

Unit 34 FAIRWAY
OR1073PG2393

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF KILLEARN FAIRWAYS TOWNHOMES

THIS DECLARATION, made and executed this 15th day of July, 1983, by SKYTEST, INC., a Georgia corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Leon County, Florida, which is more particularly described as follows:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 288.42 feet; THENCE South 150 feet; THENCE West 18 feet; THENCE South 59 degrees 43 minutes 24 seconds East, 113.51 feet to a point on the northerly right-of-way line of Hamrock East said point being also on a curve concave to the Southeast. From said point on right-of-way and curve to the Southeast proceed thence in the northeasterly direction along said curve having a radius of 543.53 feet through a central angle of 18 degrees 28 minutes 19 seconds for an arc distance of 175.23 feet; THENCE North 50 degrees 37 minutes 40 seconds East 120.34 feet to the POINT OF BEGINNING.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Killearn Fairways Townhomes Association, Inc., its successors and assigns.

This Instrument prepared by
RUSSELL D. GAUTIER of
PENNINGTON, WILKINSON, GARY & DUNLAP
Attorneys at Law
Post Office Box 3985
Tallahassee, Florida 32303

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

JUL 15 3 06 PM 1983

PAUL C. HANFIELD
CLERK OF CIRCUIT COURT

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot consists of the following described real property:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed thence West 175.92 feet; THENCE South 150 feet; THENCE East 8.93 feet to a point on a curve concave to the Southeast said point on curve being also on the northerly right-of-way line of Shamrock East. From said point on curve and on the right-of-way line point proceed in a northeasterly direction along a curve having a radius of 543.53 feet through a central angle of 11 degrees 01 minutes 15 seconds for an arc distance of 104.55 feet; THENCE North 50 degrees 37 minutes 40 seconds East 120.34 feet to the POINT OF BEGINNING.

AND ALSO:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE South 50 degrees 37 minutes 40 seconds West 120.34 feet to a point on a curve concave to the Southeast; THENCE Southwesterly along said curve having a radius of 543.53 feet through a central angle of 11 degrees 01 minutes 15 seconds for an arc distance of 104.55 feet to the POINT OF

BEGINNING. From said POINT OF BEGINNING proceed West 139.43 feet; THENCE South 59 degrees 43 minutes 24 seconds East 113.51 feet to a point on a curve concave to the Southeast said point on curve being also on the Northerly right-of-way line of Shamrock East. From said point on curve and Northerly right-of-way line proceed thence in a northeasterly direction along said curve having a radius of 543.53 feet through a central angle of 07 degrees 27 minutes 04 seconds for an arc distance of 70.68 feet to the POINT OF BEGINNING.

Section 5. Additional real property may be conveyed to the Association for the common use and enjoyment of the owners as the Properties are developed.

Section 6. "Lot" shall mean and refer to any of the following described plots of land, with the exception of the Common Area:

Lot #1

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 175.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 25 feet; THENCE South 150 feet; THENCE East 25 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #2

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 200.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16.0 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #3

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 216.92 feet to

the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16.0 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #4

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates, Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 232.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #5

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 248.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #6

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 264.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 23.5 feet; THENCE South 150 feet; THENCE East 23.5 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Section 7. "Declarant" shall mean and refer to SKYTEST, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded); and

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two automobile parking spaces for each Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration or five (5) years from the date of any annexation by Declarant under the provisions of Section 4(b) of Article XVIII hereof, whichever later occurs, but in any event upon the expiration of fifteen (15) years from the date of the recording of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance

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of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, 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 to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 480.⁰⁰.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the issuance of the Certificate of Occupancy on the improvements located thereon. The first annual assessment as to each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EASEMENTS

Section 1. Easement for Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for the said encroachments and for the maintenance thereof, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easement to Association. The Declarant hereby reserves, excepts, imposes and grants to the Association an easement over and across each Lot for the purpose of providing any maintenance or repair required or allowed under the terms of this Declaration. No improvements, planting, or other material, e.g., fences and hedges, which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

Section 3. Easement for Ingress, Egress, Utilities and Parking. The Declarant hereby reserves, grants, excepts, imposes and creates cross-easements to and in favor of the Declarant, the Owners, their grantees, heirs and successors in interest over and across the following described property:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #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 COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE South 50 degrees 37 minutes 40 seconds West 120.34 feet to a point on a curve concave to the Southeast; THENCE southwesterly along said curve having a radius of 543.53 feet through a central angle of 11 degrees 01 minutes 15 seconds for an arc distance of 104.55 feet; THENCE West 8.93 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed thence North 30 feet; THENCE West 112.50 feet; THENCE South 30 feet; THENCE East 112.5 feet to the POINT OF BEGINNING;

Section 4. Easement To Facilitate Garbage and Refuse Disposal. The Board of Directors of the Association or an architectural control committee appointed by the Board shall have the right to designate areas for the location of equipment for the storage and disposal of garbage, refuse or other waste. Such areas may be adjacent to each building in order to centralize garbage and refuse storage and disposal, and in such event, the Association shall assign an area to each Owner for the storage and disposal of garbage, refuse and waste by the Owner. If any area is located on any Lot, the Owners who have been assigned the area shall have an easement for reasonable access over and across

only that portion of the Lot as is necessary to carry out the intents and purposes expressed herein.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon (other than the areas to be maintained by the Association) in a manner satisfactory to the Board of Directors, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon, provided, however, that the Association will provide the Owner reasonable notice, not to exceed 30 days, prior to taking any corrective action. The maintenance requirement provided for hereunder shall apply and extend to the repair, rehabilitation, restoration or replacement of any improvements following total or partial destruction by fire or other hazards. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable. The foregoing provisions shall not relate to landscaping, including the trees, shrubs, plantings and grass, within the boundaries of each Lot. Instead, the Association shall provide all such landscaping and maintain all trees, shrubs and grass; provided, however, in the event that the need for such maintenance or work is caused through the willful or negligent acts of the Owner of the Lot needing such maintenance or work, or through the willful or negligent acts of the Owner's family, guests or invitees, the cost of such maintenance or work shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any

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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 to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. Any repairs or maintenance which will result in a material alteration of the exterior appearance of a residence (including, but not limited to, a change in the color of the exterior paint or stain) shall require prior approval of the Board or its architectural committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board, or an Architectural Control Committee, in its sole discretion, may generally prohibit the construction or erection of any walls or fences on the Properties, or portions thereof, without regard to the design or location of the same. Notwithstanding any provision in this Declaration to the contrary regarding the appointment of representatives to the architectural control committee, the Declarant shall initially appoint the three (3) or more representatives to compose the architectural control committee and shall have the right to appoint all successor members until three (3) years from the date of recording this Declaration or until all Lots have been conveyed by the Declarant, whichever first occurs. The architectural control committee appointed by the Declarant shall be deemed to have all right, authority and discretion which may be delegated by the Board of Directors of the Association to an architectural control committee under the terms of this Declaration and such right, authority and discretion shall be deemed to have been delegated by the Board of Directors.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use; provided, however, the foregoing shall relate only to the structural integrity of said wall and to such repair and maintenance as is reasonably necessary to maintain such wall in a condition as will cause the same to serve the purpose for which it was intended.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

ARTICLE IX

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any lot at any time either temporarily or permanently; provided, however, that the Developer may use temporary office and storage facilities during the construction of any improvements on the Properties.

ARTICLE XI

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the property for sale or lease.

ARTICLE XII

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XIII

RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of the Properties unless such installation and the size and design of the antenna have been approved by the Board of

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Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XIV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XV

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at a location approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XVI

PARKING RESTRICTIONS

No Owner of a Lot shall park, store, or keep any vehicle except wholly within the parking space designated therefor, and no owner shall park, store, or keep any camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle on the designated parking spaces. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

ARTICLE XVII

RESTRICTIVE COVENANTS OF KILLEARN ESTATES

These Covenants, Conditions and Restrictions shall be in addition to those restrictive covenants recorded in Official Records Book 745, Page 491 of the Public Records of Leon County, Florida.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; and (b) Additional land within the lands described in Exhibit "A" attached hereto and by reference incorporated herein, may be annexed by the Declarant without the consent of members within seven (7) years of the date of this instrument. Any such annexation shall subject

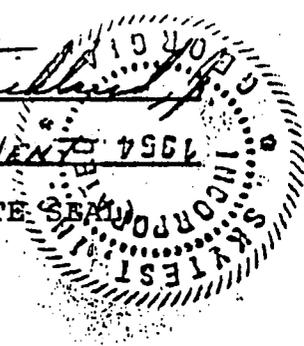
said land to these covenants, conditions and restrictions and each Lot (and the Owners thereof) in such annexed area shall have the same rights, benefits, obligations and duties as the lands herein subjected to these covenants, conditions and restrictions. No such annexation shall be effective unless all owners of any interests in and to the property being annexed have joined in the execution of the Amendment to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal day and year first above written.

WITNESSES:

SKYTEST, INC.

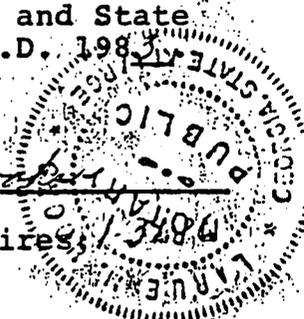
Debbie E. Hutchinson
Lalae M. Hooper

By: W. Dallas Strickland, Jr.
Its: VICE-PRESIDENT
(CORPORATE SEAL)


STATE OF Georgia,
COUNTY OF Cherokee.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments personally appeared W. Dallas Strickland, Jr. to me known to be the person described as Vice President of SKYTEST, INC., a Georgia corporation, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is the act and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of that corporation.

WITNESS my hand and official seal in the County and State named above this 13th day of July, A.D. 1984

Lalae M. Hooper
NOTARY PUBLIC
My Commission Expires: 1-31-86
1-31-86


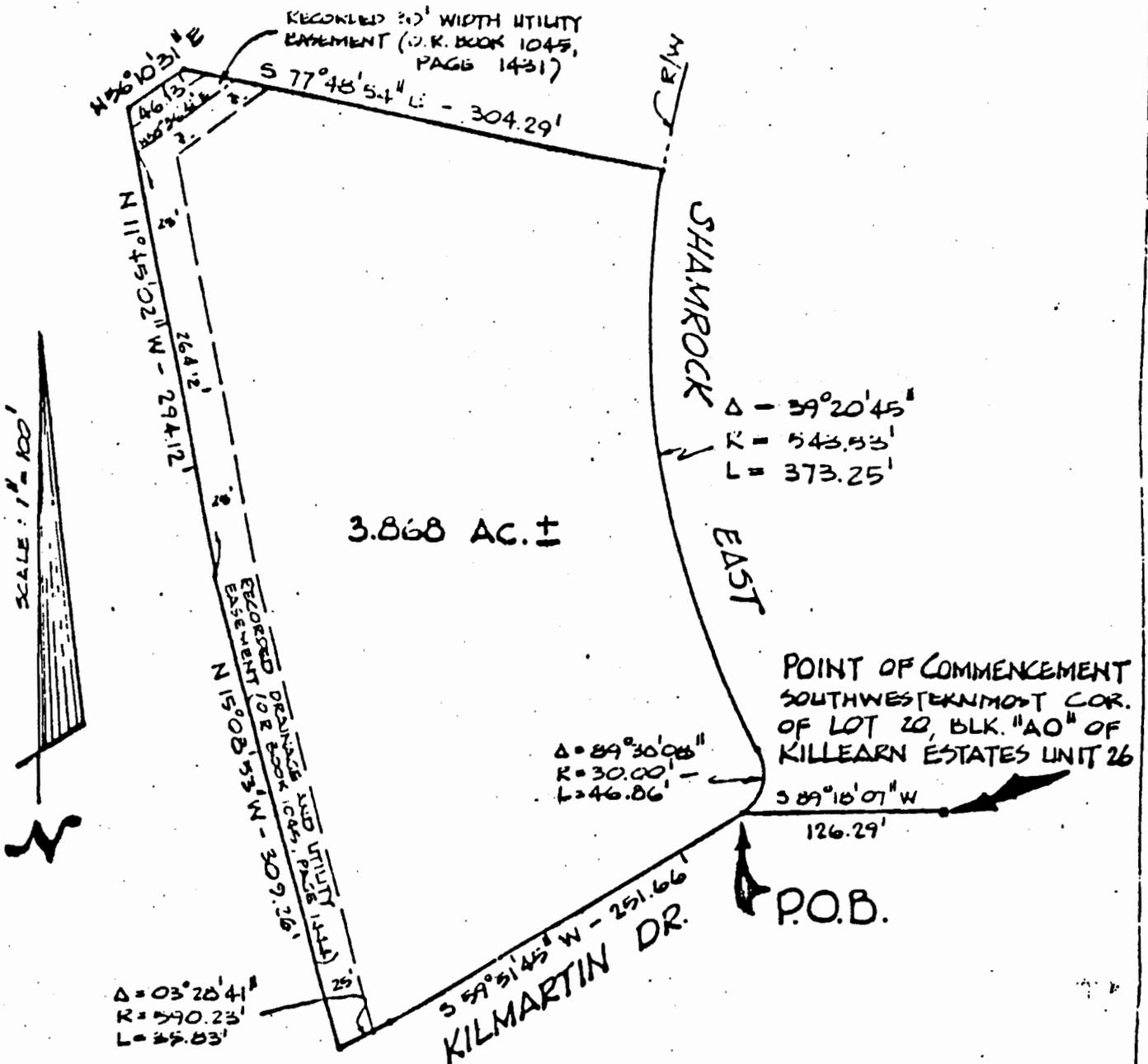
KILLEARN ESTATES

MULTI-FAMILY TRACT

TR 107312410

EAST OF DRAINAGE DITCH - NOT INCLUDING KILLEARN ESTATES UNIT NO. 34

Commence at a concrete monument marking the southwesternmost corner of Lot No. 20, Blk. "A0" of 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 COMMENCEMENT proceed thence South 89 degrees 18 minutes 07 seconds West a distance of 126.29 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed thence South 59 degrees 51 minutes 45 seconds West a distance of 251.66 feet to a point on a curve; thence along a curve to the right having a radius of 590.23 feet, through a central angle of 03 degrees 28 minutes 41 seconds, for an arc length of 35.83 feet; thence North 15 degrees 08 minutes 53 seconds West, 309.26 feet; thence North 11 degrees 45 minutes 02 seconds West, 294.12 feet; thence North 56 degrees 10 minutes 31 seconds East, 46.13 feet; thence South 77 degrees 48 minutes 54 seconds East, 304.29 feet to a point on the westerly right-of-way line of Shamrock East (50 foot width roadway); thence along a curve concave to the East having a radius of 543.53 feet, through a central angle of 39 degrees 20 minutes 45 seconds, for an arc length of 373.25 feet; thence along a curve to the right having a radius of 30.00 feet, through a central angle of 89 degrees 30 minutes 08 seconds for an arc distance of 46.86 feet to the POINT OF BEGINNING. Containing 3.868 Acres, more or less.



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 monuments have been set in compliance with Part 1 of Benjamin E. Brown Chapter 177 of the Florida Statutes and with Florida Rule 21-H-6 of the Florida Administrative Code.

BENJAMIN E. BROWN
 Florida Registered Engineer No. 30813
 Florida Registered Land Surveyor No. 3893

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL



This Instrument prepared by:
Jennifer A. Winegardner, Esq.
Broad and Cassel
215 S. Monroe, Suite 400
Tallahassee, FL 32308

KILLEARN ESTATES SUBDIVISION
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON:

OCTOBER 28th, 1999.

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 36 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 any inconsistency between the provisions contained herein..." Said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

WHEREAS, there has been confusion regarding the due date for annual assessments or charges 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, Declarant hereby amends the Covenants and Restrictions pertaining to those Units of the Killlearn Estates Subdivision fully described below as follows:



1. Any Article or Section of the Covenants and Restriction which declares, implies or references June 1 as the due date for any yearly assessment or delinquency shall be and hereby is deleted.
2. This document does not alter or change any Article or Section of the Covenants and Restrictions declaring April 1 as the date when annual assessments (except for year 1) become due and payable;
3. This document does not alter or change the amount of annual membership dues but only cures an inconsistency and ambiguity in the Covenants and Restrictions;
4. As used in this Amendment, 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	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



BK: R2312 PG: 01717

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

6. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, please 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: 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 28 day of OCTOBER, 1999, 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:





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 Killearn 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 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 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:



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



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.



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 J. Osborne
By: Roger J. Osborne
Its: PRESIDENT

(Corporate Seal)

Attest:

Arthur G. Wines, Jr.
By: Arthur G. Wines, Jr.
Its: SECRETARY

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by Arthur G. Wines, Jr., as Secretary of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. (He) She 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 Killearn 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 Killearn Properties, Inc.'s right to amend the covenants and restriction applicable to Killearn 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”;



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



16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
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	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: [Signature]
Its: President

(Corporate Seal)

Attest:

By: [Signature]
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.

[Signature]
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 9th, 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 Killearn 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 9th day of July, 2001 by ROGER 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 Riggs
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 Killearn 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 Killlearn 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 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.

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

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 1 day of AUGUST, 2001 by ROGER 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 31st, 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: Brad Titman By: Bob Ippolito
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 Killlearn 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.

Susan T. Barlow

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
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20	855	505
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22	982	36
	984	453
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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.

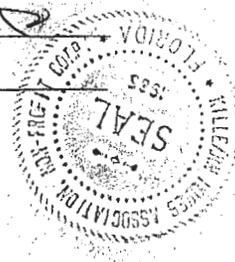
IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

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
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5	347	351
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35	993	427
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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.

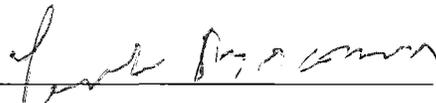
IN WITNESS WHEREOF, KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written.

KILLEARN HOMES ASSOCIATION, INC.

By: 
Steve Givens
Its: President

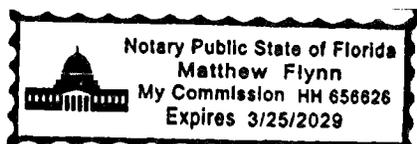
(Corporate Seal)

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: