86 feet, thence South 43 degrees 31  
minutes 12 seconds East 365.79 feet, thence South 26 degrees 14  
minutes 48 seconds East 95.55 feet, thence South 09 degrees 28  
minutes 15 seconds East 271.08 feet, thence South 23 degrees 36  
minutes 20 seconds East 272.44 feet to a point on the  
Northwesterly maintained right of way boundary of Centerville  
Road, thence run South 48 degrees 16 minutes 07 seconds West  
along said maintained right of way boundary 252.50 feet, thence  
South 44 degrees 06 minutes 00 seconds West along said maintained  
right of way boundary 256.08 feet to the Northeasterly boundary  
of Killearn Estates Unit No. 16, as recorded in Plat Book 7, Page  
9, of the Public Records of Leon County, Florida, thence run  
along said Northeasterly boundary as follows: North 41 degrees  
52 minutes 20 seconds West 280.35 feet, thence North 41 degrees  
04 minutes 28 seconds West 604.93 feet, thence North 78 degrees  
01 minutes 25 seconds West 844.77 feet, thence North 49 degrees  
09 minutes 36 seconds West 246.18 feet, thence North 85 degrees  
44 minutes 10 seconds West 224.89 feet, thence South 61 degrees  
11 minutes 45 seconds West 37.47 feet to the POINT OF BEGINNING;  
containing 45.66 acres more or less.

A survey has not been performed by Gary Allen Land Surveying,  
Inc., to verify the accuracy of this property and there has been  
no onsite inspection to determine if the foregoing described  
property has any improvements or encroachments.

*Gary G. Allen*

Gary G. Allen  
Registered Florida Surveyor No. 4016



# Unit 27



**Brown & Associates**  
Civil Engineers and Land Surveyors Inc.

001184PC1688

Benjamin E. Brown, P.E. R.L.S.

Glenn C. Brown Jr.,

LEGAL DESCRIPTION FOR KILLEARN ESTATES UNIT NO. 27  
January 25, 1987

Begin at the northernmost corner of Lot 11 Block CR Killearn Estates Unit No. 26, a subdivision as per map or plat thereof as recorded in Plat Book 9 Page 19 of the Public Records of Leon County, Florida. From said POINT OF BEGINNING run South 27 degrees 37 minutes 56 seconds East along the easterly property line of said Lot 11 Block CR, 200.00 feet to a concrete monument (Plat: South 27 degrees 31 minutes 17 seconds East 234.64 feet); THENCE North 79 degrees 35 minutes 02 seconds East 621.16 to a concrete monument; THENCE North 50 degrees 34 minutes 2 seconds East 601.25 feet to a concrete monument on the southeasterly right-of-way boundary line of Griffin Drive; THENCE leaving said southeasterly right-of-way boundary line and crossing said right-of-way run North 58 degrees 14 minutes 39 seconds East 68.09 feet to a concrete monument on the northeasterly right-of-way boundary line of Griffin Drive; THENCE leaving said northeasterly right-of-way boundary line run North 48 degrees 50 minutes 36 seconds East 53.12 feet to a concrete monument; THENCE North 09 degrees 08 minutes 11 seconds West 168.78 feet to a concrete monument; THENCE North 18 degrees 08 minutes 58 seconds West 265.08 feet to a concrete monument; THENCE North 24 degrees 15 minutes 32 seconds West 317.42 feet to a concrete monument; THENCE South 72 degrees 56 minutes 42 seconds West 188.98 feet to a concrete monument; THENCE South 28 degrees 55 minutes 21 seconds West 687.54 feet to a concrete monument; THENCE South 84 degrees 40 minutes 60 seconds West 597.51 feet to a concrete monument; THENCE South 70 degrees 01 minutes 58 seconds West 154.69 feet to a concrete monument; THENCE South 36 degrees 15 minutes 39 seconds East along the easterly property line of Lot 1 Block CQ of the aforesaid Killearn Estates Unit No. 26, 306.95 feet to a concrete monument on the northwesterly right-of-way boundary line of Kilmartin Drive (Plat: South 36 degrees 15 minutes 09 seconds East 306.87 feet); THENCE leaving said property line and leaving said northwesterly right-of-way boundary line and crossing said right-of-way run South 34 degrees 58 minutes 55 seconds East 60.25 feet to the POINT OF BEGINNING, (Plat: South 35 degrees 09 minutes 37 seconds East 60.03 feet) containing 20.01 acres more or less.

EXHIBIT "A"

# Unit 31



2937-A Killearn Court  
Tallahassee, FL 32303

**Brown & Associates**  
Civil Engineers and Land Surveyors Inc.

Telephone: (904) 893-1400

## LEGAL DESCRIPTION FOR KILLEARN ESTATES UNIT NO. 31

081237761091

BEGIN at the Southwest corner of Section 3, Township 1 North, Range 1 East of Leon County and run South 89 degrees 32 minutes 10 seconds East 17.74 feet to a concrete monument, said monument being on the easterly right-of-way of Raymond Blvd Road and on the northeastern most corner Arbor Hill a subdivision as per map or plat thereof as recorded in Plat Book 7, Page 51 of the Public Records of Leon County, Florida; THENCE continue South 89 degrees 32 minutes 10 seconds East leaving said easterly right-of-way boundary and along the northern boundary of said Arbor Hill, unplatted land of Arbor Hill and then Arbor Hill Unit No. 2, a subdivision as per map or plat thereof as recorded in Plat Book 8, Page 17 of the Public Records of Leon County, 1298.76 feet to a concrete monument, said monument also being the Southwest corner of Lot 13 Block Cx of Killearn Estates Unit No. 22, a subdivision as per map or plat thereof as recorded in Plat Book 8, Page 93 of the Public Records of Leon County; THENCE leaving said northern boundary of Arbor Hill Unit No. 2 and said Southwest corner of Lot 13, run North 00 degrees 27 minutes 50 seconds East along the westerly boundary of said Killearn Estates Unit No. 22, 150.00 feet to a concrete monument; THENCE South 89 degrees 32 minutes 10 seconds East 12.85 feet to a concrete monument; THENCE North 00 degrees 27 minutes 50 seconds East 200.00 feet to a concrete monument; THENCE South 89 degrees 32 minutes 10 seconds East 30.00 feet to a concrete monument; THENCE North 00 degrees 27 minutes 50 seconds East 138.77 feet to a concrete monument on a non-tangent curve concave to the Southwest; THENCE proceed in a southeasterly direction along said curve having a radius of 208.23 feet through a central angle of 35 degrees 03 minutes 00 seconds for an arc length of 127.38 feet (said curve also having a chord bearing South 65 degrees 47 minutes 30 seconds East and a chord length of 125.41 feet) to a concrete monument; THENCE North 41 degrees 44 minutes 00 seconds East 60.00 feet to a concrete monument; THENCE North 01 degrees 57 minutes 29 seconds West 256.59 feet to a concrete monument on the southerly boundary line of Killearn Estates Unit No. 21 a subdivision as per map or plat thereof as recorded in Plat Book 8, Page 73 of the Public Records of Leon County; THENCE leaving the aforesaid Killearn Estates Unit No. 22 run South 64 degrees 02 minutes 13 seconds West along the southerly boundary line of Killearn Estates Unit No. 21 111.76 feet to a concrete monument; THENCE North 89 degrees 32 minutes 10 seconds West 136.00 feet to a concrete monument; THENCE North 83 degrees 37 minutes 36 seconds West 105.04 feet to a concrete monument; THENCE North 54 degrees 53 minutes 43 seconds West 168.65 feet to a concrete monument; THENCE North 17 degrees 16 minutes 53 seconds West 94.26 feet to a concrete monument; THENCE North 76 degrees 44 minutes 36 seconds West 129.89 feet to a concrete monument on a non-tangent curve concave to the Southeast; THENCE proceed in a northeasterly direction along said curve having a radius of 200.00 feet through a central angle of 35 degrees 21 minutes 06 seconds for an arc distance of 91.99 feet (said curve also having a chord bearing North 26 degrees 25 minutes 57 seconds East and a chord length of 91.18 feet) to a concrete monument; THENCE North 39 degrees 35 minutes 36 seconds East 29.62 feet to a concrete monument; THENCE North 45 degrees 16 minutes 21 seconds West 249.21 feet to a concrete

Job No. 1002-042  
Field Book LOKESI-12  
Date: 6/27/86

### CERTIFICATE

EXHIBIT "A"  
(Page 1 of 4 Pages)

7/2/86

**BENJAMIN E. BROWN**  
FLORIDA REGISTERED ENGINEER NO. 20813  
FLORIDA REGISTERED LAND SURVEYOR NO. 3893

NOTE: Not Valid Unless Sealed With An Embossed Seal



3837-A Killlearn Court  
Tallahassee, FL 32303

**Brown & Associates**  
Civil Engineers and Land Surveyors Inc.

Telephone: (904) 893-1400

Killearn Estates Unit No. 31  
Page 2 of 4

DR1237761032

monument; THENCE North 62 degrees 21 minutes 22 seconds East 70.00 feet to a concrete monument; THENCE North 25 degrees 38 minutes 38 seconds West 150.00 feet to a concrete monument on the southeasterly right-of-way boundary line of Gallagher Drive; THENCE along said southeasterly right-of-way boundary line run North 64 degrees 21 minutes 22 seconds East 100.32 feet to a concrete monument; THENCE leaving said southeasterly right-of-way boundary line run North 25 degrees 38 minutes 38 seconds West 213.18 feet to a concrete monument on the southerly boundary of Killlearn Estates Unit No. 3 a subdivision as per map or plat thereof as recorded in Plat Book 5 Page 12 of the Public Records of Leon County; THENCE leaving the aforesaid southerly boundary line of Killlearn Estates Unit No. 21 run South 64 degrees 58 minutes 06 seconds West along the southerly boundary of said Killlearn Estates Unit No. 3, 217.63 feet to a concrete monument; THENCE South 83 degrees 03 minutes 03 seconds West 206.52 feet to a concrete monument on the easterly boundary line of Killlearn Estates Unit No. 5 a subdivision as per map or plat thereof as recorded in Plat Book 5, Page 34 of the Public Records of Leon County; THENCE leaving the aforesaid Killlearn Estates Unit No. 3 run South 10 degrees 06 minutes 27 seconds West along said easterly boundary of Killlearn Estates Unit No. 5, 164.12 feet to a concrete monument; THENCE South 08 degrees 11 minutes 10 seconds West 126.68 feet to a concrete monument; THENCE South 10 degrees 05 minutes 08 seconds West 126.10 feet to a concrete monument; THENCE South 08 degrees 41 minutes 45 seconds West 108.72 feet to a concrete monument; THENCE South 00 degrees 10 minutes 33 seconds East 104.42 feet to a concrete monument; THENCE South 08 degrees 47 minutes 05 seconds East 104.45 feet to a concrete monument; THENCE South 17 degrees 17 minutes 52 seconds East 104.52 feet to a concrete monument; THENCE South 22 degrees 13 minutes 41 seconds East 132.64 feet to a concrete monument; THENCE South 14 degrees 37 minutes 27 seconds East 151.29 feet to a concrete monument; THENCE South 80 degrees 03 minutes 46 seconds West 170.02 feet to a concrete monument on the easterly right-of-way of way boundary line of Raymond Diehl Road; THENCE leaving said easterly right-of-way boundary line run South 69 degrees 32 minutes 30 seconds West 81.45 feet to a concrete monument on the westerly right-of-way boundary line of Raymond Diehl Road, said monument also being on a nontangent curve concave to the Southwest; THENCE proceed along said westerly right-of-way boundary line in a southeasterly direction along said curve having a radius of 712.04 feet through a central angle of 14 degrees 31 minutes 51 seconds for an arc distance of 180.58 feet (said curve also having a chord bearing South 01 degrees 45 minutes 56 seconds East and a chord length of 180.10 feet) to a concrete monument; THENCE leaving said westerly right-of-way run North 89 degrees 26 minutes 10 seconds West 149.79 feet to a concrete monument; THENCE South 81 degrees 47 minutes 20 seconds West 150.00 feet to a concrete monument; THENCE South 89 degrees 26 minutes 10 seconds East 234.91 feet to a concrete monument at the POINT OF BEGINNING, containing 33.075 acres more or less.

Less and except the following described parcel:

BEGIN at the Southwest corner of Section 3, Township 1 North, Range 1 East of Leon County and run South 89 degrees 32 minutes 10 seconds East

Job No. 1002-042
Field Book LDKE31:12
Date: 6/27/86

**CERTIFICATE**

~~FLORIDA REGISTERED ENGINEER AND LAND SURVEYOR~~

EXHIBIT "A"  
(Page 2 of 4 Pages)

 7/2/86

**BENJAMIN E. BROWN**  
FLORIDA REGISTERED ENGINEER NO. 20813  
FLORIDA REGISTERED LAND SURVEYOR NO. 3893

NOTE: Not Valid Unless Sealed With An Embossed Seal



3637-A Killearn Court  
Tallahassee, FL 32303

**Brown & Associates**  
Civil Engineers and Land Surveyors Inc.

Telephone: (904) 893-1430

Killearn Estates Unit No. 31  
Page 3 of 4

081237761093

17.79 feet to a concrete monument, said monument being on the easterly right-of-way of Raymond Diehl Road and on the northwestern most corner Arbor Hill a subdivision as per map or plat thereof as recorded in Plat Book 7, Page 51 of the Public Records of Leon County, Florida; said monument also being on a nontangent curve concave to the Northwest; THENCE leaving said northwestern most corner proceed along said easterly right-of-way and along said curve having a radius of 792.04 feet through a central angle of 25 degrees 39 minutes 38 seconds for an arc length of 354.60 feet (said curve also having a chord bearing North 02 degrees 33 minutes 05 seconds East and a chord length of 351.84 feet) to a concrete monument; THENCE leaving said easterly right-of-way of way boundary line run South 69 degrees 32 minutes 30 seconds West 81.45 feet to a concrete monument on the westerly right-of-way boundary line of Raymond Diehl Road said monument also being on a nontangent curve concave to the Northwest; THENCE proceed along said westerly right-of-way boundary line and along said curve having a radius of 712.04 feet through a central angle of 26 degrees 13 minutes 19 seconds for an arc distance of 325.87 feet (said curve also having a chord bearing of South 04 degrees 04 minutes 48 seconds West and a chord distance of 323.03 feet) to a concrete monument; THENCE leaving said westerly right-of-way boundary line run South 89 degrees 26 minutes 10 seconds East 65.34 feet to the POINT OF BEGINNING, containing 0.625 acres more or less.

Job No. 1002-042  
Field Book LDKE 31:12  
Date: 6/27/86

**CERTIFICATE**

EXHIBIT "A"  
(Page 3 of 4 Pages)

**BENJAMIN E. BROWN**  
FLORIDA REGISTERED ENGINEER NO. 20813  
FLORIDA REGISTERED LAND SURVEYOR NO. 3883

NOTE Not Valid Unless Sealed With An Embossed Seal



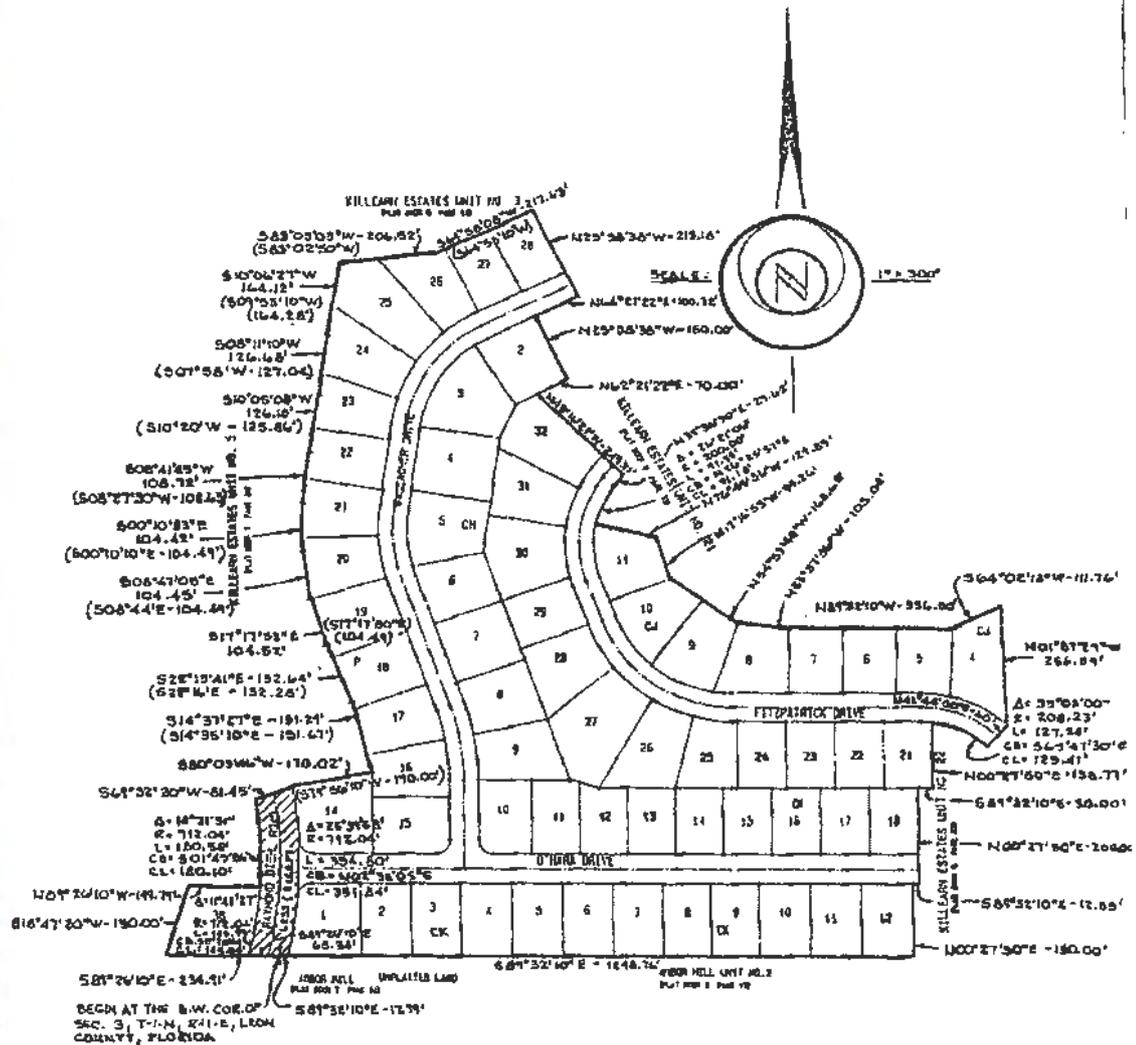
3537-A Killearn Court  
Tallahassee, FL 32303

**Brown & Associates**  
Civil Engineers and Land Surveyors Inc.

Telephone: (904) 893-1430

**LEGAL DESCRIPTION  
FOR KILLEARN ESTATES UNIT 31**

01237101094



**EXHIBIT "A"**  
(Page 4 of 4 Pages)

**CERTIFICATE**

I do hereby certify that this survey and legal description was prepared under my responsible supervision and is true and accurate to the best of my knowledge and belief. I further testify that this survey is in compliance with Part 1 of Chapter 111 of the Florida Statutes and with Florida Rule 21-N-6 of the Florida Administrative Code.

*[Signature]* 7/2/86  
**BENJAMIN E. BROWN**  
FLORIDA REGISTERED ENGINEER NO. 20813  
FLORIDA REGISTERED LAND SURVEYOR NO. 3803

NOTE: Not Valid Unless Sealed With An Embossed Seal

Job No. 1002-042  
Field Book  
Date: 6/27/86

# Unit 36

EXHIBIT "A"

DR1157PG1218

Begin at the Southeast corner of Lot 1, Block "AB" of Killearn Estates, Unit No. 10, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 4 of the Public Records of Leon County, Florida, and run thence West along the South boundary of said Block "AB" 568.48 feet to a point on the West boundary of Section 3, Township 1 North, Range 1 East, Leon County, Florida, thence run South 00 degrees 06 minutes 26 seconds East along the West boundary of said Section 3, a distance of 1071.89 feet, thence run North 89 degrees 41 minutes 20 seconds East 478.71 feet, thence run North 58 degrees 40 minutes East 324.67 feet to a point on the Westerly right of way boundary of Shamrock West, thence North 31 degrees 26 minutes West along said Westerly right of way right of way boundary 63.94 feet to a point of curve to the right, thence run Northwesterly along said Westerly right of way boundary and said curve with a radius of 1088.65 feet, through a central angle of 31 degrees 26 minutes for an arc distance of 597.24 feet, thence run North along said Westerly right of way boundary 279.03 feet to the Point of Beginning, containing 15.0 acres, more or less.



# Unit 37

## BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.  
LARRY E. DAVIS, P.L.S.  
LEE F. DOWLING, P.L.S.  
RUFUS L. DICKEY, P.L.S.  
LELAND L. BURTON, P.L.S.



WALTER A. JOHNSON, P.E., P.L.S.  
KEVIN C. SMITH, P.E.  
DAVID J. BARTLETT, P.L.S.  
TOMMY B. GREEN, P.L.S.  
KATHLEEN R. SHAW, P.L.S.

March 7, 1989

DR1366P1.243

### KILLEARN ESTATES UNIT NO. 37

#### Boundary

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Begin at the Southwest corner of Lot 11, Block "DF" of Killearn Estates Unit No. 33, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 45 of the Public Records of Leon County, Florida, and run South 00 degrees 01 minute 59 seconds West 90.54 feet to the Northerly boundary of Lot 1, Block "CK" of Killearn Estates Unit No. 21, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 73 of the Public Records of Leon County, Florida, thence North 82 degrees 46 minutes 35 seconds East along said Northerly boundary 21.70 feet, thence South 00 degrees 07 minutes 46 seconds West along the Easterly boundary of said Block "CK" and along the boundary of Block "GF" of said Killearn Estates Unit No. 21 and along the Easterly boundary of Block "GF" of Killearn Estates Unit No. 22, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 93 of the Public Records of Leon County, Florida, a distance of 1605.35 feet, thence North 89 degrees 29 minutes 16 seconds East along the East boundary of Section 3, Township 1 North, Range 1 East, Leon County, Florida (bearing base from previous survey by Broward Davis & Assoc., Inc.) 200.00 feet, thence North 00 degrees 05 minutes 53 seconds East 151.77 feet to a point of curve to the right, thence Northerly along said curve with a radius of 350.06 feet, through a central angle of 08 degrees 54 minutes 18 seconds, for an arc distance of 54.41 feet, thence South 80 degrees 59 minutes 49 seconds East 136.73 feet, thence North 21 degrees 52 minutes 06 seconds East 95.00 feet, thence North 46 degrees 40 minutes 40 seconds East 205.80 feet, thence North 36 degrees 19 minutes 49 seconds East 123.47 feet, thence South 52 degrees 55 minutes 50 seconds East 64.41 feet, thence South 80 degrees 02 minutes 30 seconds East 421.76 feet, thence North 09 degrees 57 minutes 30 seconds East 210.00 feet, thence South

EXHIBIT "A"  
(Page 1 of 2 Pages)

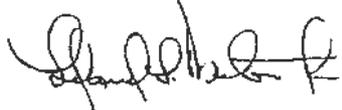
STREET ADDRESS: 2414 MAIAN DRIVE (EASTWOOD OFFICE PLAZA)  
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32317 • (904) 878-4199  
TELE FAX: (904) 878-2058

KILLEARN ESTATES UNIT NO. 37  
Boundary  
March 7, 1989  
Page No. 2

DR1366PE1244

80 degrees 02 minutes 30 seconds East 117.57 feet, thence North 01 degree 09 minutes 37 seconds East 212.50 feet, thence North 12 degrees 06 minutes 21 seconds East 535.28 feet, thence North 06 degrees 18 minutes 28 seconds West 355.80 feet to the Southerly boundary of Killearn Estates Unit No. 7, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 24 of the Public Records of Leon County, Florida, thence South 89 degrees 44 minutes 24 seconds West along the Southerly boundary of said subdivision 661.48 feet, thence South 89 degrees 40 minutes 47 seconds West 475.56 feet, thence North 00 degrees 16 minutes 33 seconds West 20.35 feet to the Southerly boundary of Block "DF" of said Killearn Estates Unit No. 33, thence South 89 degrees 41 minutes 56 seconds West along said Southerly boundary 174.97 feet to the POINT OF BEGINNING; containing 38.80 acres, more or less.

A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this property and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.



LELAND L. BURTON, JR.  
Registered Florida Surveyor No. 2400



DPD #71-155  
FSR #

EXHIBIT "A"  
(Page 2 of 2 Pages)

STREET ADDRESS: 2414 MAJAN DRIVE (EASTWOOD OFFICE PLAZA)  
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32317 • (904) 678-4193  
TELE FAX: (904) 678-2238

# Unit 38

## KILLEARN ESTATES UNIT NO. 38

A SUBDIVISION OF A PART OF SECTIONS 2 AND 3, TOWNSHIP  
1 NORTH, RANGE 1 EAST, AND LYING WITHIN THE CITY LIMITS  
OF TALLAHASSEE, FLORIDA.

081469PC0034

### LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF KILLEARN ESTATES UNIT NO. 7, A SUBDIVISION AS PER MAP OR PLAN THEREOF RECORDED IN PLAT BOOK 5, PAGE 24 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN NORTH 88 DEGREES 44 MINUTES 24 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID KILLEARN ESTATES UNIT NO. 7, A DISTANCE OF 881.48 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN NORTH 88 DEGREES 44 MINUTES 24 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, A DISTANCE OF 48.89 FEET, THENCE NORTH 89 DEGREES 37 MINUTES 49 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, A DISTANCE OF 848.85 FEET TO THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 888, PAGE 801 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 03 DEGREES 06 MINUTES 29 SECONDS WEST ALONG THE SAID WESTERLY BOUNDARY, A DISTANCE OF 718.22 FEET, THENCE LEAVING SAID PROPERTY, RUN SOUTH 08 DEGREES 50 MINUTES 53 SECONDS EAST 88.38 FEET TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE SOUTHEASTERLY THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 1302.84 THROUGH A CENTRAL ANGLE OF 07 DEGREES 13 MINUTES 08 SECONDS FOR AN ARC DISTANCE OF 184.48 FEET, (THE CHORD OF SAID ARC BEING NORTH 85 DEGREES 03 MINUTES 20 SECONDS EAST 184.38 FEET) THENCE NORTH 88 DEGREES 40 MINUTES 20 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 230.68 FEET TO THE EASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 888, PAGE 801, THENCE NORTH 01 DEGREES 33 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 126.00 FEET, THENCE LEAVING SAID EASTERLY BOUNDARY RUN NORTH 88 DEGREES 28 MINUTES 38 SECONDS EAST 141.04 FEET TO THE WESTERLY BOUNDARY OF A PROPOSED 60 FOOT ROADWAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 933.67 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 58 MINUTES 31 SECONDS FOR AN ARC DISTANCE OF 31.85 FEET, (THE CHORD OF SAID ARC BEING NORTH 02 DEGREES 33 MINUTES 07 SECONDS WEST 31.64 FEET), THENCE LEAVING SAID PROPOSED RIGHT OF WAY CURVE RUN NORTH 88 DEGREES 25 MINUTES 09 SECONDS EAST 189.88 FEET, THENCE NORTH 01 DEGREE 34 MINUTES 51 SECONDS WEST 183.12 FEET, THENCE NORTH 23 DEGREES 30 MINUTES 12 SECONDS EAST 73.58 FEET, THENCE NORTH 53 DEGREES 12 MINUTES 57 SECONDS EAST 74.47 FEET, THENCE NORTH 65 DEGREES 43 MINUTES 25 SECONDS EAST 78.78 FEET, THENCE NORTH 88 DEGREES 38 MINUTES 40 SECONDS EAST 208.00 FEET, THENCE SOUTH 04 DEGREES 28 MINUTES 24 SECONDS EAST 40.00 FEET, THENCE NORTH 85 DEGREES 03 MINUTES 22 SECONDS EAST 498.71 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 40 SECONDS EAST 328.00 FEET, THENCE SOUTH 12 DEGREES 40 MINUTES 38 SECONDS WEST 13.91 FEET, THENCE SOUTH 52 DEGREES 16 MINUTES 23 SECONDS EAST 288.85 FEET, TO THE PROPOSED SOUTHEASTERLY RIGHT OF WAY OF A 60 FOOT ROADWAY, THENCE NORTH 37 DEGREES 23 MINUTES 25 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 10.00 FEET, THENCE LEAVING SAID PROPOSED RIGHT OF WAY BOUNDARY RUN SOUTH 52 DEGREES 18 MINUTES 23 SECONDS EAST 140.25 FEET, THENCE SOUTH 38 DEGREES 42 MINUTES 34 SECONDS WEST 139.10 FEET TO THE PROPOSED NORTHEASTERLY RIGHT OF WAY BOUNDARY OF A 60 FOOT ROADWAY THENCE ALONG SAID PROPOSED RIGHT OF WAY AS FOLLOWS: SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 217.25 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE WITH A RADIUS OF 802.90 FEET THROUGH A CENTRAL ANGLE OF 41 DEGREES 07 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 848.16 FEET, THENCE SOUTH 71 DEGREES 07 MINUTES 47 SECONDS EAST 87.38 FEET, TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 24 MINUTES 52 SECONDS FOR AN ARC DISTANCE OF 48.82 FEET, TO THE WESTERLY RIGHT OF WAY OF CENTERVILLE ROAD, THENCE LEAVING SAID PROPOSED RIGHT OF WAY, RUN SOUTH 19 DEGREES 27 MINUTES 21 SECONDS WEST 21 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 120.01 FEET, TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE WESTERLY, THENCE NORTHERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 80 DEGREES 35 MINUTES 08 SECONDS FOR AN ARC DISTANCE OF 47.43 FEET, (THE CHORD OF SAID ARC BEING NORTH 25 DEGREES 50 MINUTES 13 SECONDS WEST 42.64 FEET) THENCE NORTHERLY AND SOUTHERLY ALONG THE PROPOSED SOUTHERLY RIGHT OF WAY OF A 60 FOOT ROADWAY AS FOLLOWS: NORTH 71 DEGREES 07 MINUTES 47 SECONDS WEST 88.15 FEET TO A POINT OF CURVE TO THE RIGHT WITH A RADIUS OF 882.90 FEET THROUGH A CENTRAL ANGLE OF 41 DEGREES 07 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 881.22 FEET, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 217.25 FEET TO A POINT OF CURVE TO THE LEFT WITH A RADIUS OF 374.13 THROUGH A CENTRAL ANGLE OF 80 DEGREES 21 MINUTES 20 SECONDS FOR AN ARC DISTANCE OF 394.11 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 40 SECONDS WEST 100.00 FEET TO A POINT OF CURVE TO THE LEFT WITH A RADIUS OF 1128.89 FEET THROUGH A CENTRAL ANGLE OF 23 DEGREES 28 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 482.43 FEET, THENCE LEAVING SAID PROPOSED 40 FOOT RIGHT OF WAY, RUN SOUTHEASTERLY ALONG A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE SOUTHWESTERLY WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 85 DEGREES 14 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 48.87 FEET, (THE CHORD OF SAID ARC BEING SOUTH 88 DEGREES 10 MINUTES 48 SECONDS EAST 44.33 FEET), TO A POINT OF COMPOUND RIGHT OF WAY CURVE WITH A RADIUS OF 287.34 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 09 MINUTES 38 SECONDS FOR AN ARC DISTANCE OF 128.18 FEET, (THE CHORD OF SAID ARC BEING SOUTH 05 DEGREES 58 MINUTES

# KILLEARN ESTATES UNIT NO. 38

A SUBDIVISION OF A PART OF SECTIONS 2 AND 3, TOWNSHIP  
1 NORTH, RANGE 1 EAST, AND LYING WITHIN THE CITY LIMITS  
OF TALLAHASSEE, FLORIDA.

LEGAL DESCRIPTION (CONTINUED)

DK14691001

31 SECONDS EAST 125.17 FEET) THENCE LEAVING SAID PROPOSED RIGHT OF WAY RUN SOUTH 88 DEGREES 32 MINUTES 12 SECONDS WEST 109.23 FEET, THENCE SOUTH 34 DEGREES 14 MINUTES 09 SECONDS WEST 81.75 FEET, THENCE SOUTH 64 DEGREES 28 MINUTES 44 SECONDS WEST 168.03 FEET, THENCE SOUTH 70 DEGREES 38 MINUTES 35 SECONDS WEST 118.46 FEET, THENCE SOUTH 74 DEGREES 32 MINUTES 38 SECONDS WEST 104.87 FEET, THENCE SOUTH 78 DEGREES 38 MINUTES 51 SECONDS WEST 110.72 FEET, THENCE SOUTH 82 DEGREES 45 MINUTES 04 SECONDS WEST 110.72 FEET, THENCE SOUTH 88 DEGREES 02 MINUTES 07 SECONDS WEST 74.63 FEET, THENCE SOUTH 88 DEGREES 28 MINUTES 52 SECONDS WEST 180.00 FEET, THENCE NORTH 61 DEGREES 46 MINUTES 27 SECONDS WEST 80.82 FEET, THENCE SOUTH 61 DEGREES 35 MINUTES 26 SECONDS WEST 106.45 FEET TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 280.48 THROUGH A CENTRAL ANGLE OF 12 DEGREES 28 MINUTES 45 SECONDS FOR AN ARC DISTANCE OF 63.01 FEET, (THE CHORD OF SAID ARC BEING NORTH 32 DEGREES 11 MINUTES 42 SECONDS WEST 82.88 FEET), THENCE LEAVING SAID PROPOSED RIGHT OF WAY CURVE, RUN SOUTH 64 DEGREES 01 MINUTE 11 SECONDS WEST 100.48 FEET, THENCE SOUTH 17 DEGREES 04 MINUTES 07 SECONDS EAST 85.00 FEET, THENCE SOUTH 35 DEGREES 47 MINUTES 56 SECONDS EAST 157.10 FEET, THENCE SOUTH 09 DEGREES 35 MINUTES 11 SECONDS WEST 121.85 FEET, THENCE SOUTH 09 DEGREES 30 MINUTES 44 SECONDS EAST 100.00 FEET, THENCE SOUTH 88 DEGREES 28 MINUTES 16 SECONDS WEST 88.23 FEET, THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST 180.00 FEET TO THE SOUTHERLY BOUNDARY OF SECTION 3 TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE RUN SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 534.14 FEET, THENCE LEAVING SAID SOUTHERLY BOUNDARY RUN NORTH 35 DEGREES 08 MINUTES 45 SECONDS WEST 433.82 FEET, THENCE NORTH 80 DEGREES 02 MINUTES 30 SECONDS WEST 263.24 FEET, THENCE NORTH 09 DEGREES 57 MINUTES 30 SECONDS EAST 210.00 FEET, TO THE PROPOSED NORTHERLY RIGHT OF WAY OF A 60 FOOT ROADWAY, THENCE SOUTH 80 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 117.57 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 614.01 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 31 MINUTES 50 SECONDS FOR AN ARC DISTANCE OF 145.00 FEET, (THE CHORD OF SAID ARC BEING SOUTH 88 DEGREES 49 MINUTES 25 SECONDS EAST 144.86 FEET), THENCE NORTH 03 DEGREES 34 MINUTES 20 SECONDS WEST 150.00 FEET, THENCE NORTH 86 DEGREES 23 MINUTES 44 SECONDS WEST 132.32 FEET, THENCE NORTH 01 DEGREES 08 MINUTES 37 SECONDS EAST 92.56 FEET, THENCE NORTH 12 DEGREES 08 MINUTES 21 SECONDS EAST 538.28 FEET, THENCE NORTH 06 DEGREES 18 MINUTES 28 SECONDS WEST 355.80 FEET TO THE POINT OF BEGINNING, CONTAINING 40.21 ACRES MORE OR LESS.

# Unit 39

DR1571(2098

## KILLEARN ESTATES UNIT NO. 39, NORTH SECTION.

COMMENCE AT THE SOUTHWEST CORNER OF KILLEARN ESTATES UNIT NO. 7, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 24 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN NORTH 89 DEGREES 44 MINUTES 24 EAST ALONG THE SOUTH BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, 661.48 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, A DISTANCE OF 895.34 TO THE WESTERLY BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 601 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 03 DEGREES 06 MINUTES 29 SECONDS WEST ALONG THE SAID WESTERLY BOUNDARY, A DISTANCE OF 718.22 FEET, THENCE LEAVING SAID PROPERTY, RUN SOUTH 08 DEGREES 50 MINUTES 53 SECONDS EAST 98.39 FEET TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE SOUTHEASTERLY THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 1302.94 THROUGH A CENTRAL ANGLE OF 07 DEGREES 13 MINUTES 59 SECONDS FOR AN ARC DISTANCE OF 184.48 FEET, (THE CHORD OF SAID ARC BEING NORTH 88 DEGREES 03 MINUTES 20 SECONDS EAST 184.38 FEET) THENCE NORTH 88 DEGREES 40 MINUTES 20 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 230.58 FEET TO THE EASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 601, THENCE NORTH 01 DEGREES 33 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 125.00 FEET, TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERLY BOUNDARY RUN NORTH 86 DEGREES 28 MINUTES 38 SECONDS EAST 141.04 FEET TO THE WESTERLY BOUNDARY OF A PROPOSED 50 FOOT ROADWAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 933.87 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 56 MINUTES 31 SECONDS FOR AN ARC DISTANCE OF 31.65 FEET, (THE CHORD OF SAID ARC BEING NORTH 02 DEGREES 33 MINUTES 07 SECONDS WEST 31.64 FEET), THENCE LEAVING SAID PROPOSED RIGHT OF WAY CURVE RUN NORTH 08 DEGREES 25 MINUTES 09 SECONDS EAST 188.85 FEET, THENCE NORTH 01 DEGREE 34 MINUTES 51 SECONDS WEST 185.12 FEET, THENCE NORTH 23 DEGREES 30 MINUTES 12 SECONDS EAST 73.58 FEET, THENCE NORTH 53 DEGREES 12 MINUTES 57 SECONDS EAST 74.47 FEET, THENCE NORTH 83 DEGREES 43 MINUTES 25 SECONDS EAST 79.78 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 40 SECONDS EAST 200.00 FEET, THENCE SOUTH 04 DEGREES 29 MINUTES 24 SECONDS EAST 40.00 FEET, THENCE NORTH 85 DEGREES 03 MINUTES 22 SECONDS EAST 498.71 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 40 SECONDS EAST 325.00 FEET, THENCE SOUTH 12 DEGREES 40 MINUTES 39 SECONDS WEST 13.01 FEET, THENCE SOUTH 52 DEGREES 18 MINUTES 23 SECONDS EAST 288.85 FEET, TO THE PROPOSED SOUTHEASTERLY RIGHT OF WAY OF A 50 FOOT ROADWAY, THENCE NORTH 37 DEGREES 23 MINUTES 25 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 10.00 FEET, THENCE LEAVING SAID PROPOSED RIGHT OF WAY BOUNDARY RUN SOUTH 52 DEGREES 18 MINUTES 23 SECONDS EAST 140.25 FEET, THENCE SOUTH 36 DEGREES 42 MINUTES 34 SECONDS WEST 138.10 THENCE NORTH 37 DEGREES 41 MINUTES 37 SECONDS EAST 100.00 FEET, THENCE NORTH 36 DEGREES 28 MINUTES 47 SECONDS EAST 70.00 FEET, THENCE NORTH 49 DEGREES 38 MINUTES 28 SECONDS EAST 66.23 FEET, THENCE SOUTH 74 DEGREES 41 MINUTES 49 SECONDS EAST 188.97 FEET, THENCE NORTH 88 DEGREES 31 MINUTES 38 SECONDS EAST 185.00 FEET, THENCE NORTH 00 DEGREES 21 MINUTES 35 SECONDS WEST 380.38 FEET TO SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, THENCE RUN SOUTH 89 DEGREES 35 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 2017.36 FEET, THENCE SOUTH 89 THENCE SOUTH 89 DEGREES 36 MINUTES 21 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7 A DISTANCE OF 205.19 FEET TO THE EASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 601, THENCE RUN ALONG SAID EASTERLY BOUNDARY AS FOLLOWS: SOUTH 49 DEGREES 45 MINUTES 07 SECONDS WEST 260.34 FEET, THENCE SOUTH 01 DEGREES 33 MINUTES 14 SECONDS EAST 504.89 FEET TO THE POINT OF BEGINNING, CONTAINING 22.48 ACRES MORE OR LESS.

EXHIBIT "A"

(Page 1 of 2 Pages)

## KILLEARN ESTATES UNIT NO. 39, SOUTH SECTION.

COMMENCE AT THE SOUTHWEST CORNER OF KILLEARN ESTATES UNIT NO. 7, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 24 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN NORTH 89 DEGREES 44 MINUTES 24 SECONDS EAST ALONG THE SOUTH BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, 881.48 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, A DISTANCE OF 885.34 TO THE WESTERLY BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 601 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 03 DEGREES 06 MINUTES 29 SECONDS WEST ALONG THE SAID WESTERLY BOUNDARY, A DISTANCE OF 718.22 FEET, THENCE LEAVING SAID PROPERTY, RUN SOUTH 08 DEGREES 50 MINUTES 53 SECONDS EAST 98.39 FEET TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE SOUTHEASTERLY THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 1302.84 THROUGH A CENTRAL ANGLE OF 07 DEGREES 13 MINUTES 59 SECONDS FOR AN ARC DISTANCE OF 184.48 FEET, (THE CHORD OF SAID ARC BEING NORTH 85 DEGREES 03 MINUTES 20 SECONDS EAST 184.38 FEET), THENCE LEAVING SAID NORTHERLY RIGHT OF WAY RUN SOUTH 01 DEGREE 18 MINUTES 40 SECONDS EAST 80.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID ROADWAY, THENCE LEAVING SAID PROPOSED RIGHT OF WAY RUN SOUTH 00 DEGREES 38 MINUTES 08 SECONDS WEST 110.07 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN SOUTH 81 DEGREES 36 MINUTES 26 SECONDS WEST 108.45 FEET TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 290.45 THROUGH A CENTRAL ANGLE OF 12 DEGREES 26 MINUTES 45 SECONDS FOR AN ARC DISTANCE OF 63.01 FEET, (THE CHORD OF SAID ARC BEING NORTH 32 DEGREES 11 MINUTES 42 SECONDS WEST 62.80 FEET), THENCE LEAVING SAID PROPOSED RIGHT OF WAY CURVE, RUN SOUTH 54 DEGREES 01 MINUTE 11 SECONDS WEST 180.45 FEET, THENCE SOUTH 17 DEGREES 04 MINUTES 07 SECONDS EAST 65.00 FEET, THENCE SOUTH 35 DEGREES 47 MINUTES 56 SECONDS EAST 157.10 FEET, THENCE SOUTH 09 DEGREES 35 MINUTES 11 SECONDS WEST 124.55 FEET, THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST 100.00 FEET, THENCE SOUTH 88 DEGREES 29 MINUTES 16 SECONDS WEST 88.23 FEET, THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST 180.00 FEET TO THE SOUTHERLY BOUNDARY OF SECTION 3 TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE RUN NORTH 88 DEGREES 29 MINUTES 16 SECONDS EAST, ALONG SAID SOUTHERLY BOUNDARY, AND ALONG THE SOUTHERLY BOUNDARY OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 EAST, A DISTANCE OF 800.00 FEET, THENCE LEAVING SAID SOUTHERLY BOUNDARY RUN NORTH 00 DEGREES 30 MINUTES 44 SECONDS WEST 231.88 FEET, TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY OF A 50 FOOT ROADWAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHWESTERLY THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 333.92 FEET THROUGH A CENTRAL ANGLE OF 53 DEGREES 49 MINUTES 17 SECONDS FOR AN ARC DISTANCE OF 313.67 FEET, (THE CHORD OF SAID ARC BEING NORTH 19 DEGREES 00 MINUTES 28 SECONDS EAST 302.27 FEET), TO A POINT OF REVERSE RIGHT OF WAY CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 78 DEGREES 46 MINUTES 19 SECONDS FOR AN ARC DISTANCE OF 41.77 FEET, TO A POINT OF REVERSE RIGHT OF WAY CURVE WITH A RADIUS OF 1736.27 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 33 MINUTES 02 SECONDS FOR AN ARC DISTANCE OF 198.51 FEET TO A POINT OF COMPOUND RIGHT OF WAY CURVE WITH A RADIUS OF 337.34 FEET THROUGH A CENTRAL ANGLE OF 84 DEGREES 35 MINUTES 12 SECONDS FOR AN ARC DISTANCE OF 486.04 FEET TO A POINT OF REVERSE RIGHT OF WAY CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 81 DEGREES 12 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 47.75 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF A PROPOSED 60 FOOT ROADWAY, THENCE SOUTHWESTERLY ALONG SAID PROPOSED RIGHT OF WAY, AND A CURVE CONCAVE TO THE SOUTHEASTERLY WITH A RADIUS OF 1129.89 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 10 SECONDS FOR AN ARC DISTANCE OF 113.12 FEET, (THE CHORD OF SAID ARC BEING SOUTH 69 DEGREES 03 MINUTES 47 SECONDS WEST 113.07 FEET), THENCE LEAVING SAID PROPOSED 60 FOOT RIGHT OF WAY, RUN SOUTHEASTERLY ALONG A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE SOUTHWESTERLY WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 95 DEGREES 14 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 48.87 FEET, (THE CHORD OF SAID ARC BEING SOUTH 68 DEGREES 10 MINUTES 49 SECONDS EAST 44.33 FEET), TO A POINT OF COMPOUND RIGHT OF WAY CURVE WITH A RADIUS OF 287.34 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 09 MINUTES 38 SECONDS FOR AN ARC DISTANCE OF 128.18 FEET, (THE CHORD OF SAID ARC BEING SOUTH 05 DEGREES 58 MINUTES 31 SECONDS EAST 125.17 FEET) THENCE LEAVING SAID PROPOSED RIGHT OF WAY RUN SOUTH 88 DEGREES 32 MINUTES 12 SECONDS WEST 109.23 FEET, THENCE SOUTH 31 DEGREES 14 MINUTES 06 SECONDS WEST 81.75 FEET, THENCE SOUTH 66 DEGREES 28 MINUTES 44 SECONDS WEST 158.03 FEET, THENCE SOUTH 70 DEGREES 38 MINUTES 35 SECONDS WEST 116.48 FEET, THENCE SOUTH 74 DEGREES 32 MINUTES 38 SECONDS WEST 104.97 FEET, THENCE SOUTH 78 DEGREES 38 MINUTES 51 SECONDS WEST 110.72 FEET, THENCE SOUTH 82 DEGREES 45 MINUTES 04 SECONDS WEST 110.72 FEET, THENCE SOUTH 88 DEGREES 02 MINUTES 07 SECONDS WEST 74.83 FEET, THENCE SOUTH 88 DEGREES 28 MINUTES 52 SECONDS WEST 180.00 FEET, THENCE NORTH 61 DEGREES 46 MINUTES 27 SECONDS WEST 80.82 FEET TO THE POINT OF BEGINNING, CONTAINING 16.05 ACRES MORE OR LESS.

EXHIBIT "A"  
(Page 2 of 2 Pages)

# Unit 40



GARY GEE ALLEN  
REGISTERED LAND SURVEYOR, INC.  
LAND SURVEYING - CIVIL ENGINEERING

GARY ALLEN, P.L.S., President  
B.J. ALLEN, V.P.  
MARK T. HENDERSON, P.L.S., V.P.  
R. MICHAEL LATIMER, P.E., V.P.  
ROBERT DILWORTH, P.L.S.

4101 APALACHEE PARKWAY

TALLAHASSEE, FLORIDA 32311

PHONE: (904) 877-0541  
FAX NO.: (904) 877-0041

LEGAL DESCRIPTION  
KILLEARN ESTATES UNIT NO. 40  
NOVEMBER 2, 1990

OR1525PC1961

A tract of land lying in Sections 34 and 35, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

Begin at a concrete monument marking the most Southeast corner of Lot 9, Block "B", Kimberton, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 5 of the Public Records of Leon County, Florida and run thence North 46 degrees 42 minutes 18 seconds East 245.85 feet, thence South 70 degrees 57 minutes 44 seconds East 859.07 feet, thence South 01 degrees 48 minutes 28 seconds East 87.44 feet, thence South 16 degrees 35 minutes 51 seconds East 276.52 feet, thence North 72 degrees 09 minutes 13 seconds East 195.39 feet, thence North 53 degrees 56 minutes 40 seconds East 108.88 feet, thence North 41 degrees 21 minutes 48 seconds East 211.83 feet, thence North 00 degrees 00 minutes 45 seconds East 111.89 feet, thence North 53 degrees 23 minutes 33 seconds East 518.02 feet, thence North 67 degrees 19 minutes 06 seconds East 60.06 feet, thence North 79 degrees 36 minutes 00 seconds East 235.39 feet, thence South 86 degrees 32 minutes 00 seconds East 117.40 feet, thence South 67 degrees 11 minutes 51 seconds East 226.97 feet, thence South 47 degrees 54 minutes 02 seconds East 223.84 feet, thence South 31 degrees 00 minutes 29 seconds East 436.19 feet, thence South 71 degrees 12 minutes 30 seconds East 50.33 feet, thence South 02 degrees 45 minutes 44 seconds West 168.85 feet, thence South 07 degrees 27 minutes 36 seconds West 39.93 feet, thence South 13 degrees 50 minutes 57 seconds West 207.91 feet, thence North 77 degrees 50 minutes 29 seconds West 167.04 feet, thence South 73 degrees 54 minutes 32 seconds West 160.76 feet, thence North 09 degrees 40 minutes 59 seconds West 120.59 feet, thence North 28 degrees 50 minutes 38 seconds West 548.60 feet, thence North 84 degrees 33 minutes 56 seconds West 220.15 feet, thence South 38 degrees 18 minutes 07 seconds West 969.85 feet, thence South 83 degrees 24 minutes 39 seconds West 654.87 feet, thence North 87 degrees 01 minutes 20 seconds West 945.34 feet, thence North 61 degrees 43 minutes 28 seconds West 408.33 feet, thence North 16 degrees 18 minutes 13 seconds East 304.61 feet, thence South 83 degrees 02 minutes 20 seconds East 100.63 feet, thence North 08 degrees 22 minutes 39 seconds East 140.41 feet, thence North 15 degrees 29 minutes 15 seconds West 324.61 feet, thence South 87 degrees 44 minutes 54 seconds East 99.88 feet, thence North 86 degrees 53 minutes 33 seconds East 269.87 feet to the POINT OF BEGINNING; containing 58.05 acres more or less.

EXHIBIT "A"

PAGE 1 of 2 PAGES



**GARY GEE ALLEN**  
REGISTERED LAND SURVEYOR, INC.  
LAND SURVEYING - CIVIL ENGINEERING

GARY ALLEN, P.L.S., President  
B.J. ALLEN, V.P.  
MARK T. HENDERSON, P.L.S., V.P.  
R. MICHAEL LATIMER, P.E., V.P.  
ROBERT DILWORTH, P.L.S.

4101 APALACHEE PARKWAY

TALLAHASSEE, FLORIDA 32311

PHONE: (904) 877-0541  
FAX NO.: (904) 877-0041

KILLEARN ESTATES UNIT NO. 40  
PAGE 2 OF 2  
NOVEMBER 2, 1990

CR1525PC1962

I hereby certify that the legal description shown hereon meets  
the Minimum Technical Standards for Land Surveying (F.A.C. 21MH-6).

The undersigned surveyor has not been provided a current title  
opinion or abstract of matters affecting title or boundary to the  
subject property. It is possible that there are deeds of record,  
unrecorded deeds, easements or other instruments which could  
affect the boundaries.

Gary G. Allen 11-2-90  
Gary G. Allen Date  
Fls. Reg. Land Surveyor No. 4016

Job NO. 88-1443  
Disk No. 68

# Unit 41

11-11-91 04:34PM

PLATT SURVEYING

OR 1788P62384

## LEGAL DESCRIPTION

Commence at a terra cotta monument marking the southwest corner of Section 2, Township 1 North, Range 1 East, Leon County, Florida, thence run North 89 degrees 48 minutes 02 seconds East 261.96 feet, thence North 89 degrees 53 minutes 27 seconds East 1612.68 feet to a pinched iron pipe marking the southwest corner of property recorded and described at Deed Book 149, Page 400, of the Public Records of Leon County, Florida, thence North 80 degrees 53 minutes 59 seconds West along said boundary 151.11 feet to a pinched iron pipe, thence North 89 degrees 53 minutes 27 seconds East 218.83 feet to the westerly maintained right-of-way of Centerville Road (as per "Maintenance Map" of Centerville Road by Post, Buckley, Schuh and Jernigan for Leon County, Florida, dated May 8, 1983), thence along said westerly maintained right-of-way North 18 degrees 30 minutes 59 seconds East 200.32 feet to the northerly right-of-way boundary of Gardenview Way (60 foot right-of-way), thence along the said northerly right-of-way of Gardenview Way the following: North 71 degrees 07 minutes 47 seconds West 136.12 feet to a concrete monument (#1254) marking the point of a curve to the right, thence along said curve having a radius of 302.90 feet through a central angle of 21 degrees 10 minutes 47 seconds for an arc distance of 333.78 feet (the chord of said arc bears North 80 degrees 32 minutes 24 seconds West 331.86 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue along said right of way curve to the right having a radius of 302.90 feet through a central angle of 18 degrees 58 minutes 59 seconds for an arc distance of 314.38 feet (the chord of said arc bears North 39 degrees 58 minutes 30 seconds West 313.79 feet) to a concrete monument (#1254), thence run North 30 degrees 00 minutes 00 seconds West 109.73 feet, thence leaving said right of way run North 42 degrees 37 minutes 27 seconds East 157.37 feet, thence North 40 degrees 55 minutes 02 seconds West 117.78 feet to a concrete monument (#1254) on the easterly boundary of KILLKARN ESTATES UNIT No. 39, a subdivision as per map or plat thereof recorded in Plat Book 10, Page 80 of the Public Records of Leon County, Florida, thence continue along the said easterly boundary the following: North 37 degrees 47 minutes 13 seconds East 90.01 feet to a concrete monument (#1254), thence North 37 degrees 40 minutes 30 seconds East 109.08 feet to a concrete monument (#1254), thence North 38 degrees 28 minutes 42 seconds East 69.86 feet to a concrete monument (#1254), thence North 49 degrees 37 minutes 59 seconds East 44.56 feet to a concrete monument (#1254), thence South 74 degrees 15 minutes 16 seconds East 198.77 feet to a concrete monument (#1254), thence North 86 degrees 33 minutes 01 seconds East 163.01 feet to a concrete monument (#1254), thence North 00 degrees 10 minutes 33 seconds West 180.31 feet to a concrete monument (Plain-top) at the northeast corner of said KILLKARN ESTATES UNIT No. 39, thence North 89 degrees 57 minutes 42 seconds East along the southerly boundary of SHAWDOCK PLAZA, an unrecorded subdivision, a distance of 387.61 feet to the aforesaid westerly maintained right-of-way of Centerville Road, thence southerly along the said westerly maintained right of way the following: South 09 degrees 27 minutes 11 seconds West 153.10 feet, thence South 10 degrees 01 minutes 53 seconds West 100.00 feet, thence South 09 degrees 27 minutes 31 seconds West 100.00 feet, thence South 10 degrees 16 minutes 15 seconds West 100.00 feet, thence South 09 degrees 27 minutes 31 seconds West 100.00 feet, thence South 10 degrees 16 minutes 02 seconds West 99.64 feet, thence South 11 degrees 09 minutes 13 seconds West 1.48 feet, thence leaving said maintained right of way run South 78 degrees 18 minutes 03 seconds West 335.43 feet, thence South 87 degrees 40 minutes 04 seconds West 100.30 feet, thence South 22 degrees 07 minutes 01 seconds West 313.24 feet to the POINT OF BEGINNING, containing 11.93 acres, more or less.

RECORDING NOTICE  
Document legibility unsatisfactory  
for clean reproduction in the public  
records.

# Unit 42

## EXHIBIT "A"

### LEGAL DESCRIPTION

Parcel 1 (REVISED 3/15/02):

Commence at a found terra cotta monument marking the Northwest corner of Section 11, Township 1 North, Range 1 East, Leon County, Florida (as per Certified Corner Record #16880) and thence run North 89 degrees 45 minutes 23 seconds East 65.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, thence run along the Section line the following three courses: North 89 degrees 45 minutes 23 seconds East 197.03 feet to a concrete monument marking the Southwest corner of Killearn Estates Unit 41, Phase III, as per map or plat thereof recorded in Plat Book 11, Page 59, of the Public Records of Leon County, Florida, thence run along the Southerly boundary of said Killearn Estates Unit 41, Phase III North 89 degrees 53 minutes 27 seconds East 117.15 feet to a concrete monument marking the Southeast corner of said Killearn Estates Unit 41, Phase III, thence North 89 degrees 54 minutes 21 seconds East 525.25 feet, thence run South 31 degrees 55 minutes 25 seconds East 137.60 feet, thence run South 15 degrees 04 minutes 30 seconds West 199.70 feet, thence run South 89 degrees 56 minutes 36 seconds East 145.11 feet, thence run North 16 degrees 18 minutes 08 seconds East 322.94 feet, thence run South 89 degrees 56 minutes 36 seconds East 83.57 feet to a point lying on the Westerly maintained right of way of Centerville Road (as determined from "Maintenance Map" of Centerville Road by Post, Buckley, Schuh & Jernigan for Leon County, dated May 8, 1985 as recorded in Road Plat Book 2, Page 83), thence along said Westerly maintained right of way as follows: South 17 degrees 30 minutes 14 seconds West 118.29 feet, thence South 16 degrees 15 minutes 16 seconds West 100.00 feet, thence South 15 degrees 06 minutes 31 seconds West 100.02 feet, thence South 16 degrees 15 minutes 16 seconds West 300.00 feet, thence leaving said maintained right of way run South 84 degrees 46 minutes 08 seconds West 40.00 feet, thence South 68 degrees 16 minutes 32 seconds West 109.00 feet, thence South 81 degrees 57 minutes 47 seconds West 63.00 feet, thence South 40 degrees 17 minutes 23 seconds West 257.00 feet, thence South 81 degrees 22 minutes 01 seconds West 589.00 feet, thence South 72 degrees 28 minutes 22 seconds West 511.00 feet, thence WEST 564.00 feet, thence run North 00 degrees 11 minutes 55 seconds East 1088.22 feet to the POINT OF BEGINNING, containing 43.162 acres, more or less.



KILLEARN ESTATES

RESIDENTIAL

DECLARATION OF COVENANTS AND RESTRICTIONS

RECORDED IN THE PUBLIC  
OFFICE OF THE CLERK OF  
THE CIRCUIT COURT  
JANUARY 1991  
DEC 10 2 10 PM '90

STATE OF FLORIDA,  
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 30<sup>th</sup> day of November, A.D., 1990, by ROLLAND TRACT, INC., a Florida corporation, hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property commonly known as Killearn Estates and desires to create thereon a residential community with permanent parks, lakes, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, lakes, street lights, playgrounds, open spaces, and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A" together with such additions as may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and 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, there has been incorporated under the laws of the State of Florida, as a non-profit corporation, KILLEARN HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid,

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

ARTICLE I

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, contains 49.21 acres more or less, and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additional properties in Killearn Estates may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer. Any

subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights resulting to Members of the Killearn Homes Association shall be uniform as between all units of Killearn Estates.

ARTICLE II

OR1469PC0020

DEFINITIONS

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

(a) "Association" shall mean and refer to the Killearn Homes Association, Inc.

(b) "Board" shall mean and refer to the board of Directors of the Killearn Homes Association, Inc.

(c) "Building" shall include but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and decks, carports, canopies, enclosed malls, porches, walls, docks and fences.

(d) "Committee" shall mean and refer to the Architectural Control Committee.

(e) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Property and intend to be devoted to the common use and enjoyment of the owners of the Property.

(f) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(g) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios or storage areas.

(h) "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.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XXVIII, Section 1, hereof.

(j) "Multi-family Structure" shall mean and refer to any building, containing two or more living units under one roof or when the density of Living Units exceeds ten (10) per acre.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon the Property 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.

(l) "Site" shall mean a portion of contiguous portions of said property, which accommodate a single use or related uses under

OR1469PC0021

single control. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property. In areas zoned for single-family use, "site" 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.

(m) The "Property" 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 I, hereof.

\*\*\*\* Section 2. Certain Rules of Interpretation. The definitions set forth in Section 1 shall be equally applicable to both the singular and plural forms of the words and terms therein defined and shall cover all genders.

### ARTICLE III

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

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

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity 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 any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

### ARTICLE IV

#### AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained

herein, (b) to the extent Developer is the Owner of any part or parcel of the Property, as to those parts or parcels, it may include in any contract or deed subsequent Declaration of Covenants and Restrictions, 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 plat from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No improvements, as defined herein, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

**Membership.** The Architectural Control Committee shall be composed of three members; two members to be appointed by the Developer and a third party to be appointed by the Association. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**Procedure.** The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) 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 plat plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building materials proposed to be used as the Architectural Control Committee shall specify and require.

DR1469PC0023

ARTICLE VIII

LAND USE AND BUILDING TYPE

No site shall be used except for those residential and recreational purposes. Except in areas zoned for multi-family use, no building of any type shall be erected, altered, placed, or permitted to remain on any site or permitted to remain on any lot other than one detached singlefamily dwelling not to exceed two and one-half stories in height. 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 Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, tool or storage shed, barn or other outbuilding of any type shall be located on any site or on any lands shown and/or set aside on a recorded plat as Green Areas at any time, unless approved by the Architectural Control Committee.

Boats, trailers, campers, or other recreational 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 X

SINGLE-FAMILY DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than 1,600 square feet for all lots.

In the event a structure contains more than one story, the ground floor must contain not less than 800 square feet and must be completely finished as living area, and at least 800 square feet of the second floor must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

ARTICLE XI

BUILDING LOCATION

(a) No building shall be located on any site nearer to the front property line, rear property line, or nearer to the side street line than the minimum building setback lines specified on any recorded plat or site plan. No building shall be located on

any site nearer than 35 feet to the front property line, or nearer than 10 feet to any side property line, or otherwise specified by the Committee.

(b) No single-family dwelling shall be located on any interior site nearer than 10 feet to an interior property line. No single-family dwelling shall be located nearer than 10 feet to an interior property line. No single-family dwelling shall be located on any interior site nearer than 30 feet to the rear line.

(c) No driveway shall be located nearer than 5 foot to any interior property line except a turn around pad may be located as near as one foot to a property line.

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

(e) For the purposes of this covenant, decks 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 site.

ARTICLE XII  
LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any site 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.

ARTICLE XIII  
EXTERIOR STRUCTURE MATERIALS

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

ARTICLE XIV  
GARAGES AND CARPORTS

Each Living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of or adjacent to the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face the rear property line or a side property line that is not adjacent to a street. Front opening garages will be approved only when required by the configuration of the lot, in the opinion of the Committee.

ARTICLE XV  
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control

Committee. All walkways and sidewalks shall be constructed of concrete and have a minimum width of 30 inches.

OR1469PC0025

ARTICLE XVI

UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities, including, but not limited to water, sewerage, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the Architectural Control Committee.

Exterior radio and television antenna installations, including satellite dish installations, must be approved in writing by the Architectural Control Committee.

ARTICLE XVII  
WATER SUPPLY

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

ARTICLE XVIII  
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida's Department of Pollution Control. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE IXX

GARBAGE AND REFUSE DISPOSAL

No site 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 installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XX

WINDOW AIR-CONDITIONING UNITS

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

ARTICLE XXI

OR1469PC0026

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 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 XXII

SIGNS

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

ARTICLE XXIII

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 by the owner or owners of the sites at their own expense 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 XXIV

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 within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection if the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sightline limitations shall apply on any site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

DR1469PC0027

ARTICLE XXV

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 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 site and all improvements in it shall be maintained continuously by the owner thereof, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XXVI

BRIDLE TRAIL USE

Bridle trail areas, if any, shown on the recorded plats of Killearn Estates are to be used only for such purpose and for utility construction and maintenance. Bridle trails are to be kept clear of fences, shrubbery, gates and cattle crossings, leaves, grass trimmings, limbs or other refuse, and are to be kept in a manner to make possible the use of the bridle trails for horseback riding. In no instance shall the bridle trails be used as an access to carports, garages and driveways.

ARTICLE XXVII

LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any site, 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.

ARTICLE XXVIII

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 site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. 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 XXIX

NUISANCES

No noxious or offensive activity shall be carried on upon any site, 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 XXX

OR1469PC0028

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 site which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

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

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each single-family site, and, in the case of a multi-family site, one-half (1/2) vote for each residential living unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any site, all such persons shall be Members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

Class B. Class B Members shall be the Developer. The Class B Members shall be entitled to four votes for each site in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership at such time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE XXXI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have the 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 site.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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

DR1469PC0029

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

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

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless ratified by two-thirds (2/3) vote of the membership represented at such meeting called specifically for such purpose and provided that written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

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

#### ARTICLE XXXII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each site owned by him within the Properties, hereby covenants and each Owner of any site 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 assessments or charges; (2) special assessments for capital improvements, such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

Section 3. Basis and Maximum of Annual Assessments. The annual assessment shall be Fifty Dollars (\$50.00) per site.

The Board of Directors of the Association may, after

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

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

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class 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 propose of the meeting, provided further that the maximum assessments permitted under Section 3 hereof shall not be increased as an incident to merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 2 hereof.

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

At the first meeting called, as provided in sections 4 and 5 hereof the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) 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 Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until

all promised improvements have been completed by the Developer and Warranty Deeds issued. Assessments for multi-family structures or units will not commence until completion of the construction of the structures.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of

DR1469PC0031

said year.

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

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

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each site 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 Owner. Written notice of the assessment whereupon shall be sent to every Owner subject thereto.

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

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner. The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof ) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be absolutely subordinated 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.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public uses; (b) all Common Properties as defined in Article 2 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

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

#### ARTICLE XXXIII

##### EXTERIOR MAINTENANCE

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

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the site upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such site is subject under Article XXXIII hereof 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 in Article XXXIII hereof.

#### ARTICLE XXXIV

##### BOATS, LAKES AND SWIMMING

Section 1. Boats. Boats may be powered only by an outboard electric motor having a maximum of three (3) horsepower and shall be maintained and 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. Swimming. No swimming shall be permitted from any area deeded to the Killearn Homes Association Inc. Any owner of site or sites abutting upon Lake Killarney, Lake Kanturk or any other lake who swims or permits others to swim from such site or sites shall do so at their own risk. Neither Rolland Tract, Inc. nor Killearn Homes Association, Inc. assume any responsibility for the purity of the water in Lake Killarney and Lake Kanturk or any damage resulting from their use.

Section 3. Authority and Responsibility. It shall be the sole responsibility of the Association to maintain the aesthetics of all lakes, the discharge of which jurisdiction shall entitle said Association to go on and upon all lakes for the purpose of performing its responsibilities to the members and contributing owners.

Section 4. Permission to Improve. Permission is given to

OR1469PC0033

Rolland Tract Inc., its successors or assigns, to enter upon all lakes and install or otherwise construct any docks, ramps, pumping, drainage and well facilities and to improve all lakes. Permission to undertake such construction is granted by each purchaser of property bordering any lake.

WITNESS WHEREOF, said corporation has caused this instrument to be signed and its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 30<sup>th</sup> day of November, A.D., 1990.



ROLLAND TRACT, INC.

By: David K. Williams  
David K. Williams  
Its Vice President

Juanice M. Hagan  
Juanice M. Hagan  
Its Secretary

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared DAVID K. WILLIAMS and JUANICE M. HAGAN, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of above named ROLLAND TRACT, INC., a Florida corporation and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 30<sup>th</sup> day of November A.D., 1990.

(SEAL.)



Kim L. Brown  
Notary Public

My Commission Expires:  
Notary Public, State of Florida

My Commission Expires Feb. 1, 1994

Spended Thru Troy Cain - Insurance Inc.

# KILLEARN ESTATES UNIT NO. 38

A SUBDIVISION OF A PART OF SECTIONS 2 AND 3, TOWNSHIP  
1 NORTH, RANGE 1 EAST, AND LYING WITHIN THE CITY LIMITS  
OF TALLAHASSEE, FLORIDA.

DR1469PC0034

## LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF KILLEARN ESTATES UNIT NO.7, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 24 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN NORTH 89 DEGREES 44 MINUTES 24 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID KILLEARN ESTATES UNIT NO 7, A DISTANCE OF 661.48 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN NORTH 89 DEGREES 44 MINUTES 24 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, A DISTANCE OF 48.69 FEET, THENCE NORTH 89 DEGREES 37 MINUTES 45 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO. 7, A DISTANCE OF 846.65 FEET TO THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 601 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 03 DEGREES 06 MINUTES 29 SECONDS WEST ALONG THE SAID WESTERLY BOUNDARY, A DISTANCE OF 718.22 FEET, THENCE LEAVING SAID PROPERTY, RUN SOUTH 08 DEGREES 50 MINUTES 53 SECONDS EAST 98.39 FEET TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE SOUTHEASTERLY THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 1302.94 THROUGH A CENTRAL ANGLE OF 07 DEGREES 13 MINUTES 59 SECONDS FOR AN ARC DISTANCE OF 164.48 FEET, (THE CHORD OF SAID ARC BEING NORTH 85 DEGREES 03 MINUTES 20 SECONDS EAST 164.38 FEET) THENCE NORTH 88 DEGREES 40 MINUTES 20 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 230.56 FEET TO THE EASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 601, THENCE NORTH 01 DEGREES 33 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 125.00 FEET, THENCE LEAVING SAID EASTERLY BOUNDARY RUN NORTH 86 DEGREES 28 MINUTES 38 SECONDS EAST 141.04 FEET TO THE WESTERLY BOUNDARY OF A PROPOSED 50 FOOT ROADWAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 933.67 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 58 MINUTES 31 SECONDS FOR AN ARC DISTANCE OF 31.65 FEET, (THE CHORD OF SAID ARC BEING NORTH 02 DEGREES 33 MINUTES 07 SECONDS WEST 31.64 FEET), THENCE LEAVING SAID PROPOSED RIGHT OF WAY CURVE RUN NORTH 88 DEGREES 25 MINUTES 09 SECONDS EAST 189.95 FEET, THENCE NORTH 01 DEGREE 34 MINUTES 51 SECONDS WEST 185.12 FEET, THENCE NORTH 23 DEGREES 30 MINUTES 12 SECONDS EAST 73.59 FEET, THENCE NORTH 53 DEGREES 12 MINUTES 57 SECONDS EAST 74.47 FEET, THENCE NORTH 83 DEGREES 43 MINUTES 25 SECONDS EAST 79.78 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 40 SECONDS EAST 200.00 FEET, THENCE SOUTH 04 DEGREES 29 MINUTES 24 SECONDS EAST 40.00 FEET, THENCE NORTH 85 DEGREES 03 MINUTES 22 SECONDS EAST 498.71 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 40 SECONDS EAST 325.00 FEET, THENCE SOUTH 12 DEGREES 40 MINUTES 39 SECONDS WEST 13.91 FEET, THENCE SOUTH 52 DEGREES 18 MINUTES 23 SECONDS EAST 269.85 FEET, TO THE PROPOSED SOUTHEASTERLY RIGHT OF WAY OF A 50 FOOT ROADWAY, THENCE NORTH 37 DEGREES 23 MINUTES 25 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 10.00 FEET, THENCE LEAVING SAID PROPOSED RIGHT OF WAY BOUNDARY RUN SOUTH 52 DEGREES 18 MINUTES 23 SECONDS EAST 140.25 FEET, THENCE SOUTH 36 DEGREES 42 MINUTES 34 SECONDS WEST 139.10 FEET TO THE PROPOSED NORTHEASTERLY RIGHT OF WAY BOUNDARY OF A 60 FOOT ROADWAY THENCE ALONG SAID PROPOSED RIGHT OF WAY AS FOLLOWS: SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 217.25 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE WITH A RADIUS OF 902.90 FEET THROUGH A CENTRAL ANGLE OF 41 DEGREES 07 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 648.15 FEET, THENCE SOUTH 71 DEGREES 07 MINUTES 47 SECONDS EAST 97.38 FEET, TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 24 MINUTES 52 SECONDS FOR AN ARC DISTANCE OF 46.82 FEET, TO THE WESTERLY RIGHT OF WAY OF CENTERVILLE ROAD, THENCE LEAVING SAID PROPOSED RIGHT OF WAY, RUN SOUTH 19 DEGREES 27 MINUTES 21 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 120.01 FEET, TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE WESTERLY, THENCE NORTHERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 35 MINUTES 08 SECONDS FOR AN ARC DISTANCE OF 47.43 FEET, (THE CHORD OF SAID ARC BEING NORTH 25 DEGREES 50 MINUTES 13 SECONDS WEST 42.64 FEET) THENCE NORTHERLY AND SOUTHERLY ALONG THE PROPOSED SOUTHERLY RIGHT OF WAY OF A 60 FOOT ROADWAY AS FOLLOWS: NORTH 71 DEGREES 07 MINUTES 47 SECONDS WEST 96.15 FEET TO A POINT OF CURVE TO THE RIGHT WITH A RADIUS OF 962.90 FEET THROUGH A CENTRAL ANGLE OF 41 DEGREES 07 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 691.22 FEET, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 217.25 FEET TO A POINT OF CURVE TO THE LEFT WITH A RADIUS OF 374.13 THROUGH A CENTRAL ANGLE OF 60 DEGREES 21 MINUTES 20 SECONDS FOR AN ARC DISTANCE OF 394.11 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 40 SECONDS WEST 150.00 FEET TO A POINT OF CURVE TO THE LEFT WITH A RADIUS OF 1129.89 FEET THROUGH A CENTRAL ANGLE OF 23 DEGREES 26 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 462.43 FEET, THENCE LEAVING SAID PROPOSED 60 FOOT RIGHT OF WAY, RUN SOUTHEASTERLY ALONG A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE SOUTHWESTERLY WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 95 DEGREES 14 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 49.87 FEET., (THE CHORD OF SAID ARC BEING SOUTH 68 DEGREES 10 MINUTES 49 SECONDS EAST 44.33 FEET), TO A POINT OF COMPOUND RIGHT OF WAY CURVE WITH A RADIUS OF 287.34 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 09 MINUTES 38 SECONDS FOR AN ARC DISTANCE OF 126.18 FEET, (THE CHORD OF SAID ARC BEING SOUTH 05 DEGREES 58 MINUTES

# KILLEARN ESTATES UNIT NO. 38

A SUBDIVISION OF A PART OF SECTIONS 2 AND 3, TOWNSHIP  
1 NORTH, RANGE 1 EAST, AND LYING WITHIN THE CITY LIMITS  
OF TALLAHASSEE, FLORIDA.

LEGAL DESCRIPTION (CONTINUED)

DR1469PC01

31 SECONDS EAST 125.17 FEET) THENCE LEAVING SAID PROPOSED RIGHT OF WAY RUN SOUTH 88 DEGREES 32 MINUTES 12 SECONDS WEST 109.23 FEET, THENCE SOUTH 34 DEGREES 14 MINUTES 08 SECONDS WEST 81.75 FEET, THENCE SOUTH 66 DEGREES 29 MINUTES 44 SECONDS WEST 158.03 FEET, THENCE SOUTH 70 DEGREES 38 MINUTES 35 SECONDS WEST 116.46 FEET, THENCE SOUTH 74 DEGREES 32 MINUTES 38 SECONDS WEST 104.97 FEET, THENCE SOUTH 78 DEGREES 38 MINUTES 51 SECONDS WEST 110.72 FEET, THENCE SOUTH 82 DEGREES 45 MINUTES 04 SECONDS WEST 110.72 FEET, THENCE SOUTH 86 DEGREES 02 MINUTES 07 SECONDS WEST 74.63 FEET, THENCE SOUTH 88 DEGREES 28 MINUTES 52 SECONDS WEST 190.00 FEET, THENCE NORTH 61 DEGREES 46 MINUTES 27 SECONDS WEST 80.62 FEET, THENCE SOUTH 51 DEGREES 35 MINUTES 26 SECONDS WEST 108.45 FEET TO A POINT ON A PROPOSED RIGHT OF WAY CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 290.46 THROUGH A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 45 SECONDS FOR AN ARC DISTANCE OF 63.01 FEET, (THE CHORD OF SAID ARC BEING NORTH 32 DEGREES 11 MINUTES 42 SECONDS WEST 62.89 FEET), THENCE LEAVING SAID PROPOSED RIGHT OF WAY CURVE, RUN SOUTH 64 DEGREES 01 MINUTE 11 SECONDS WEST 190.45 FEET, THENCE SOUTH 17 DEGREES 04 MINUTES 07 SECONDS EAST 65.00 FEET, THENCE SOUTH 35 DEGREES 47 MINUTES 56 SECONDS EAST 157.10 FEET, THENCE SOUTH 09 DEGREES 35 MINUTES 11 SECONDS WEST 121.55 FEET, THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST 100.00 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST 86.23 FEET, THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST 190.00 FEET TO THE SOUTHERLY BOUNDARY OF SECTION 3 TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE RUN SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 534.14 FEET, THENCE LEAVING SAID SOUTHERLY BOUNDARY RUN NORTH 35 DEGREES 08 MINUTES 45 SECONDS WEST 433.82 FEET, THENCE NORTH 80 DEGREES 02 MINUTES 30 SECONDS WEST 203.24 FEET, THENCE NORTH 09 DEGREES 57 MINUTES 30 SECONDS EAST 210.00 FEET, TO THE PROPOSED NORTHERLY RIGHT OF WAY OF A 60 FOOT ROAWAY, THENCE SOUTH 80 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 117.57 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID PROPOSED RIGHT OF WAY CURVE WITH A RADIUS OF 614.01 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 31 MINUTES 50 SECONDS FOR AN ARC DISTANCE OF 145.00 FEET, (THE CHORD OF SAID ARC BEING SOUTH 86 DEGREES 48 MINUTES 25 SECONDS EAST 144.66 FEET), THENCE NORTH 03 DEGREES 34 MINUTES 20 SECONDS WEST 150.00 FEET, THENCE NORTH 86 DEGREES 23 MINUTES 44 SECONDS WEST 132.32 FEET, THENCE NORTH 01 DEGREES 09 MINUTES 37 SECONDS EAST 62.50 FEET, THENCE NORTH 12 DEGREES 08 MINUTES 21 SECONDS EAST 535.28 FEET, THENCE NORTH 06 DEGREES 18 MINUTES 28 SECONDS WEST 355.80 FEET TO THE POINT OF BEGINNING, CONTAINING 49.21 ACRES MORE OR LESS.



BK: R2445 PG: 02105

This Instrument prepared by:

Joseph P. Jones, Esq.  
Broad and Cassel  
215 S. Monroe, Suite 400  
Tallahassee, FL 32308

R20000090377

RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2445 PAGE: 02105  
DEC 21 2000 11:57 AM  
DAVE LANG, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION  
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA  
COUNTY OF LEON:

December 14, 2000.

**KNOW ALL MEN BY THESE PRESENTS**, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killlearn Estates Subdivision, Units 1 through 54, inclusive, entered into on the date above written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Declarant:"

**WITNESSETH:**

**WHEREAS**, Declarant is the Assignee of Developer Killlearn Properties, Inc.'s right to amend the covenants and restriction applicable to Killlearn Estates Subdivision for the purpose of increasing the annual assessment due and payable by each and every Member.

**WHEREAS**, said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

**WHEREAS**, there has been a vote by the Membership, either in person or by proxy, utilizing the manner proper and prescribed by the various applicable Covenants and Restrictions on the issue as to whether or not the annual assessment due and payable by each and every Member shall be increased; and



WHEREAS, the necessary number of Members have voted in the affirmative to pass said amendment to the Covenants and Restrictions thereby increasing the annual assessment due and payable by each and every Member.

**NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,**

Declarant hereby amends the Covenants and Restrictions pertaining to those Units of the Killlearn Estates Subdivision fully described below as follows:

1. This instrument hereby delineates a new annual assessment schedule, applicable to each and every Member;
2. The new annual assessment, moved by the Membership and affirmed by proper procedure, shall be as follows:
  - (a) Single Family Dwelling - \$75.00 per year
  - (b) Multi-Family Dwelling - \$37.50 per year
  - (c) Single Family Dwelling on lakefront - \$112.50 per year
  - (d) Multi-Family Dwelling on lakefront - \$56.25 per year
3. This instrument does not alter or change any Article or Section of the Covenants and Restrictions concerning or regarding the date when annual assessments become due and payable;
4. As used in this instrument, the terms "dues," "membership dues," "assessments" and "annual assessments" are interchangeable;
5. The appropriate record data of the affected Covenants and Restrictions is as follows:

R20000090377

RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2445 PAGE: 02107  
DEC 21 2000 11:57 AM  
DAVE LANG, CLERK OF COURTS



BK: R2445 PG: 02107

In the Leon County, Florida, Public Records:

<u>Unit</u>	<u>O.R. Book</u>	<u>Page No.</u>
1	1897	254
	193	485
	264	383
2	212	496
	264	383
3	242	361
	264	383
4	232	218
	264	383
5	347	351
6	242	383
	264	383
	269	270
7	297	45
8	387	10
9	347	351
	394	184
10	403	130
11	451	295
12	451	312
14	530	492
15	465	230
16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070
25	1420	1431

R20000090377

RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2445 PAGE: 02108  
DEC 21 2000 11:57 AM  
DAVE LANG, CLERK OF COURTS



BK: R2445 PG: 02108

26	1025	1288
27	1284	1677
28	747	276
	780	767
	1146	485
	1360	1025
	1373	771
29	993	427
30	968	2353
31	1237	1079
32	993	22
33	1094	22
34	1073	2393
35	993	427
36	1157	1203
37	1458	0181
38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491

6. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killearn Estates Subdivision.

7. Except as amended herein, all other covenants and restrictions remain in full force and effect.

R20000090377  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2445 PAGE: 02109  
DEC 21 2000 11:57 AM  
DAVE LANG, CLERK OF COURTS



BK: R2445 PG: 02109

IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

KILLEARN HOMES ASSOCIATION, INC.

*Roger Osborne*

By: *Roger J. Osborne*

Its: *PRESIDENT*

(Corporate Seal)

Attest:

*Arthur G. Wimer, Jr.*

By: *ARTHUR G. WIMER, JR.*

Its: *SECRETARY*

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2000, by *Arthur G. Wimer, Jr.*, as *Secretary* of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

*Laurie Rigg*

NOTARY PUBLIC

My Commission Expires:



This Instrument prepared by:

Joseph P. Jones, Esq.  
Broad and Cassel  
215 S. Monroe, Suite 400  
Tallahassee, FL 32301  
(850) 681-6810



BK: R2502 PG: 01138

R20010037705  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2502 PAGE: 01138  
MAY 22 2001 10:18 AM  
BOB INZER, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION  
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA

COUNTY OF LEON:

may 18, 2001.

**KNOW ALL MEN BY THESE PRESENTS**, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killlearn Estates Subdivision, Units 1 through 54, inclusive, entered into on the date above written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Declarant:"

**WITNESSETH:**

**WHEREAS**, Declarant is the Assignee of Developer Killlearn Properties, Inc.'s right to amend the covenants and restriction applicable to Killlearn Estates Subdivision for the purpose of "curing any ambiguity in or inconsistency between the provisions contained herein ..."

**WHEREAS**, said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

**WHEREAS**, there has been confusion and ambiguity amongst the Membership regarding where boats, trailers, other vehicles, campers, or cars shall be properly parked on the respective Member's property and Declarant hereby declares the need to amend the covenants



and restrictions, in accord with its assigned right to do so, to cure any inconsistencies or ambiguities in this regard.

**NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,**

Declarant hereby amends the covenants and restrictions pertaining to those Units of the Killlearn Estates Subdivision fully described below as follows:

1. This instrument hereby deletes any reference to the following language:

“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” ;

found in:

<u>Unit</u>	<u>Article</u>
10	IX
11	IX
12	IX
15	IX
17	IX
27	IX
31	IX
37	IX
38	IX
39	X
40	IX
41	X

and;

“Except in areas zoned for multi-family use, 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” ;

found in:

<u>Unit</u>	<u>Article #</u>
14	IX
16	IX
18	IX
19	IX
20	IX
21	IX
22	IX
23	IX
25	IX
26	IX
28	IX
29	IX
30	IX
32	IX
33	IX
35	IX
36	IX
51	IX
53	IX
54	IX

and;

“Nothing, other than automobiles shall be parked in the driveway. Boats, trailers, and campers shall be parked or stored within the garage or placed behind the residence, and in no event shall the vehicles be visible from the street which runs in from of the property”;

R20010037705  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2502 PAGE: 01141  
MAY 22 2001 10:18 AM  
BOB INZER, CLERK OF COURTS



BK: R2502 PG: 01141

found in:

<u>Unit</u>	<u>Article #</u>
50	XXX

2. This instrument hereby adds or replaces, whichever may be appropriate, the following language to the covenants and restrictions of those Units of Killlearn Estates fully described in Paragraph 5, below:

“Except for areas zoned for multi-family use (which areas are subject to separate rules, covenants and restrictions), no boat, trailer, camper or vehicle other than those vehicles utilized for personal transportation purposes which are operable, registered and/or licensed for operation on the public roads, shall be parked where visible from the street which runs in front of the residence (in the case of residences located on corner lots, the side or abutting street is applicable in addition to the street directly in front of the residence) for more than two consecutive days during any thirty day period or as otherwise expressly authorized by Killlearn Homes Association, Inc..

In no event shall any boat, trailer, camper, or other vehicle, including but not limited to, those vehicles utilized for personal transportation purposes which are operable, registered and/or licensed for operation on the public roads, be parked on the grass or lawn area where visible from the street which runs in front of the residence (in the case of residences located on corner lots, the side or abutting street is applicable in addition to the street directly in front of the residence) overnight without the express written authorization of Killlearn Homes Association, Inc..



Any boat, trailer, camper, or other vehicle, including those vehicles utilized for personal transportation purposes which are operable, registered and/or licensed for operation on the public roads, that are to be stored on the Member's property must be stored either in the garage or behind the residence so as to not be visible from the street which runs in front of the property (in the case of residences located on corner lots, the side or abutting street is applicable in addition to the street directly in front of the residence).

3. The appropriate record data of the affected Covenants and Restrictions is as follows:  
 In the Leon County, Florida, Public Records:

<u>Unit</u>	<u>O.R. Book</u>	<u>Page No.</u>
1	1897	254
	193	485
	264	383
2	212	496
	264	383
3	242	361
	264	383
4	232	218
	264	383
5	347	351
6	242	383
	264	383
	269	270
7	297	45
8	387	10
9	347	351
	394	184
10	403	130
11	451	295
12	451	312
14	530	492
15	465	230

R20010037705

RECORDED IN  
PUBLIC RECORDS LEON CNTY. FL  
BOOK: R2502 PAGE: 01143  
MAY 22 2001 10:18 AM  
BOB INZER, CLERK OF COURTS



BK: R2502 PG: 01143

16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070
25	1420	1431
26	1025	1288
27	1284	1677
28	747	276
	780	767
	1146	485
	1360	1025
	1373	771
29	993	427
30	968	2353
31	1237	1079
32	993	22
33	1094	22
34	1073	2393
35	993	427
36	1157	1203
37	1458	0181
38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491



4. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killearn Estates Subdivision.

5. Except as amended herein, all other covenants and restrictions remain in full force and effect.

IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.



KILLEARN HOMES ASSOCIATION, INC.

By: Roger Osborne  
Its: President

(Corporate Seal)

Attest:

By: Arthur G. Wines  
Its: SECRETARY

STATE OF FLORIDA )

COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 18 day of MAY, 2001 by ROGER OSBORNE, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally know to me or has produced \_\_\_\_\_ as identification.

Laurie Rigg  
NOTARY PUBLIC

My Commission Expires:



This Instrument prepared by:  
Joseph P. Jones, Esq.  
Broad and Cassel  
215 S. Monroe, Suite 400  
Tallahassee, FL 32301  
(850) 681-6810

R20010051701  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2524 PG: 02131  
JUL 11 2001 09:51 AM  
BOB INZER, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION  
CORRECTIVE INSTRUMENT**

STATE OF FLORIDA

COUNTY OF LEON:

*July 9<sup>th</sup>*, 2001.

**KNOW ALL MEN BY THESE PRESENTS**, that this is an instrument intended to correct and hereinafter amend a previously recorded instrument affecting Killearn Estates Subdivision, Units 1 through 54, inclusive, entered into on the date below written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Declarant":

**WITNESSETH:**

**WHEREAS**, on May 22, 2001 at 10:18 AM, Declarant recorded a Declaration of Amendment to Covenants and Restrictions in the Public Records of Leon County, Florida at Official Record 2502, Page 01138, which contained a scrivener's error, to wit:

"2. This instrument hereby adds or replaces, whichever may be appropriate, the following language to the covenants and restrictions of those Units of Killearn Estates fully described in Paragraph 5, below:"

and;

**WHEREAS**, Declarant hereby declares a need to correct the scrivener's error in order to clarify and preserve the original intent of the document, and;

**WHEREAS**, the original recorded Declaration of Amendment to Covenants and Restrictions is attached hereto as Exhibit A for reference purposes only.

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,

Declarant hereby corrects and hereinafter amends the previously recorded Declaration of Amendment to the Covenants and Restrictions in the following manner:

1. Paragraph 2 of the originally recorded Declaration of Amendment to the Covenants and Restrictions shall be corrected and hereinafter amended to reflect the following:

“This instrument hereby adds or replaces, whichever may be appropriate, the following language to the covenants and restrictions of those Units of Killlearn Estates fully described in Paragraph 3, below:”

IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

KILLEARN HOMES ASSOCIATION, INC.

By: Roger J. Osborne  
Its: President Roger J. Osborne

(Corporate Seal)

Attest:

By: Arthur G. Wimer Jr.  
Its: SECRETARY Arthur G. Wimer Jr.  
STATE OF FLORIDA )

COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2001 by Roger J. Osborne, as President of the Killlearn Homes Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally know to me or has produced \_\_\_\_\_ as identification.

Laurie Rigg  
NOTARY PUBLIC

My Commission Expires:



This Instrument prepared by:

Joseph P. Jones, Esq.  
Broad and Cassel  
215 S. Monroe, Suite 400  
Tallahassee, FL 32301  
(850) 681-6810

**KILLEARN ESTATES SUBDIVISION  
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS**, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killlearn Estates Subdivision, Units 1 through 54, inclusive, entered into on the date above written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Declarant:"

**WITNESSETH:**

**WHEREAS**, Declarant is the Assignee of Developer Killlearn Properties, Inc.'s right to amend the covenants and restriction applicable to Killlearn Estates Subdivision for the purpose of "curing any ambiguity in or inconsistency between the provisions contained herein ..."

**WHEREAS**, said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

**WHEREAS**, there has been confusion and ambiguity amongst the Membership regarding the procedure for the approval or disapproval, whichever the case may be, by the Architectural Control Committee of any plans or specifications submitted by the Members and Declarant hereby declares the need to amend the covenants and restrictions, in accord with its assigned right to do so, to cure any inconsistencies or ambiguities in this regard.

**NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,**

Declarant hereby amends the covenants and restrictions pertaining to those Units of the Killlearn Estates Subdivision fully described in Paragraph 3, below, as follows:

1. This instrument hereby deletes the language contained within the following ARTICLES:

ARTICLE XXIV                      UNITS -        1,2,3,4,5,6,7,9  
and;

ARTICLE VII                        UNITS -        8,10,11,12,14,15,16,17,18,  
19,20,21,22,23,24,25,26,29,30,31,32,  
33,35,36,37,38,51,53,54

and;

ARTICLE VI                         UNIT -         27

and;

ARTICLE VII                        UNIT -         28

and;

ARTICLE VII                        UNITS -       39,41

and;

ARTICLE VI                         UNIT -         40

and;

ARTICLES XI,XII                    UNIT -         50

and;

ARTICLE VII                        UNIT - 34 FAIRWAYS

and;

ARTICLE V                          UNIT - 34 BARRON PARC

2. This instrument hereby replaces the language deleted within the ARTICLES  
aforementioned in Paragraph 1, with the following language as if fully rewritten and  
incorporated therein:

Section 1. Membership

The Architectural Control Committee shall be composed of three members, all of which shall be appointed by the Board of Directors of the Association. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall be empowered to appoint a successor, which appointment shall be fully ratified by a majority vote of the entire Board of Directors of the Association. If the remaining Members cannot agree on a successor then the entire Board of Directors of the Association shall be empanelled and shall vote, in accordance with the Board's voting procedures, on a successor to the Committee.

Section 2. Term

The members of the Architectural Control Committee shall serve a term of two full calendar years beginning January 1. Committee members may be reappointed at the end of their term in the sole and absolute discretion of the Board of Directors.

Section 3. Compensation

No Committee member, nor any designated representative shall be entitled to compensation for services performed pursuant to this covenant.

Section 4. Removal of Committee Members

Any or all Committee members may be removed at any time, either with or without cause, by a majority vote of the Board of Directors.

Section 5. Purpose

The Architectural Control Committee shall be charged with regulating the aesthetic environment and standards within Killlearn Estates by ensuring compliance with the

existing restrictive covenants and any other standards deemed applicable by the Committee.

Section 6. Approval Necessary

No building, structure, fence, dock or other improvement may be constructed, erected, installed, altered, or structurally modified without the prior written consent of the Committee.

Section 7. Required Submission.

At least ten (10) days prior to the commencement of construction, erection, installation, alteration or structural modification of any building, structure, fence, dock or improvement located within Killearn Estates, the owner of the property upon which construction, erection, installation, alteration or structural modification is to be made must submit three (3) complete sets of plans to the Committee for review and subsequent approval, disapproval or approval conditioned upon modification.

For the purposes of this Section, a complete set of plans shall include, but not be limited to: foundation plans, floor plans, sectional/cross sectional details, elevation drawings of all exterior walls, roof plans, plot plans showing the placement of the improvement upon the property complete with all building restriction and setback lines and landscape plans showing types, sizes and locations of all shrubs, ground covers, turfs, trees to be planted as well as all protected trees. Protected trees are those trees which measure twelve (12") inches or more in diameter at a height measured three (3') feet above the natural ground elevation. In no event may a protected tree may be removed without the prior written consent of the Committee. In addition, the owner must submit a complete description and samples (including color selections) of all materials to be included if so desired by the Committee.

The Committee, in its sole and absolute discretion, reserves the right to request any additional information or detail it deems necessary, or request the modification of any

previous submission, to render said decision and may withhold approval until such time as it is provided with the additional information.

Section 8. Applicable Standard.

The Committee shall have the absolute and exclusive right to refuse to approve any submission, or a portion of any submission, which, in its opinion, is not suitable or desirable for any reason, including reasons of pure aesthetics, inconsistency with the overall harmony of the neighborhood or inconsistency with future development.

Section 9. Time.

The Committee shall utilize best efforts to timely review all submissions and shall strive for communicating its decision to the submitting party within thirty (30) days. However, nothing contained herein requires the Committee to adhere to the thirty (30) day time period. In the event that the Committee is unable to communicate its decision to the submitting party within forty five (45) days from the date of the original submission, the Committee shall notify the submitting party of such and shall state, in writing, the reason for the delay and provide an estimated time to complete the review.

In the event that an initial submission is deemed incomplete or the Committee requests further information, the submission date shall be that date when the submission is deemed complete by the Committee or the date that the Committee receives all of the additional requested information.

Section 10. Written Approval Necessary.

All decisions of the Committee shall be in writing. No decision is considered valid unless it is in writing. No construction, erection, installation, alteration or structural modification shall commence until the submitting party possesses the written approval of the Committee.

3. The appropriate record data of the affected Covenants and Restrictions is as follows:

In the Public Record in and for Leon County, Florida, to wit:

<u>Unit</u>	<u>O.R. Book</u>	<u>Page No.</u>
1	1897	254
	193	485
	264	383
2	212	496
	264	383
3	242	361
	264	383
4	232	218
	264	383
5	347	351
6	242	383
	264	383
	269	270
7	297	45
8	387	10
9	347	351
	394	184
10	403	130
11	451	295
12	451	312
14	530	492
15	465	230
16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070
25	1420	1431
26	1025	1288
27	1284	1677
28	747	276
	780	767
	1146	485
	1360	1025

	1373	771
29	993	427
30	968	2353
31	1237	1079
32	993	22
33	1094	22
34	1073	2393
35	993	427
36	1157	1203
37	1458	0181
38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491

4. All owners and prospective purchasers of the several units of Killlearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killlearn Estates Subdivision.

5. Except as amended herein, all other Covenants and Restrictions remain in full force and effect.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

KILLEARN HOMES ASSOCIATION, INC.

By: Roger J Osborne  
Its: PRESIDENT Roger J Osborne  
(Corporate Seal)



Attest: Arthur G. Kerner, Jr  
By: SECRETARY  
STATE OF FLORIDA )

COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 1 day of AUGUST, 2001 by ROBERT J OSBORNE, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally know to me or has produced \_\_\_\_\_ as identification.

Laurie Rigg  
NOTARY PUBLIC

My Commission Expires:



This Instrument prepared by:  
Joseph P. Jones, Esq.  
Broad and Cassel  
215 S. Monroe, Suite 400  
Tallahassee, FL 32301  
(850) 681-6810

20100060106  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF  
LEON COUNTY FL  
BK: 4159 PG:906, Page1 of 3  
09/07/2010 at 10:20 AM.

BOB INZER, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION  
CORRECTIVE INSTRUMENT**

STATE OF FLORIDA

COUNTY OF LEON:

August 31<sup>st</sup>, 2010.

**KNOW ALL MEN BY THESE PRESENTS**, that this is an instrument intended to correct and hereinafter amend previously recorded instruments affecting Killearn Estates Subdivision, Units 1 through 54, inclusive, entered into on the date below written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as “Declarant”:

**WITNESSETH:**

**WHEREAS**, on October 28, 1999, Declarant recorded a Declaration of Amendment to Covenants and Restrictions in the Public Records of Leon County, Florida, at Official Records Book 2312, Page 1715, which contained a scrivener’s error in paragraph 5 as it related to Unit 1, and incorrectly reflected Unit 1 as being recorded in Official Records Book 1897, when it should have reflected Official Records Book 187; and

**WHEREAS**, on May 22, 2001, Declarant recorded a Declaration of Amendment to Covenants and Restrictions in the Public Records of Leon County, Florida at Official Records Book 2502, Page 01138, which contained a scrivener’s error in paragraph 3 as it related to Unit 1, and incorrectly reflected Unit 1 as being recorded in Official Records Book 1897, when it should have reflected Official Records Book 187; and

**WHEREAS**, on July 9, 2001, Declarant recorded a Corrective Instrument in the Public Records of Leon County, Florida, at Official Records Book 2524, Page 2131, which contained a

scrivener's error in paragraph 3 as it related to Unit 1, and incorrectly reflected Unit 1 as being recorded in Official Records Book 1897, when it should have reflected Official Records Book 187; and

**WHEREAS**, Declarant hereby declares a need to correct the scrivener's errors in order to clarify and preserve the original intent of the document, and;

**NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED**, Declarant hereby corrects and hereinafter amends the previously recorded Declarations of Amendment to the Covenants and Restrictions, and Corrective Instrument, in the following manner:

1. Paragraph 5 of the originally recorded Declaration of Amendment to the Covenants and Restrictions at Official Records Book 2312, Page 1715, shall be corrected, in part, and hereinafter amended, as it relates to Unit 1, to reflect Unit 1 as being recorded in Official Records Book 187; and

2. Paragraph 3 of the subsequently recorded Declaration of Amendment to Covenants and Restrictions at Official Records Book 2502, Page 01138, shall be corrected, in part, and hereinafter amended, as it relates to Unit 1, to reflect Unit 1 as being recorded in Official Records Book 187; and

3. Paragraph 3 of the Corrective Instrument subsequently recorded at Official Records Book 2524, Page 2131, shall be corrected, in part, and hereinafter amended, as it relates to Unit 1, to reflect Unit 1 as being recorded in Official Records Book 187.

IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

Attest: KILLEARN HOMES ASSOCIATION, INC.  
By: [Signature] By: [Signature]  
Its: Executive Director Its: President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 31st day of August, 2010 by Bob Ippolito, as President of the Killearn Homes Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced personally known as identification.

[Signature]  
NOTARY PUBLIC  
My Commission Expires



KILLEARN ESTATES SUBDIVISION  
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA  
COUNTY OF LEON

January 1st, 2014

KNOW ALL MEN BY THESE PRESENTS, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killearn Estates Subdivision, Units 1 through 57, inclusive, entered into on the date above written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation hereinafter referred to as "Declarant:"

WITNESSETH:

WHEREAS, Declarant is the Assignee of Developer Killearn Properties, Inc.'s right to amend the Covenants and Restriction applicable to Killearn Estates Subdivision for the purpose of increasing the annual assessment due and payable by each and every Member.

WHEREAS, said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

WHEREAS, there has been a vote by the Membership, either in person or by proxy, utilizing the manner proper and prescribed by the various applicable Covenants and Restrictions on the issue as to whether or not the annual assessment due and payable by each and every Member shall be increased; and

WHEREAS, the necessary number of Members have voted in the affirmative to pass said amendment to the Covenants and Restrictions thereby increasing the annual assessment due and payable by each and every Member.

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,  
Declarant hereby amends the Covenants and Restrictions pertaining to those Units of the  
Killearn Estates Subdivision fully described below as follows:

1. This instrument hereby delineates a new annual assessment schedule,  
applicable to each and every Member;
2. The new annual assessment, moved by the Membership and affirmed by  
proper procedure, shall be as follows:
  - a) Single Family Dwelling - \$150.00 per year
  - b) Multi-Family Dwelling - \$75.00 per year
  - c) Single Family Dwelling on lakefront - \$225.00 per year
  - d) Multi-Family Dwelling on lakefront - \$112.50 per year
3. This instrument does not alter or change any Article or Section of the  
Covenants and Restrictions concerning or regarding the date when annual  
assessments become due and payable;
4. As used in this instrument, the terms "dues," "membership dues,"  
"assessments" and "annual assessments" are interchangeable;
5. The appropriate record data of the affected Covenants and Restrictions is as  
follows:

## In the Leon County, Florida, Public Records:

<u>Unit</u>	<u>O.R. Book</u>	<u>Page No.</u>
1	187	254
	193	485
	264	383
2	212	496
	264	383
3	242	361
	264	383
4	232	218
	264	383
5	347	351
6	242	383
	264	383
	269	270
7	297	45
8	387	10
9	347	351
	394	184
10	403	130
11	451	295
12	451	312
14	530	492
15	465	230
16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070
25	1420	1431
26	1025	1288
27	1284	1677

Unit	O.R. Book	Page No.
28	747	276
	780	767
	1146	485
	1360	1025
	1373	771
29	993	427
30	968	2353
31	1237	1079
32	993	22
33	1094	22
34	1073	2393
35	993	427
36	1157	1203
37	1458	0181
38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491
55	878	359
56	931	177
57	1436	0487

6. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killearn Estates Subdivision.
7. Except as amended herein, all other Covenants and Restrictions remain in full force and effect.

IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

**KILLEARN HOMES ASSOCIATION, INC.**

By: Bob Ippolito

Its: President

(Corporate Seal)



Attest:

By: [Signature]

Its: Vice President

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 14th day of July, 2014, by BOB IPPOLITO, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.

Susan T. Barlow  
NOTARY PUBLIC

My commission Expires



STATE OF FLORIDA, COUNTY OF LEON

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of an instrument recorded in the official records of Leon County, Florida. Witness my hand and seal of office this 13 day of July, 2014.



BOB INZER  
Clerk of County Court

By: [Signature] D.C.

KILLEARN ESTATES SUBDIVISION  
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA  
COUNTY OF LEON

August 5, 2025

KNOW ALL MEN BY THESE PRESENTS, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killearn Estates Subdivision, Units 1 through 57, inclusive, entered into on the date above written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation hereinafter referred to as "Declarant:"

WITNESSETH:

WHEREAS, Declarant is the Assignee of Developer Killearn Properties, Inc.'s right to amend the Covenants and Restrictions applicable to Killearn Estates Subdivision for the purpose of increasing the annual assessment due and payable by each and every Member.

WHEREAS, said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

WHEREAS, there has been a vote by the Membership, either in person or by proxy, utilizing the manner proper and prescribed by the various applicable Covenants and Restrictions on the issue of raising the annual assessment due and payable by each and every Member; and

WHEREAS, the necessary number of Members have voted in the affirmative to pass said amendment to the Covenants and Restrictions thereby increasing the annual assessment due and payable by each and every Member.

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED, Declarant hereby amends the Covenants and Restrictions pertaining to those units of the Killearn Estates Subdivision fully described below as follows:

1. This instrument hereby delineates a new annual assessment schedule, applicable to each and every Member to be assessed beginning January 1, 2026;
2. The new annual assessment, moved by the Membership and affirmed by proper procedure, shall be as follows:
  - a. Single Family Dwelling - \$200.00 per year
  - b. Multi-Family Dwelling - \$125.00 per year

- c. Single Family Dwelling on lakefront - \$275.00 per year
  - d. Multi-Family Dwelling on lakefront - \$162.50 per year
3. This instrument does not alter or change any Article of Section of the Covenant and Restrictions concerning or regarding the date when annual assessments become due and payable;
  4. As used in this instrument, the terms “dues,” “membership dues,” “assessments” and “annual assessments” are interchangeable;
  5. The appropriate record data of the affected Covenants and Restrictions is as follows:

In the Leon County, Florida, Public Records:

<u>Unit</u>	<u>O.R. Book</u>	<u>Page No.</u>
1	187	254
	193	485
	264	383
2	212	496
	264	383
3	242	361
	264	383
4	232	218
	264	383
5	347	351
6	242	383
	264	383
	269	270
7	297	45
8	387	10
9	347	351
	394	184
10	403	130
11	451	295
12	451	312
14	530	492
15	465	230
16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070

25	1420	1431
26	1025	1288
27	1284	1677
28	747	276
	780	767
	1146	485
	1360	1025
	1373	771
29	993	427
30	968	2353
31	1237	1079
32	993	22
33	1094	22
34	1073	2393
35	993	427
36	1157	1203
37	1458	0181
38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491
55	878	359
56	931	177
57	1436	0487

6. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killearn Estates Subdivision.
7. Except as amended herein, all other Covenants and Restrictions remain in full force and effect.

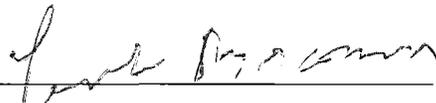
IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

**KILLEARN HOMES ASSOCIATION, INC.**

By:   
Steve Givens  
Its: President

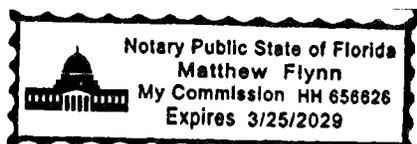
(Corporate Seal)

Attest:

  
By: Luke Brown  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5 day of Aug, 2025, by STEVE GIVENS, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.



Sign:   
Write: Matthew Flynn

NOTARY PUBLIC

My commission expires: