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KILLEARN ESTATES, UNIT ONE

DECLARATION OF COVENANTS AND RESTRICTIONS

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 28<sup>th</sup> day of July, A. D. 1965, by KILLEARN ESTATES, INC., a Florida corporation, hereinafter referred to as Developer.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, street lights, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) 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 assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, KILLEARN HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II 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.

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ARTICLE I  
DEFINITIONS

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

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

(b) "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 II, hereof.

(c) "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.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Multifamily 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 lot.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

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ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

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 as follows:

Commence at the Southwest corner of Section 4, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 88 degrees 59 minutes East 881.64 feet, thence North 00 degrees 44 minutes 30 seconds East 1005.0 feet to the Point of Beginning. From said Point of Beginning run thence North 86 degrees 44 minutes 30 seconds West 575.0 feet, thence North 68 degrees 44 minutes 30 seconds West 590.0 feet, thence North 26 degrees 45 minutes 30 seconds East 200.0 feet, thence South 62 degrees 01 minute 50 seconds East 206.84 feet, thence North 34 degrees 59 minutes East 432.02 feet to a Point of curve to the right, thence northeasterly along said curve with a radius of 341.25 feet, through a central angle of 1 degree 40 minutes 45 seconds for an arc distance of 10.0 feet, thence North 53 degrees 20 minutes 15 seconds West, 180.0 feet, thence North 52 degrees 01 minute East, 403.93 feet, thence South 62 degrees 15 minutes 30 seconds East 168.15 feet, thence South 84 degrees 49 minutes 30 seconds East 288.25 feet, thence North 00 degrees 44 minutes 30 seconds East 60.16 feet, thence South 84 degrees 55 minutes 20 seconds East 443.37 feet, thence North 89 degrees 51 minutes 40 seconds East 708.10 feet, thence South 21 degrees 04 minutes 10 seconds East, 140.14 feet, thence South 45 degrees 38 minutes 40 seconds East 125.65 feet, thence South 11 degrees 18 minutes 40 seconds East, 101.98 feet, thence South 72 degrees 48 minutes West 185.0 feet, thence South 17 degrees 12 minutes East 122.96 feet to a point on a curve concave to the Southeasterly, thence Northeasterly along said curve with a radius of 908.48 feet, through a central angle of 11 degrees 15 minutes 18 seconds (the chord of said arc being North 80 degrees 20 minutes East 178.16 feet) for an arc distance of 178.46 feet, thence South 4 degrees 03 minutes 10 seconds East 80.0 feet, thence South 00 degrees 26 minutes

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55 seconds West 261.54 feet, thence South 87 degrees 26 minutes 55 seconds West 70.0 feet, thence South 76 degrees 56 minutes 10 seconds West 619.27 feet, thence South 86 degrees 15 minutes 30 seconds West 480.0 feet, thence North 86 degrees 44 minutes 30 seconds West 210.0 feet to the Point of Beginning.

Section 2. Additional Units of Killearn Estates, Inc. may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of members to the Association to the end that all rights resulting to members of the Home Owners Association shall be uniform as between all units of Killearn Estates, Inc.

ARTICLE III  
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 Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, subject to the approval of the Board of Directors 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.

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developers. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership 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.

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ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

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 January 1, 1985.

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 Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have 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 to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and,

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

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

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(e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose of condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and,

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

Section 4. Parking Rights. The Association shall maintain upon the Common Properties adequate parking spaces. Subject to reasonable rules and conditions, the Association shall designate parking spaces conveniently located with respect to Living Units for the exclusive use of the Members residing therein, their families and guests.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

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

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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 addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1972, the annual assessment shall be Thirty (\$30.00) Dollars per lot. From and after January 1, 1972, 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 become due, shall be entitled to pay only the sum of Twenty-four (\$24.00) Dollars. From and after June 1 of each year, the annual dues shall be Thirty (\$30.00) Dollars.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds 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 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the

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maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of the two-thirds 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 limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

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

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of 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 twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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

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Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment period of 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 thereto.

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

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

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) per cent 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 preparing the filing the complaint in such action, and the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have

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become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

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

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of one (1) or more representatives appointed by the Board, and two (2) or more representatives appointed by the Developers. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the Developer of said land or contiguous lands. Such building plans and specifications shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

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ARTICLE VII  
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide exterior maintenance upon each Lot which is subject to assessment under Article V hereof as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VIII  
LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX  
DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than:

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1600 square feet for a one-story dwelling, nor less than 1200 square feet for the ground level of a dwelling of more than one story. In the event a structure contains more than one story, the ground floor area must be completely finished as living area and at least 600 square feet of the second floor area must be completely finished as living area.

ARTICLE X  
BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line and no driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line.

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

ARTICLE XI  
LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

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ARTICLE XII  
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XIII  
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 XIV  
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE XV  
SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XVI  
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 lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained for any commercial purpose.

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ARTICLE XVII  
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 that they are not kept, bred or maintained for any commercial purpose.

ARTICLE XVIII  
GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers installed underground in such a manner to be acceptable by the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIX  
WATER SUPPLY

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

ARTICLE XX  
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of The State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department, or departments.

ARTICLE XXI  
PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under "Sight Distance At Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for purpose of installation and maintenance of screening, utilities and drainage facilities.

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ARTICLE XXII  
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 lot 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 the case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXIII  
LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ARTICLE XXIV  
ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of Bill G. Cartee, Tallahassee, Florida; J. T. Williams, Jr., Tallahassee, Florida; and a third party to be appointed by Killearn Homes Association. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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ARTICLE XXV  
UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, 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.

Television antenna installations shall be approved in writing by the Architectural Control Committee before the antennas are installed.

ARTICLE XXVI  
DRIVEWAY CONSTRUCTION

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

ARTICLE XXVII  
GARAGE AND CARPORT ENTRANCES

All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the property. Carports 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.

ARTICLE XXVIII  
EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be at least (2/3) two-thirds brick or stone masonry, unless specifically waived in writing by the Architectural Control Committee. Concrete blocks are not to be considered brick or stone masonry, unless specifically waived by the Architectural Control Committee.

ARTICLE XXIX  
BRIDLE TRAIL USE

Bridle trail areas shown on the recorded plat of Killearn Estates Unit One are to be used only for purposes as designated by Killearn Homes Association and for utility construction and maintenance. In no instance shall the bridle trails be used as an access to carports, garages and driveways.

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ARTICLE XXX  
WINDOW AIR-CONDITIONING UNITS

Unless the prior approval of the Architectural Control Committee has been obtained, no window air-conditioning units shall be installed in any side of a building which faces a street.

ARTICLE XXXI  
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 XXXII  
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE XXXIII  
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 shown on the plat of Killearn Estates, Unit One.

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ARTICLE XXXIV  
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 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.

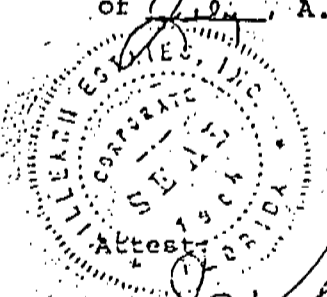
Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any 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.

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

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary this 28 day of July, A. D., 1965.

KILLEARN ESTATE, INC.

By: [Signature]  
Its President



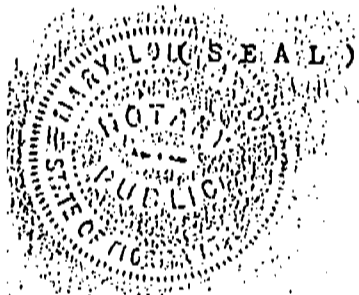
[Signature]  
Secretary

REF: 187 PAGE 272

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared BILL G. CARTEE and J. T. WILLIAMS, JR., to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named KILLEARN ESTATES, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal, this 29th day of July, A. D. 1965.



*Mary Lou Watson*  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 28, 1967

158827  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
IN THE BOOK & PAGE NO.  
1965 JUL - 2 PM 4: 59  
AT THE TIME & DATE NOTED  
PAUL F. HARTSFIELD  
CLERK OF THE CIRCUIT COURT

REF: 193 PAGE 485

AMENDMENT TO

KILLEARN ESTATES, UNIT ONE

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,  
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Amendment applies to and amends the Declaration of Covenants and Restrictions heretofore made and entered into on the 28th day of July, A. D. 1965, by KILLEARN ESTATES, INC., a Florida corporation, referred to therein as Developer, which said Covenants and Restrictions are recorded in the Public Records of Leon County, Florida, at O. R. Book 187 at page 254. These Articles of Amendment are entered into by Killearn Estates, Inc., a Florida corporation, hereinafter referred to as Developer, and are executed by the undersigned owners of lots and tracts of land in Unit One of said Killearn Estates,

W I T N E S S E T H:

WHEREAS, Developer and the hereinafter identified owners are the sole owners of the real property described in Article II of the Declaration of Covenants and Restrictions recorded in the Public Records of Leon County, Florida, at O. R. Book 187 at page 254, and are desirous of amending the Declaration of Covenants and Restrictions as appear on the Public Records of Leon County, Florida; and

WHEREAS, Developer and hereinafter identified owners are desirous of redeclaring each and every of the recitals and articles contained in the Declaration of Covenants and Restrictions hereinabove identified and recorded as aforesaid in the Public Records of Leon County, Florida; except as herein specifically amended;

NOW, THEREFORE, the Developer and hereinafter identified owners jointly declare that the real property described in Article II of the Declaration of Covenants and Restrictions of Killearn Estates, Unit One, as recited and defined therein and as appearing in the Public Records of Leon County, Florida, in O. R. Book 187 at page 254, together with such additions thereto as may hereinafter be made pursuant to said Article II thereof, 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") as therein set forth. Each of the recitals, declarations, articles, covenants and restrictions as set forth in said Declaration of Covenants and Restrictions are specifically affirmed and re-established as fully and as completely as if recited in full

16690  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA  
IN THE BOOK & PAGE NO.  
SEP 20 1 07 PM '65  
AT THE TIME OF RECORDING  
PAUL F. STUBBS  
CLERK OF THE COUNTY

SEE 103 PAGE 136

herein, except insofar as the same is specifically amended by these presents.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Article III, Sections 1 and 2 are hereby amended by deleting the entirety of said sections 1 and 2, and inserting in lieu thereof the following:

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, 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.

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

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

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Article IV, Section 3 is hereby amended by deleting the entirety of Section 3, and inserting in lieu thereof the following:

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

SEE: 193 PAGE 487

following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have 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) days for any infraction of its published rules and regulations; and,

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

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose of condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and,

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

The remaining sections and paragraphs of Article IV are specifically reaffirmed and are not amended hereby in any particular.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

REF: 193 PAGE 488

Article V, Section 10 is hereby amended by deleting the entirety of Section 10, and inserting in lieu thereof the following:

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of any such first mortgage also executed and recorded.

The remaining sections and paragraphs of Article V are specifically reaffirmed and are not amended hereby in any particular.

ARTICLE VII  
EXTERIOR MAINTENANCE

Article VII, Section 1 is hereby amended by deleting the entirety of Section 1, and inserting in lieu thereof the following:

Section 1. Exterior Maintenance. In addition to maintenance upon the common properties, the Association shall have the right to provide exterior maintenance upon each vacant Lot, whether or not a home is constructed thereon, which is subject to assessment under Article V hereof as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

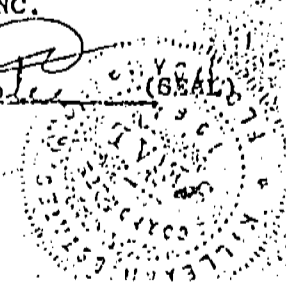
The remaining sections and paragraphs of Article VII are specifically reaffirmed and are not amended hereby in any particular.

IN WITNESS WHEREOF, the undersigned have respectfully caused these presents to be signed in the capacities indicated, this 14th day of September, A. D. 1965.

KILLEARN ESTATES, INC.

By: [Signature] (SEAL)  
Its President

Attest:  
[Signature]  
Its Secretary



REF: 103 PAGE 489

W. B. SHUFORD CO., INC.

By: [Signature] (SEAL)  
Its President

Attest:  
[Signature]  
Its Secretary

CLEVELAND-WAITES CONSTRUCTION, INC.

By: [Signature] (SEAL)  
Its President

Attest:  
[Signature]  
Its Secretary

CENTURY CONSTRUCTION CORPORATION

By: [Signature] (SEAL)  
Its President

Attest:  
[Signature]  
Its Secretary

As to Donald C. Caldwell  
and Mildred D. Caldwell,  
his wife

[Signature] (SEAL)  
DONALD C. CALDWELL

[Signature] (SEAL)  
MILDRED D. CALDWELL

FLORIDA HOME BUILDERS OF TALLAHASSEE,  
INC.

By: [Signature] (SEAL)  
Its President

Attest:  
[Signature]

FILE: 193 PAGE 490

Witnesses:

*Carl E. Ferrell* (SEAL)  
 CARL E. FERRELL

*Catherine S. Ferrell* (SEAL)  
 CATHERINE S. FERRELL

AS to CARL E. FERRELL and  
 CATHERINE S. FERRELL, his  
 wife

*Donald Hanson, Jr.* (SEAL)  
 DONALD HANSON, JR.

*Karol Kay B. Hanson* (SEAL)  
 KAROL KAY B. HANSON

AS to DONALD HANSON, JR. and  
 KAROL KAY B. HANSON, his wife

*T. J. Wells* (SEAL)  
 T. J. WELLS

*Beulah Lee Wells* (SEAL)  
 BEULAH LEE WELLS

AS to T. J. WELLS and BEULAH  
 LEE WELLS, his wife

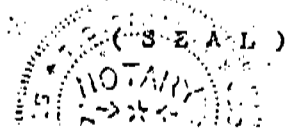
STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared Bill G. Cartee  
 and Mallory E. Harte, to me well known, and known to me to  
 be the individuals described in and who executed the foregoing  
 instrument as President and Secretary of the above named KILLEARN  
 ESTATES, INC., a Florida corporation, and severally acknowledged  
 to and before me that they executed such instrument as such Presi-  
 dent and Secretary respectively, of said corporation, and that the  
 seal affixed to the foregoing instrument is the corporate seal of  
 said corporation and that it was affixed to said instrument by due  
 and regular corporate authority, and that said instrument is the  
 free act and deed of said corporation.

Witness my hand and official seal, this 14th day of  
September, A. D. 1965.

*Notary Public*  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



REC: 193 PAGE 491

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared W. B. Shuford  
and Ruth Shuford, to me well known, and known to me to  
be the individuals described in and who executed the foregoing  
instrument as President and Secretary of the above named corporation,  
and severally acknowledged to and before me that they executed such  
instrument as such President and Secretary respectively, of  
W. B. SHUFORD CO., INC., a Florida corporation, and that the seal  
affixed to the foregoing instrument is the corporate seal of said  
corporation and that it was affixed to said instrument by due and  
regular corporate authority, and that said instrument is the free  
act and deed of said corporation.

Witness my hand and official seal, this 14th day of  
September, A. D. 1965.



STATE OF FLORIDA,  
COUNTY OF LEON:

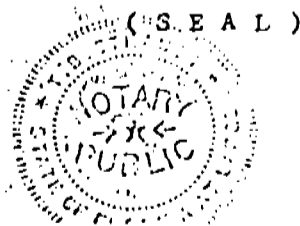
J.B. Shaw

NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large.  
My Commission Expires Oct. 8, 1967

Before me personally appeared Kyle M. Waites  
and Peggy S. Waites, to me well known, and known to me to  
be the individuals described in and who executed the foregoing  
instrument as President and Secretary of the above named CLEVELAND-  
WAITES CONSTRUCTION, INC., a Florida corporation, and severally  
acknowledged to and before me that they executed such instrument  
as such President and Secretary respectively, of said corporation,  
and that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that it was affixed to said instru-  
ment by due and regular corporate authority, and that said  
instrument is the free act and deed of said corporation.

Witness my hand and official seal, this 15th day of  
September, A. D. 1965.



J.B. Shaw  
NOTARY PUBLIC

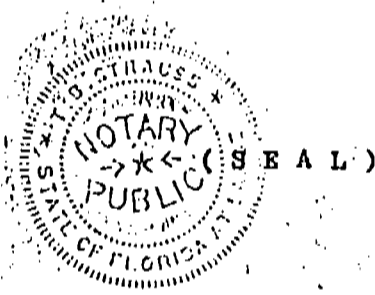
My Commission Expires:  
Notary Public, State of Florida at Large.  
My Commission Expires Oct. 8, 1967

REC-193 PAGE 492

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared FREDERICK S. TURNER and CHARLES ALAN TURNER, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named CENTURY CONSTRUCTION CORPORATION, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of the corporation.

Witness my hand and official seal, this 15th day of September, A. D. 1965.



[Signature]  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large.  
My Commission Expires Oct. 8, 1967

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared DONALD C. CALDWELL and MILDRED D. CALDWELL, his wife, to me known to be the persons executing the foregoing instrument, and they acknowledged before me that they signed the same for the purposes therein stated.

Witness my hand and official seal, this 15th day of September, A. D. 1965.



[Signature]  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large.  
My Commission Expires Oct. 8, 1967

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STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared Wilson R. Conely and Gordon L. Lovenskamp, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named FLORIDA HOME BUILDERS OF TALLAHASSEE, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal, this 16th day of September, A. D. 1965.



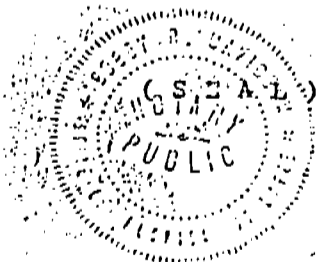
J. B. Stouffer  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large.  
My Commission Expires Oct. 8, 1967

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared CARL E. FERRELL and CATHERINE S. FERRELL, his wife, to me known to be the persons executing the foregoing instrument, and they acknowledged before me that they signed the same for the purposes therein stated.

Witness my hand and official seal, this 13th day of September, A. D. 1965.



Betty P. Orndorff  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 17, 1969

REF: 193 PAGE 494

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared DONALD HANSON, JR. and KAROL KAY B. HANSON, his wife, to me known to be the persons executing the foregoing instrument, and they acknowledged before me that they signed the same for the purposes therein stated.

Witness my hand and official seal, this 15th day of September, A. D. 1965.



T. D. Stanley

NOTARY PUBLIC

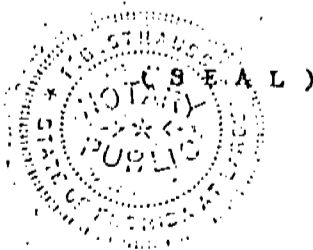
My Commission Expires:

Notary Public, State of Florida at Large.  
My Commission Expires Oct. 8, 1967

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared T. J. WELLS and BEULAH LEE WELLS, his wife, to me known to be the persons executing the foregoing instrument and they acknowledged before me that they signed the same for the purposes therein stated.

Witness my hand and official seal, this 15th day of September, A. D. 1965.



T. D. Stanley

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large.  
My Commission Expires Oct. 8, 1967

FE204 383

AMENDMENT TO

DECLARATION OF COVENANTS AND RESTRICTIONS

KILLEARN ESTATES

UNIT ONE AS AMENDED, AND UNITS TWO, THREE, FOUR & SIX

STATE OF FLORIDA,  
COUNTY OF LEON;

KNOW ALL MEN BY THESE PRESENTS, That this Amendment applies to and amends the recorded Declaration of Covenants and Restrictions heretofore made and entered into by Killearn Estates, Inc., a Florida corporation, referred to therein as Developer, which said Covenants and Restrictions apply to the several units of Killearn Estates and are recorded in the Public Records of Leon County, Florida, as follows, viz:

- (a) Unit One recorded in O. R. Book 187, at Page 254, as amended by amendment recorded in O. R. Book 193, at Page 485.
- (b) Unit Two recorded in O. R. Book 212, at Page 496.
- (c) Unit Three recorded in O. R. Book 242, at Page 361.
- (d) Unit Four recorded in O. R. Book 232, Page 218.
- (e) Unit Six recorded in O. R. Book 242, at Page 383.

178898

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN BOOK & PAGE NO.

ISS APR 20 PM 12:37

ATTEST: ALICE M. WOOD  
PUBLIC RECORDS CLERK  
LEON COUNTY, FLORIDA

These Articles of Amendment are entered into by Killearn Estates, Inc., a Florida corporation, hereinafter referred to as Developer, pursuant to Article XXXII, sub-paragraph (2), for the purpose of curing any ambiguity in or any inconsistency between the provisions contained in said Declaration of Covenants and Restrictions.

W I T N E S S E T H:

WHEREAS, Developer has determined that the following amendment is essential to the hereinabove described Declaration of Covenants and Restrictions as appear on the Public Records of

P A G E 3 8 3

88264 PM 384

Leon County, Florida, as hereinabove indicated; and,

WHEREAS, Developer in desiring of redeclaring each and every of the recitals and articles contained in the Declaration of Covenants and Restrictions hereinabove identified and recorded as aforesaid in the Public Records of Leon County, Florida, except as herein specifically amended;

NOW, THEREFORE, the Developer declares that the real property described in Article II of the Declaration of Covenants and Restrictions of Killlearn Estates, Inc., Units One, Two, Three, Four and Six, as recited and defined therein and as appear in the Public Records of Leon County, Florida, in O. R. Book 187 at Page 254, in O. R. Book 193 at Page 485, in O. R. Book 212 at Page 496, in O. R. Book 242 at Page 361, in O. R. Book 232 at Page 218, and in O. R. Book 242 at Page 383, together with such additions thereto as may hereinafter be made pursuant to said Article II thereof, 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") as therein set forth. Each of the recitals, declarations, articles, covenants and restrictions as set forth in said Declaration of Covenants and Restrictions are specifically affirmed and re-established as fully and as completely as if recited in full herein, except insofar as the same is specifically amended by these presents.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Article V, Section 10, is hereby amended by deleting the entirety of said Section 10, and inserting, in lieu thereof, the following:

Section 10. Subordination of the Lien to Mortgages.  
The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

PAGE 384

955.264 P. 385

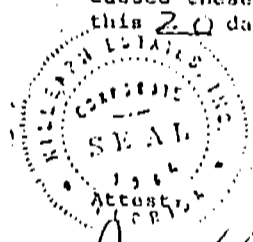
ARTICLE VII  
LOT AND EXTERIOR MAINTENANCE

Article VII, Sections 1 and 2 are hereby amended by deleting the entirety of said Sections 1 and 2 and inserting, in lieu thereof, the following:

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under Article V 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 lot may include the mowing of grass and weeds or the trimming of shrubs.

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

IN WITNESS WHEREOF, the undersigned have respectively caused these presents to be signed in the capacities indicated, this 20 day of March, A. D. 1967.



J. I. Williams, Jr.  
Its Secretary

KILLEARN ESTATES, INC.

By: [Signature]  
Its President

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared Bill G. Cartee and J. I. Williams, Jr., to me well known, and known to me to be the individuals

PAGE 385

REF: 264 PAGE 386

described in and who executed the foregoing instrument as President and Secretary of the above named KILLEARN ESTATES, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 20 day of April, A. D. 1967.

[Signature]  
Notary Public



My Commission Expires:

June 15, 1969

PAGE 386

359608

REC. 771 PAGE 828

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY FLORIDA

MAR 23 3 19 34 1976

A TRUE COPY HAS BEEN NOTED PAUL I. HARTSFIELD CLERK OF CIRCUIT COURT

This instrument prepared by:  
Mallory E. Horne, Esquire  
Suite 800, Barnett Bank Building  
Tallahassee, Florida 32301

KILLEARN ESTATES

RESIDENTIAL

STATE OF FLORIDA,

COUNTY OF LEON:

March 16, 1976

KNOW ALL MEN BY THESE PRESENTS, That this Notice of Dues Increase is made and entered into on this \_\_\_\_\_ day of March, 1976, by KILLEARN PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner and developer of real property in Leon County, Florida, commonly known as Killearn Estates and Kimberton, Unit No. 1, residential communities with permanent parks, lakes, playgrounds, open spaces and other common facilities for the benefit of Killearn Estates, Kimberton, Unit No. 1, thereof; and,

WHEREAS, Developer has created an agency to which is delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges heretofore created and recited in the several Declarations of Covenants and Restrictions on record in Leon County, Florida; and,

WHEREAS, Developer has, in the pursuit of the foregoing, incorporated under the Laws of the State of Florida, a non-profit corporation known as KILLEARN HOMES ASSOCIATION for the purpose of exercising the functions aforesaid; and,

WHEREAS, in each of the Declarations of Covenants and Restrictions recorded in the Public Records of Leon County, Florida, more particularly hereinafter identified, the annual dues of the homeowners was established at Thirty (\$30.00) Dollars per site,

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reserving unto said homeowners the right, after January 1, 1973, to increase such annual dues by vote of such homeowners as therein provided, which right has now been exercised by said homeowners;

NOW, THEREFORE, the Developer does hereby represent that the assessments which are levied by the Homeowners Association to be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Killearn Estates and Kimberton, Unit No. 1 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 in Killearn Estates and Kimberton, Unit No. 1 has now been increased from the annual assessment of Thirty (\$30.00) Dollars per site to an annual assessment of Fifty (\$50.00) Dollars per site. However, said assessment is reduced to Forty (\$40.00) Dollars if paid by June 1 of the year in which it is due. The appropriate record data of the affected Declaration of Covenants and Restrictions is as follows:

(All references are of the Public Records of Leon County, Florida.)

As to Killearn Estates:

<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

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<u>UNIT</u>	<u>O. R. BOOK</u>	<u>PAGE NO.</u>
14	530	492
15	465	230
16	550	719
	592	244
	700	606
17	493	233

As to Kimberton:

<u>UNIT</u>	<u>O. R. BOOK</u>	<u>PAGE NO.</u>
1	403	113

All owners and prospective purchasers of the several units of Killearn Estates and Kimberton, Unit No. 1 in Leon County, Florida, please take notice this reported change in homeowner assessments.

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

KILLEARN PROPERTIES, INC.

By: \_\_\_\_\_

*J. T. Williams, Jr.*  
Its President

( CORPORATE SEAL )

Attest:

By: \_\_\_\_\_

*Arleta S. Kerr*  
Its Secretary

STATE OF FLORIDA  
COUNTY OF LEON:

Before me personally appeared J. T. WILLIAMS, JR. and ARLETA S. KERR, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named KILLEARN PROPERTIES, INC., a Florida Corporation, and severally acknowledged to and before me that they executed such instrument as such

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President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this  
\_\_\_\_\_ day of March, A. D. 1976.

Quamir M. Hagan  
Notary Public

My commission expires \_\_\_\_\_ 1-29-79

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RECORDED IN THE PUBLIC RECORDS

JUN 9 9 23 AM 1976

AMENDMENT  
AND  
DECLARATION OF INTENT  
AS TO  
COVENANTS AND RESTRICTIONS  
OF KILLEARN ESTATES (All Units)

NOTED  
FIELD  
COURT

STATE OF FLORIDA,  
COUNTY OF LEON:

June 8, 1976  
~~March 17, 1976~~

That KILLEARN PROPERTIES, INC., a Florida corporation, being the owner and developer of a tract of land in Leon County, Florida, known as Killearn Estates, does hereby execute and record this Declaration of Intent pertaining to the covenants and restrictions of all units of Killearn Estates as the same currently stand recorded among the Public Records of Leon County, Florida, and as to the extent that such Declaration of Intent may constitute an amendment to such existing articles, do hereby amend the same as hereinafter more specifically recited;

W I T N E S S E T H:

WHEREAS, Article XXXII of the Covenants and Restrictions relating to Units 1 through 7 and Unit 9, and Article IV of the Covenants and Restrictions relating to Units 8, 10, 11, 12, 14, 15, 16 and 17 of Killearn Estates, a subdivision in Leon County, Florida, reserved unto the undersigned developer the sole right to amend such Covenants and Restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained therein; and,

WHEREAS, the Veterans Administration, a Division of the Government of the United States, and the Developer agree that there is such an ambiguity in or inconsistency between certain provisions contained therein; and,

WHEREAS, the developer desires to cure such ambiguity or inconsistency and thus obtain approval by the Veterans Administration of Killearn Estates, as a subdivision, for

This instrument was prepared by:  
Mallory E. Horne, Esquire  
800, Barnett Bank Building  
Tallahassee, Florida 32301

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Page Two - AMENDMENT

guaranteeing certain loans to qualified persons;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That by and under the authority of the hereinabove recited provisions of the recorded Covenants and Restrictions relating to Killearn Estates, a subdivision in Leon County, Florida, the undersigned does hereby execute and record its Declaration of Intent and, where necessary, this Amendment to the following articles and sections of such recorded Covenants and Restrictions and declares its intent as to future Covenants and Restrictions pertaining to Killearn Estates, to-wit:

1. Article V, Section 2 of Units 1 through 7 and Unit 9, and Article XXXIII, Section 2 of Units 8, 10 through 12, and 14 through 17, are not intended to include, as a responsibility of Killearn Homes Association, a non-profit corporation, the payment of taxes and insurances on private homes or lots in Killearn Estates.

2. Article III, Section 1 in Units 3-7 and Unit 9 and Article XXXI, Section 1 of Unit 8, 10-12 and 14-17 were not intended to deny membership to an owner acquiring title in Killearn Estates at foreclosure or by voluntary conveyance in lieu of foreclosure. An owner acquiring by such process, will not be required to become a member of the Homeowners Association but may, at their option, become such a member.

3. The reference, in Article II, Section 2 of Units 1-7 and 9 and Article I, Section 2 of Units 8, 10-12 and 14-17, to the term "sole discretion of developer" refers, exclusively, to whether or not an additional unit will be added and does not intend to convey to the developer "sole discretion" as to the substance of such Covenants and Restrictions.

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

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KILLEARN PROPERTIES, INC.

By: J. T. Williams  
J. T. Williams

( CORPORATE SEAL )

Attest:

Arleta S. Kerr  
Arleta S. Kerr

STATE OF FLORIDA,  
COUNTY OF LEON:

BEFORE ME personally appeared J. T. WILLIAMS, JR. and ARLETA S. KERR, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named KILLEARN PROPERTIES, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 9th day of March, 1976.

Walter R. Hudson  
NOTARY PUBLIC

My Commission Expires: 9-14-79

Notary Public, State of Florida at Large.  
My Commission Expires Sept. 14, 1979.

