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GOLDEN EAGLE
UNIT NO. 8
RESIDENTIAL

DECLARATION OF COVENANTS AND RESTRICTIONS

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY
SEP 21 2 33 PM '95
1393149
DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

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 13th day of September, 1995, by Capital First, 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 real property commonly known as Killearn Lakes 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 preservations 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, easements, 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 assessment and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC., 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, restrictions, easements, 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, and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additional Units of Killearn Lakes 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 of the Association to the end that all rights resulting to Members of the Killearn Lakes Homeowners Association, Inc. shall be uniform as between all Units of Killearn Lakes.

ARTICLE II
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 Lakes Homeowners Association, Inc.

(b) "Board" shall mean and refer to the Board of Directors of the Killearn Lakes Homeowners 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 Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

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

(i) "Multi-Family Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual site.

(j) "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 Properties 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 lieu of foreclosure. "Owner" shall be construed to include both a lot owner and a residential living unit owner.

(k) "Site" shall mean a portion of contiguous portions of said property, which accommodates a single use or related uses under single control. In areas zoned for single-family use, "site" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined. After Improvement to the site providing for residential use, "site" shall mean each residential Living Unit and its adjoining property.

(l) "The Properties" 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.

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 the then-Owners of two-thirds (2/3) of the Lots has 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. In the event of litigation hereunder to require the Developer to perform any obligation imposed upon him under this Declaration, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of two-thirds (2/3) of the Lot Owners of all the Properties annexed by these or similar covenants by Declarant under paragraph 4, below.

This Declaration may be amended at any time with the consent and approval of not less than two-thirds (2/3) of all such Lot Owners. Any such amendments shall be recorded in the public records of Leon County, Florida. Notice of any proposed amendment shall be given in writing to each Lot Owner, by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment.

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments. No amendment shall be effective which alters the requirements herein imposed by Section 10-1556(a)(1)-(a)(13) of the Leon County Code without the written consent and joinder of the county, which consent and joinder may be given by the county attorney provided the minimum requirements of said Section are complied with.

ARTICLE IV
DEVELOPER'S RESERVATION TO AMEND

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 any inconsistency between the provisions contained herein; (b) to include in any contract of 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 grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

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

Section 1. The Committee. The Architectural Control Committee is composed of two (2) 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. The Committee shall have the powers and duties enumerated herein. It may approve, disapprove or approve with modifications, the plans submitted in writing to the Committee.

Section 2. Submission of plans. At least ten (10) days before commencing the construction or alteration of any or all buildings, fences, or any other structures or permanent improvements on or to any Lot, the Owner shall submit a complete set of architectural and landscape plans to the Committee for its written approval, disapproval, or approval with modifications, as hereinafter provided.

Section 3. Approval; Content of Plans. No improvement shall be erected, placed, altered, maintained or permitted on any Lot until plans shall have been submitted to and approved in writing by the Committee. Such plans shall include the following:

(a) Site Plan. A site plan complete with dimensional locations of all proposed improvements with all building setback lines shown, limits of clearing, discharge area or point for stormwater and anomalies.

(b) Pre\post construction erosion sediment control plan.

(c) Pre\post drainage plan. A drainage plan to show the flow of water off of the property.

(d) Soil Test. A standard 4-hole test.

(e) Landscape Plan. A landscape plan showing types, sizes and locations of all shrubs, ground covers and turfs to be planted, as well as all trees to be planted and all "protected" trees, as defined herein, which are proposed to be removed. A "protected"

tree is defined as any tree of any kind measuring twelve (12) inches or more in diameter at a height measured three (3) feet above the natural ground elevation. No "protected" tree shall be cut or removed from any Lot without the express written approval of the Committee unless located within ten (10) feet of the approved site for any building;

(f) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan; and

(g) Description of exterior finish. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving and fences. Samples and/or manufacturer's identification data shall be supplied if requested by the Committee.

ARTICLE VII
LIMITATION OF LIABILITY

Section 1. Plan Approval. Neither the Developer nor its successors or assigns nor the Committee nor any member thereof shall be liable in damages to any Owner, their successors and assigns by reason of any mistake in judgement, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or non-enforcement, modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, and their successors and assigns, waives and releases the right to bring any action, proceeding or suit against the Developer, the Committee and all members thereof to recover damages.

Section 2. Construction. Where plans are approved by the Committee (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgement or consent by the Committee to the improvements being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty, representation or approval by the Committee, Developers, its successors or assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.

ARTICLE VIII
LAND USE AND BUILDING TYPE

No site shall be used except for 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 other than one detached single-family dwelling, unless subdivided in accordance with Article XI herein. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures must be completed in accordance with said plans and specifications approved by the Committee upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX
PRESERVATION OF THE NATURAL
ENVIRONMENT, LAKES AND GREEN AREAS

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Green Areas on plats recorded in the Public Records of Leon County, Florida by Capital First, Inc. It shall be the further intent and purpose of these Covenants and Restrictions to protect streams, lakes and water supplies, to maintain and enhance

the conservation of natural and scenic resources, to promote the conservation of soils, fish, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, implement generally the Killeary Lakes Master Plan for development.

Section 2. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Developer, his successors and assigns, to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys, and other wildlife, to make access trails or paths through said Green Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect buildings and other facilities for all types of recreation, to erect small signs throughout the Green Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Green Areas.

Section 3. The general topography of the landscape, lake frontage or streams, as well as distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees and any and all other usual features in the Green Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 4. The Association and the Developer, its successors and assigns, shall have the right to protect from erosion the land described as Green Areas by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or their means deemed expedient or necessary by said Developer or Association. The right is likewise reserved to the Association and the Developer to take necessary steps to provide adequate drainage ways, canals and access roads in Green Areas. The Association and the Developer, its successors and assigns, shall also have the right to cut fire breaks, cut and remove trees, and in general do all the things necessary to carry on tree farming operation in such Green Areas, including harvesting of trees.

Section 5. The Developer reserves unto itself, its successors and assigns the right to go on, over and under the ground comprising the Common Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone and equipment, gas, sewer, water, cable television or other public conveniences or utilities in said Common Properties. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks, treatment plants and/or other facilities within such Common Properties. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

Section 6. No dumping, burning or disposal in any manner of trash, litter, garbage, sewage, woodlands or any unsightly or offensive material shall be permitted in or upon such Green Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Green Area. Fires of any and all kinds shall be prohibited in Green Areas except in designated and controlled areas as specified by the Association.

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Section 7. No large trees of any kind measuring 6" in diameter, if within 50 feet of the golf course boundary or 12" or more in diameter for other portions of a Lot, at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without express written approval of the Architectural Control Committee, unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 8. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of the Green Areas, in a manner not inconsistent with the provisions of this Declaration.

Section 9. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any Member or owner any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association.

ARTICLE X STRUCTURES

No structure of a temporary character, basement, tent, shack, tool or storage sheds, barns 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.

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.

ARTICLE XI SINGLE-FAMILY SITE AREA AND WIDTH

No dwelling shall be erected or placed on any single-family site having a width of less than 100 feet at the place the dwelling is proposed to be erected or placed on any site having an area of less than 15,000 square feet.

No site bordering on a lake, or the golf course, shall be subdivided. No other site shall be subdivided into more than two sites, or its boundary lines changed, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more sites shown on the plat of any said subdivision in order to create a modified building site or sites; and to take such other steps as are reasonably necessary to make such replatted site suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and right-of-ways to conform to the new boundaries of said replatted sites. The Covenants and Restrictions specified herein shall apply to each such modified building site or sites, so created, and each such site shall be governed by the provisions of the instant Declaration of Covenants and Restrictions.

ARTICLE XII 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 the area specified in Schedule "A", included herein.

In the event a structure contains more than one story, the ground floor must contain not less than 1,200 square feet and must be completely finished as living area, and the total square footage must equal or exceed that of the required one-story dwelling.

ARTICLE XIII
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. In any event, no building shall be located on any site nearer than 20 feet to any side street line, or as otherwise specified by the Architectural Control Committee.

(b) No single-family dwelling shall be located nearer than 15 feet to an interior property line and must be at least 30 feet from an existing adjacent house. no single-family dwelling shall be located on any site nearer than 75 feet to the rear line for lake front and golf course lots nor nearer than 50 feet to the rear line for other lots; nor nearer than 40 feet to the front line for all lots.

(c) No driveway shall be located nearer than 5 feet to any interior property line except a back-up 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 setback line. No fence shall be located nearer than 2 inches to an interior property line.

(e) No fence of any kind shall be permitted on the rear 50 feet of any lot which has a lot line adjacent to a lake or golf course boundary, except that a fence may be constructed within 1 foot of and parallel to each side lot line and extending to the lake or golf course line.

(f) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

(g) In the event governmental rules and regulations are more restrictive than these covenants, said rules and regulations shall prevail.

ARTICLE XIV
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.

ARTICLE XV
EXTERIOR STRUCTURE MATERIALS

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

ARTICLE XVI
GARAGES AND CARPORTS

Each single family 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 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 either a side lot line or the rear lot line. In no instance shall the entrance be

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permitted to face the front lot line of the property unless the garage is approved in writing by the Committee.

ARTICLE XVII
OFF-STREET PARKING

Each site Owner shall provide adequate space and facilities for parking at least three (3) automobiles off the street and within the boundaries of the site. "Adequate space" shall be defined as having minimum dimensions of eight (8) feet in width and twenty (20) feet in depth.

ARTICLE XVIII
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete, "hot mix" asphalt, or other substances, such as crushed rock, if approved by the Committee, and have a minimum width of eight (8) feet. Where curbs are required to be broke 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. Except in areas zoned for multi-family use, all walkways and sidewalks shall be constructed of concrete, stone, or brick, and have a minimum width of 30 inches, unless an alternate is approved by the Architectural Control Committee. All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for the Killearn Lakes development.

ARTICLE XIX
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 an manner other than as prescribed herein shall not be permitted except upon written approval of the Architectural Control Committee.

ARTICLE XX
WATER SUPPLY

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

ARTICLE XXI
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 XXII
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 which shall be screened on sides which are visible from the street and installed in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XXIII
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 side of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE XXIV
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 XXV
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 by the Architectural Control Committee.

ARTICLE XXVI
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 "Sign 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 residential areas. 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 the purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE XXVII
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 of 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 distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXVIII
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 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 of the site, except for those improvements for which a public authority or utility company is responsible.

The Developer reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over the following areas:

- (1) ten (10) feet along one (1) side of each single-family site;
- (2) the area 30 feet upland from the mean high water mark of all lakes; and
- (3) such other areas as shown on the applicable plat, including green areas;

provided, further, that the Developer and/or Leon County, Florida may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or drainage and utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

ARTICLE XXIX
LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except 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 XXX
LAKES, BOATS, DOCKS AND FENCES

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, the U.S. Coast Guard, or other similar organizations. This section may be amended by vote of the Architectural Control Committee.

Section 2. Landscaping. The dumping, filling, excavation, planting of spreading-type vines or other foliage, fencing or the cutting of trees having a diameter of six (6) inches or more which would change the configuration of the shoreline or disturb the appearance and natural beauty of the shore within fifty (50) feet of the water's edge is prohibited, without advance written approval of the Architectural Control Committee.

Section 3. Dock Height. Docks shall not be constructed unless approved in writing by the Architectural Control Committee. The

dock's flooring shall not be more than one (1) foot higher than the crest of the bank along the shoreline. Guard rails shall not be higher than 3 feet 5 inches.

Section 4. Dock Size and Shape. Docks shall be constructed of wood and a rectangular shape not to exceed fifteen (15) feet by ten (10) feet and located not more than fifteen (15) feet from the bank, which will be supported by either concrete or wood pilings, unless approved by the Committee. The ramp to the dock shall not be wider than six (6) feet, unless approved by the Committee.

Section 5. Dock Appearance. All wooden surfaces shall be painted and maintained so as to blend architecturally with the residence and the environment and present a neat, orderly and well-kept appearance in a manner to be acceptable to the Architectural Control Committee.

Section 6. Prohibitions. Diving platforms, floating docks, oil drums, other buoyant objects or materials, ladders, leaves, fishing methods, employing the use of other than a hand-held device, and boat houses are specifically prohibited.

Section 7. Swimming. No swimming shall be permitted in any lake. Any owner of a site or sites abutting upon any lake who swims or permits others to swim in such site or sites shall do so at their own risk. Neither Capital First, Inc. nor the Killlearn Lakes Homeowners Association, Inc. assumes any responsibility for the purity of the water in the lakes or any damage resulting from their use.

Section 8. 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 and an area 20 feet inland from the mean high water mark of all lakes for the purpose of performing its responsibilities to the Members and contributing owners.

Section 9. Permission to Improve. Permission is given to Capital First, Inc., its successors and assigns, to enter upon all lakes and install or otherwise construct any docks, ramp, pumping or drainage facility, and well and to improve all lakes. Permission to undertake such construction is granted by each purchaser of property bordering any lake.

Section 10. Best Management Practices for Lake Iamonia. The Developer, Association and Owners of any Lot shall comply with the Land Development Code of Leon County § 10-191(d) in their use and preservation of Lake Iamonia. The requirements of said section as set forth below are hereby incorporated into these covenants:

(1) Buffering, which may include vegetated berms along the lower contours of lots, so as to provide or improve wildlife habitat and to improve water quality. Berms or buffers shall be vegetated with natural indigenous vegetation suitable for soil and hydrology of the site.

(2) Restricted use of pesticides, herbicides, and fertilizers to those materials which have rapid decomposition characteristics, are labeled for aquatic use, and are used at the lowest possible label rates. Fertilizer constituents should have at least 50 percent slow release characteristics, be applied at the lowest labeled rate per application, be a non-phosphorous or low phosphorous analysis, and be formulated for good slope retention characteristics.

(3) Preservation or revegetation of natural wetlands, floodways and watercourses.

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(4) Use of native, low-fertilization, and low-maintenance vegetation.

(5) Regular maintenance and upgrading, as necessary, of septic tanks and approved discharges from washing machines and garbage disposals.

(6) Soil conservation service approved conservation practices, including erosion and sediment control and water quality practices for all agricultural operations.

Section 11. Fences. Before construction or erection of any and all fences, the materials and appearance must be approved in writing by the Committee.

ARTICLE XXXI
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.

ARTICLES XXXII
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 XXXIII
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 a 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 owner 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 Developers. 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 on all issues other than the election of directors of the association and the amendment of the covenants, 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.

Notwithstanding any other provision in this Article, every owner of a Lot shall at all times be entitled to cast one vote per Lot on the amendment of restrictive covenants and the election of all directors of the association. The first election of said directors shall be held before more than 50 percent of the Lots have been sold or conveyed by the Developer.

ARTICLE XXXIV
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 of every site.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than the 1st day of January 1996 or when more than 70% of the lots have been sold or conveyed by the Developer, whichever occurs first.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have 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,

(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) day 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 the Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a Unit of Killlearn Lakes 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 XXXV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developers, 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 in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The 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. In the event of litigation to require the association to perform its obligations under this section, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1996, the annual assessment shall be Sixty Dollars (\$60.00) per site. From and after January 1, 1996, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) years. Any Member paying the annual dues on or prior to June 1 of the year in which same becomes due shall be entitled to pay only the sum of Forty-Eight Dollars (\$48.00). From and after June 1 of each year, the annual dues shall be Sixty Dollars (\$60.00).

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 Assessment Applicable to Lakefront Property. Every person or entity who is a record owner of a fee or undivided fee interest in any site which is adjacent and contiguous to any lake shall pay, in addition to the annual assessment provided in Section 3, an annual sum of Twelve Dollars (\$12.00) which shall be used exclusively for the maintenance of any and all lakes, including the cost of maintaining a pumping facility and well, an adequate level of water, the cost of beautification of the lakes and their surrounding borders.

The Board of Directors of the Association may decrease the assessment provided for in this section. The annual assessment may

be increased upon the assent of two-thirds (2\3) of the Members and contributing Owners of property bordering any lake, as specified in Section 7 hereof.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may level 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 the 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 6. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 and 4 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 purpose of the meeting, provided further that the maximum assessments permitted under Section 3 and 4 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article 1, Section 2 hereof.

Section 7. Quorum for any Action Authorized Under Sections 4, 5 and 6. the quorum required for any action authorized by Sections 4, 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 4, 5 and 6 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, 5 and 6, 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 8. 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.

The first annual assessments shall be made for the balance of the calendar year and shall become due 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 said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 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 the assessment at a time other than the beginning of any

assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. 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 thirty (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 thereupon shall be sent to every Owner subject thereof.

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 10. 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 8 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 the 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 eight percent (8%) per annum, and the Association may bring an action at law against the Owner 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 11. 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 places upon the properties subject to assessment. This subordination shall not relieve such property from liability for nay 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 12. 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 use; (b) all Common Properties as defined in Article 2 hereof; and (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 assessment, charges or liens.

ARTICLE XXVI
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon every unimproved site and shall have the right to provide maintenance upon every improved site which is subject to assessment under Article XXXV hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, 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 XXXV 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 XXXV hereof.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

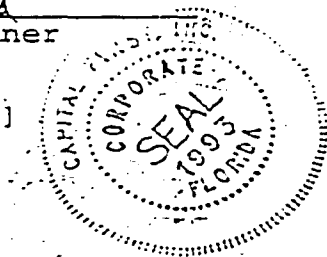
WITNESSES:

Anne F. Dechman
Anne F. Dechman
Cheryl R. Wood
Cheryl R. Wood

CAPITAL FIRST, INC.,
a Florida Corporation

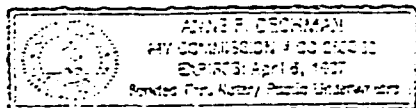
By Mark A. Conner
Mark A. Conner
President

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 13th day of September, 1995, by Mark A. Conner as President of Capital First, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



(Seal)

Anne F. Dechman
Notary Public

Anne F. Dechman
Printed Name

My Commission Expires: 4/6/97

OR 1844 PG 1075

SCHEDULE "A"
DWELLING QUANTITY AND SIZE

Pursuant to the provisions of Article XII, the ground floor area of a single story structure shall not be less than the following:

Lots fronting or adjacent to:

- | | |
|--|-------------------|
| (a) Any lake or the golf course | 2,400 square feet |
| (b) Any lot adjoining or across the street from lots described in (a), above | 2,000 square feet |
| (c) All other lots | 1,600 square feet |

James "Thurman" Roddenberry

Professional Land Surveyor

Post Office Box 418

Sopchoppy, Florida 32358-0418

(904) 962-2538

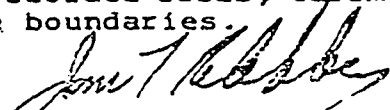
September 26, 1994

Legal Description of a 30.00 Acre Tract
For: Moore, Bass, and Bibler, Inc., Captial First Properties, Inc.

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Commence at a concrete monument (marked #1254) marking the Northernmost corner of Lot 1, Block "AI" of KILLEARN LAKES, Unit 2, a subdivision as per map or plat thereof, as recorded in Plat Book 6, Page 39 of the Public Records of Leon County, Florida; and thence run North 26 degrees 00 minutes 02 seconds West 103.84 feet, thence North 26 degrees 36 minutes 16 seconds East 70.41 feet to a re-rod (marked #4261) lying 20.00 feet Northeasterly of the Northerly right-of-way of DEERLAKE ROAD, said point marking the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 26 degrees 11 minutes 42 seconds East 463.88 feet to a re-rod, thence North 59 degrees 30 minutes 39 seconds East 190.29 feet to a re-rod, thence South 80 degrees 59 minutes 14 seconds East 220.95 feet, thence North 84 degrees 39 minutes 42 seconds East 402.82 feet, thence North 81 degrees 08 minutes 41 seconds East 179.62 feet, thence North 72 degrees 24 minutes 28 seconds East 119.10 feet, thence North 42 degrees 22 minutes 26 seconds East 75.40 feet, thence South 32 degrees 27 minutes 05 seconds East 647.80 feet to a re-rod, thence South 43 degrees 55 minutes 04 seconds West 118.43 feet to a re-rod, thence South 16 degrees 43 minutes 18 seconds West 246.36 feet to a re-rod, thence South 52 degrees 50 minutes 33 seconds West 726.03 feet to a re-rod, thence South 43 degrees 54 minutes 43 seconds West 105.88 feet to a re-rod 20.00 feet Northeast of the Northerly right-of-way of DEERLAKE ROAD, said point lying on a curve concave to the Southwesterly, thence run Northwesterly along said curve to the left with a radius of 1681.90 feet through a central angle of 39 degrees 56 minutes 40 seconds for an arc distance of 1172.55 feet (chord being North 49 degrees 24 minutes 06 seconds West 1148.95 feet) to the POINT OF BEGINNING containing 30.00 acres, more or less and being located in Section 9, Township 2 North, Range 1 East, Leon County, Florida.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.



JAMES T. RODDENBERRY
Registered Land Surveyor
Florida Certificate No.: 4261

Exhibit "A"

94-483