

**KILLEARN LAKES RESIDENTIAL AND COMMERCIAL  
COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA,  
COUNTY OF LEON:

OR **1491PC2136**

RECORDED  
MAR 1 3 1991  
15, Hill Street  
Tallahassee, Florida

1065651

KNOW ALL MEN BY THESE PRESENTS, That this notice of correction to Dues Increase amendment recorded in Leon County, Official Records Book 1189, Page 1185 and dated December 31, 1985, is made and entered into on this 27th day of March, 1991, by KILLEARN PROPERTIES, INC., a Florida corporation, hereinafter referred to as the "Developer".

WITNESSETH

Whereas Developer is the owner and developer of real property in Leon County, Florida, commonly known as Killearn Lakes (also known as Killearn Lakes Plantation), a residential community with permanent parks, lakes, playgrounds, open spaces and other common facilities for the benefit of Killearn Lakes;

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 State of Florida, a non-profit corporation known as the KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC. (also known as KILLEARN LAKES 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 assessment (Dues) of the homeowners was established at thirty (\$30.00) Dollars per site, reserving onto said homeowners the right, after January 1, 1975, to increase such annual assessment (Dues) by vote of such homeowners as therein provided, which right has been exercised by said homeowners; and,

WHEREAS, 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 Lakes 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

**Killearn Lakes Residential and Commercial  
Covenants and Restrictions  
Page Two**

**OR1491PC2137**

properties and of the homes situated in Killearn Lakes, had been increased from the annual assessment of Thirty (\$30.00) Dollars per site, to an annual assessment of sixty (\$60.00) Dollars per site; however, said assessment is reduced to Forty-Eight (\$48.00) Dollars if paid by June 1 of the year in which the assessment is due; in addition the special assessment for lake front property was increased to Eighteen (\$18.00) Dollars per year, and the appropriate amendment was recorded in the Public Records of Leon County, Florida referenced herein above, which by oversight omitted a recorded commercial reference.

NOW, THEREFORE, The Developer does hereby submit the corrected appropriate record data of the affected Declarations of Covenants and Restrictions as follows:

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

As to Killearn Lakes:

<u>UNIT</u>	<u>O.R. BOOK</u>	<u>PAGE NUMBER</u>
1	465	746
	978	804
2	504	25
3	516	342
	547	381
	1328	1786
4	871	1097
	906	762
	912	580
5	1144	2287
	1189	1188
Golden Eagle	1173	1854
	1173	1876
Mallard Point	946	1643
Mallard Point II	1158	461
Mallard Bluff	968	2371
	1168	1914
Kinhega Estates	1048	1787
Commercial 7.94 acres	745	734
	761	616
60.00 acres	1027	1941

Killearn Lakes Residential and Commercial  
Covenants and Restrictions  
Page Three

OR1491PC2138

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 27th day of March, 1991.

(CORPORATE SEAL)

KILLEARN PROPERTIES, INC.

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

ATTEST:

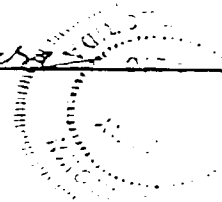
By: Juanice M. Hagan  
Juanice M. Hagan  
Its Secretary

STATE OF FLORIDA,  
COUNTY OF LEON;

BEFORE ME personally appeared David K. Williams and Juanice M. Hagan, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Secretary, respectively, of the above named KILLEARN PROPERTIES, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President and Secretary 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.

Ken L. Brown  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Feb. 7, 1994  
Notary Public, State of Florida



OK 11891185

745555  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
Dec 31 9 50 AM 1985  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

KILLEARN LAKES  
RESIDENTIAL

STATE OF FLORIDA,  
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Notice of Dues Increase is made and entered into on this 30<sup>th</sup> day of December, 1985, 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 Lakes (also known as Killearn Lakes Plantation), a residential community with permanent parks, lakes, playgrounds, open spaces and other common facilities for the benefit of Killearn Lakes; 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 LAKES HOMEOWNERS ASSOCIATION, INC., 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,

~~OR118971186~~

reserving unto said homeowners the right, after January 1, 1975, 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 Killlearn Lakes 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 Killlearn Lakes has now been increased from the annual assessment of Thirty (\$30.00) Dollars per site to an annual assessment of Sixty (\$60.00) Dollars per site. However, said assessment is reduced to Forty-Eight (\$48.00) Dollars if paid by June 1 of the year in which it is due. In addition, the special assessment for lakefront property be increased to Eighteen (\$18.00) Dollars per year. 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 Killlearn Lakes:

<u>UNIT</u>	<u>O.R. BOOK</u>	<u>PAGE NO.</u>
1	465	746
	978	804
2	504	25
3	516	342
	547	318
4	871	1097
	906	762
	912	580
5	1144	2287
Golden Eagle	1173	1854
	1173	1876
Mallard Pt.	946	1643
Mallard Pt. II	1158	461
Mallard Bluff	968	2371
Kinhega Estates	1048	1787
Commercial	745	734
	761	616

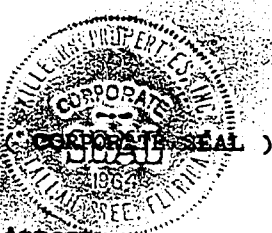
DR1189PC1187

All owners and prospective purchasers of the several units of Killearn lakes 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: [Signature]  
Its President



Attest:

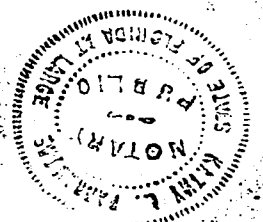
By: Juanice M. Hagan  
Its Secretary

STATE OF FLORIDA  
COUNTY OF LEON:

Before me personally appeared J. T. Williams Jr. and Juanice M. Hagan, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary 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 31st day of December A.D. 1985.

My commission expires Notary Public, State of Florida  
My Commission Expires July 15, 1987 Nancy L. Parramore  
Notary Public



FIRST AMENDMENT TO  
KILLEARN LAKES (KINHEGA ESTATES, UNIT 1)  
RESIDENTIAL  
DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA)

OR1328PC2185

SS.

COUNTY OF LEON )

KNOW ALL MEN BY THESE PRESENTS, That this First Amendment to the Declaration of Covenants and Restrictions heretofore made and entered into on the 20th day of December, 1982, and recorded in Official Records Book 1048 at Page 1787 of the Public Records of Leon County, Florida, is executed and entered into on this 12th day of July, 1988, by KILLEARN PROPERTIES, INC., a Florida corporation, the Developer, as defined in the Covenants and Restrictions being amended hereby, and executed also by those persons whose signatures appear hereafter being owners (hereinafter "Property Owners") of two-thirds or more of the Property located in Kinhega Estates Unit 1 an unrecorded subdivision in Leon County, Florida (hereinafter the "Subdivision"), for the purpose of concurring in this Amendment.

W I T N E S S E T H :

WHEREAS, the Developer, and the undersigned Property Owners pursuant to Article IV, agree to amend the Declaration of Covenants and Restrictions as hereinafter provided.

NOW THEREFORE, the Developer and the undersigned Property Owners hereby, in accordance with the power and authority conveyed by virtue of Article IV of the Declaration of Covenants and Restrictions as recorded in Official Records Book 1048 at Page 1787 of the Public Records of Leon County, Florida, do hereby amend Article I of said Declaration of Covenants and Restrictions and Exhibit "C" thereto, by adding all of that certain parcel of land within the Subdivision (hereinafter the "Parcel") bearing no lot designation but situated between Lot 15 of Section E to the West (hereinafter "Lot 15") and Lot 6 of Section D to the East to Lot 15 so that the Parcel becomes a part of and is included in Lot 15 and therefore the easterly boundary of the Parcel becomes the easterly boundary of Lot 15 being adjacent to Lot 6 of Section D.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its corporate officers this 12th day of July, 1988.



KILLEARN PROPERTIES, INC.

By: [Signature]  
Its: President

By: Charicia M. Hagan  
Its: Secretary

Prepared By:

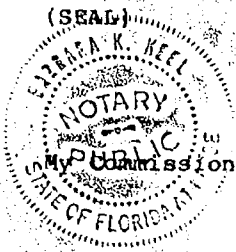
W. Robert Olive  
Bryant, Miller and Olive, P.A.  
201 South Monroe Street  
Tallahassee, Florida 32301

891609  
RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY, FLA.  
JUL 14 10 25 AM '88  
PAUL F. HANISFIELD  
CLERK OF CIRCUIT COURT

STATE OF FLORIDA  
COUNTY OF LEON:

OR1328PT2186

The foregoing Amendment to the Killearn Lakes (Kinhega Lodge) Residential Declaration of Covenants and Restrictions was acknowledged before me by J.T. WILLIAMS, JR. and JUANICE M. HAGAN, President and Secretary, respectively, of KILLEARN PROPERTIES, INC., a Florida corporation, this 1st day of July, 1988.



Barbara H. Hull  
Notary Public

My Commission Expires: Notary Public, State of Florida  
My Commission Expires May 1, 1989  
Bonded thru Tery-Ten - Insurance, Inc.

The following Property Owners executed this Amendment for the sole purpose of assenting to the Amendments set forth herein.

Signed, sealed and delivered in the presence of:

ATTEST:

Juanice M. Hagan

KILLEARN PROPERTIES, INC.

[Signature]

- (Block A, Lot 8)
- (Block A, Lot 5)
- (Block A, Lot 7)
- (Block A, Lot 8)
- (Block A, Lot 9)
- (Block A, Lot 10)
- (Block A, Lot 11)
- (Block A, Lot 15)
- (Block A, Lot 17)
- (Block A, Lot 18)
- (Block A, Lot 19)
- (Block A, Lot 20)
- (Block A, Lot 21)
- (Block A, Lot 22)
- (Block B, Lot 1)
- (Block B, Lot 3)
- (Block C, Lot 2)
- (Block C, Lot 6)
- (Block F, Lot 1)

[Signature]  
[Signature]

[Signature]  
W. Robert Olive (Joint Owner)  
(Block E, Lot 15)

[Signature]  
[Signature]

[Signature]  
Mary Taylor Olive (Joint Owner)  
(Block E, Lot 15)

[Signature]  
[Signature]

[Signature]  
(Block c, Lot(s) 7)

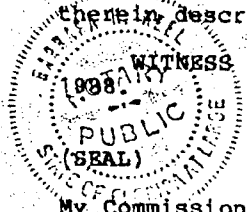
[Signature]  
[Signature]

[Signature]  
(Block a, Lot(s) 7)

STATE OF FLORIDA  
COUNTY OF LEON

OR1328PC2187

Before me personally appeared J.T. Williams, Jr. and Janice M. Hagan  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.



WITNESS my hand and official seal, this 12th day of July,  
1988.

Barbara K. Teal  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires May 1, 1989  
Bonded thru Troy Fair - Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF LEON

Before me personally appeared W. ROBERT OLIVE and MARY TAYLOR OLIVE  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this 12th day of July,  
1988.

(SEAL)

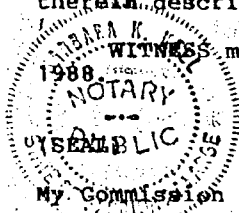
Charles Middleton  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires Feb. 5, 1989  
Bonded thru Troy Fair - Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF LEON

Before me personally appeared Mike Smith and Nancy Smith  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this 7th day of July,  
1988.



Barbara K. Teal  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires May 1, 1989  
Bonded thru Troy Fair - Insurance, Inc.

STATE OF  
COUNTY OF

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this \_\_\_ day of \_\_\_\_\_,  
1988.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Bob Cole  
Betty Cole  
Bob Cole  
Betty Cole

\* William Clark  
\* Wilma Clark  
(Block C, Lot(s) 10)  
\* Rita Miller Wood  
\* George Wood Jr.  
(Block F, Lot(s) 2)

OR1328PC2188

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

DR1328PC2189

J. F. Whitworth  
*[Signature]*

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

*Car. Ed. Kelly*  
(Block C, Lot(s) 4)

*[Signature]*  
J. F. Whitworth  
*[Signature]*

*Don E. Adams*  
(Block C, Lot(s) 5)

*Jimi Toller*  
by *Perry Bodini*  
(Block D, Lot(s) 1)

J. F. Whitworth  
*[Signature]*

*William York*  
(Block C, Lot(s) 9)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

*H. J. Reichle*  
J. F. Whitworth  
J. F. Whitworth  
*[Signature]*

*Perry Bodini*  
(Block C, Lot(s) 3)

by *Rockney Stetson*  
*Perry Bodini*  
(Block C, Lot(s) 1)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

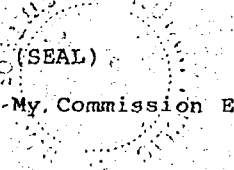
(Block \_\_\_\_\_, Lot(s) \_\_\_\_\_)

STATE OF Texas  
COUNTY OF Dallas

DR1328PC2190

Before me personally appeared Warren York and \_\_\_\_\_  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this 11th day of July,  
1988.



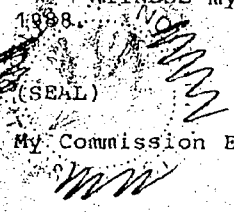
Laritta Myers  
Notary Public

My Commission Expires: 4/24/89

STATE OF Texas  
COUNTY OF Dallas

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_,  
1988.



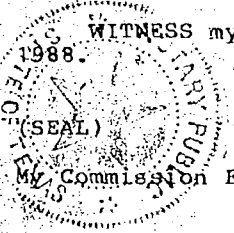
\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF Texas  
COUNTY OF Dallas

Before me personally appeared Perry Bodin and \_\_\_\_\_  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this 11th day of July,  
1988.



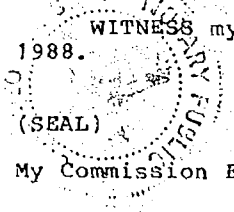
Laritta Myers  
Notary Public

My Commission Expires: 4/24/89

STATE OF Texas  
COUNTY OF Dallas

Before me personally appeared Rockney Plebbs and \_\_\_\_\_  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this 11th day of July,  
1988.



Laritta Myers  
Notary Public

My Commission Expires: 4/24/89

STATE OF Florida  
COUNTY OF Leon

Before me personally appeared William R. Clark and Wilma S. Clark  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this 7th day of July,  
1988.



Harry W. Wallace  
Notary Public

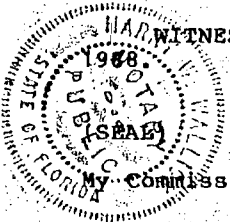
My Commission Expires: May 16, 1990  
Notary Public, State of Florida at Large  
My Commission Expires May 16, 1990

OR1328PC2191

STATE OF Florida  
COUNTY OF Leon

Before me personally appeared George L. Wood Jr and Rita Miller Wood  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this 7th day of July,  
1988.



Harry W. Wallace  
Notary Public

My Commission Expires: May 16, 1990  
Notary Public, State of Florida at Large  
My Commission Expires May 16, 1990

STATE OF  
COUNTY OF

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this \_\_\_ day of \_\_\_\_\_,  
1988.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF  
COUNTY OF

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_  
to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged to and  
before me that he executed said instrument for the purposes  
therein described.

WITNESS my hand and official seal, this \_\_\_ day of \_\_\_\_\_,  
1988.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

GET NOTARY FOR EACH LOT SIGNATURE ON PAGE 3

STATE OF  
COUNTY OF

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein described.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 1988.

OR1328PC2192

(SEAL)

Notary Public

My Commission Expires:

STATE OF *Texas*  
COUNTY OF *Dallas*

Before me personally appeared George Edward Kaley and \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein described.

WITNESS my hand and official seal, this 11th day of July, 1988.

(SEAL)

Loretta Meyer  
Notary Public

My Commission Expires: 4/24/89

STATE OF *Texas*  
COUNTY OF *Dallas*

Before me personally appeared Gary E Bodin and \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein described.

WITNESS my hand and official seal, this 11th day of July, 1988.

(SEAL)

Loretta Meyer  
Notary Public

My Commission Expires: 4/24/88

STATE OF *Texas*  
COUNTY OF *Dallas*

Before me personally appeared Jim Toler and \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein described.

WITNESS my hand and official seal, this 11th day of July, 1988.

(SEAL)

Loretta Meyer  
Notary Public

My Commission Expires: 4/24/89

GR1491PC2139

KILLEARN LAKES RESIDENTIAL AND COMMERCIAL COVENANTS AND RESTRICTIONS

1065652  
MAR 1 3 42 PM '91  
COUNTY OF LEON

State of Florida,  
County of Leon:

KNOW ALL MEN BY THESE PRESENTS, That this amendment to the below referenced covenants and restrictions for the Residential and Commercial parcels of Killearn Lakes Plantation is made and entered into on this 11th day of April, 1991, by KILLEARN PROPERTIES, INC., a Florida corporation, hereinafter referred to as the "Developer",

WITNESSETH:

WHEREAS, Article IV of the Declaration of Covenants and Restrictions of the referenced parcels of Killearn Lakes grants to the Developer the right to amend the Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained therein; and,

WHEREAS, the Board of Directors of the Killearn Lakes Homeowners Association, Inc., a Florida corporation, has expressed concern for lost revenues, and the cost of collecting Annual Assessments due to the existing language of the Article referenced below for each specific Unit of Killearn Lakes, and entitled 'COVENANTS FOR MAINTENANCE ASSESSMENTS', which provides for taking an early payment discount of twenty percent (20%) after the DUE and DELINQUENCY date has occurred; and,

WHEREAS, The Board of Directors of the Association has brought this ambiguity and inconsistency to the attention of the Developer via a unanimous resolution of the elected members of the Board requesting that the Developer exercise his sole right of amendment under Article IV to move the discount date from June first back to March First;

NOW, THEREFORE, The Developer does hereby, in accordance with the power and authority conveyed to it by virtue of Article IV of the below referenced Covenants and Restrictions amend the respective Articles, sections, and subsequent amendment(s) relating to the month and day before which a reduced or discounted amount of the annual assessment may be remitted, by deleting the words 'JUNE 1, or JUNE FIRST', and in their place, inserting the words, 'MARCH 1, or MARCH FIRST', to be effective January 1, 1992.

The appropriate record date of the affected Declaration of Covenants and Restrictions, and subsequent amendment(s) is as follows:

OR **1491PC2140**

As to Killearn Lakes:

<u>Unit</u>	<u>O.R. Book and Page</u>		<u>Artic' &amp; Section</u>	
1	465	746	XXXV	3
2	504	25	XXXV	3
3	516	342	XXXV	3
4	871	1097	XXXV	3
5	1144	2287	XXXV	3
Golden Eagle 1	1173	1854	XXXV	3
Golden Eagle 2	1272	0070	XXXV	3
Golden Eagle 3	1403	1417	XXXV	3
Eagle's Ridge	1462	0982	XXXV	3
Mallard Point	946	1643	XXX	3
Mallard Point II	1158	461	XXX	3
Mallard Bluff	968	2371	XXX	3
Kinhega Estates	1048	1787	XXX	3
Kinhega Oaks	1414	2282	XXX	3
Kinhega Lodge I	1249	0242	XXX	3
Kinhega Lodge II	1360	0203	XXX	3
Plantation Centre	745	734	XI	3
Holt/Robinson	1027	1941	XXXV	3
Peggy Jo Enterprises	1215	1016	XIX	3
Middle School AA	1360	0892	XXVI	3
Amendment, Jan. '76	761	616		
Amendment, Dec. '85	1189	1185		

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

All owners and prospective purchasers of the several units of Killearn Lakes in Leon County, Florida, please take notice of this reported change in the discount period for remitting to the Homeowners Association, the annual assessment.

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.

ATTEST:

Sharon M. Hagan  
24s Secretary

BY: Carol Ann Hagan

STATE OF FLORIDA,  
COUNTY OF LEON:

OR1491PC2141

Before me personally appeared David K. Williams and Juanice M. Hagan, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Secretary, respectively, of the above named Killearn Properties, Inc., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as 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 the said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

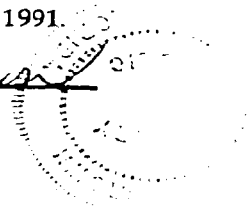
WITNESS my hand and official seal, this 29th day of April, 1991.

( S E A L )

  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
~~My Commission Expires Feb 1, 1994~~  
Banded Tery Tray Fain - Insurance Inc.



KILLEARN LAKES (KINHEGA ESTATES, UNIT 1)

RESIDENTIAL  
OR 1048 PC 1787

DECLARATION OF COVENANTS AND RESTRICTIONS

601978  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
Dec 21 9 35 AM 1982  
FALLS BEND  
CLERK OF CIRCUIT COURT

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 20<sup>th</sup> day of December, A.D., 1982, 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 of the 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 preservation of the values and amenities in said community and for the maintenance of said parks, lakes, street lights, playgrounds, open spaces, and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A" together with such additions as many 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 power 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 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 hereinafter 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, contains 36.72 acres more or less, 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 to 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.

OR1048PC1788

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 XXVIII, Section 1, 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 in lieu of foreclosure.
- (k) "Site" shall mean a portion of contiguous portions of said property, which accommodate 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

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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.

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS  
AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building 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. With the concurrence of the owners of two-thirds of the property described in Article I, Section 1, the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

ARTICLE V **OR1048PC1790**

ADDITIONAL COVENANTS AND RESTRICTIONS

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

ARTICLE VI

ARCHITECTURAL CONTROL

No improvements, as defined herein, shall be commenced, erected or maintained upon The 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 in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands. Without restricting the discretion of the Architectural Control Committee, considerations in making any decision shall include the preservation of the natural environment and all decisions shall encourage the use of wood, stone, and other natural materials in the construction of any structure.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

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

**Procedure.** The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and a plot plan showing location and orientation of all buildings, trees, 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 a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

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 **OR 1048PC1791**

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 Killearn Properties, 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, and implement generally the Killearn 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 or 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 unusual features in the Green Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 4. The Developer, its successors and assigns, shall have the right to protect from erosion the land described as Green Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Developer. The right is likewise reserved to the Developer to take necessary steps to provide and insure adequate drainage ways, canals, and access roads in Green Areas. The developer, its successors, and assigns, shall also have the right to cut fire breaks, cut and remove trees, and in general do all things necessary to carry on tree farming operations 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 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 equipment, gas, sewer, water or other public conveniences or utilities in said Green Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or 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 Green Areas. 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. For the purposes of this section, "Green Areas" shall include the property described in Exhibit "B" attached hereto.

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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 kinds shall be prohibited in Green Areas except in designated and controlled areas, as specified by the Association.

Section 7. No large trees of any kind measuring two (2) feet or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without the 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 said 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  
TEMPORARY STRUCTURES

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

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 90 feet at the place the dwelling is proposed to be erected or placed on any site having an area of less than 20,000 square feet, without the consent of the Developer.

No site shall be subdivided, 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 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 1,600 square feet for lots fronting on or adjacent to any lake, and not less than 1,200 square feet for all other lots.

In the event a structure contains more than one story, the ground floor must contain not less than 1,000 square feet and must be completely finished as living area, and at least 400 square feet of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

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 set-back lines specified on any recorded plat or site plan. In any event, no building shall be located on any site nearer than 35 feet to the front property line, or nearer than 25 feet to any side street line, or 50 feet from any lake, or as otherwise specified by the Architectural Control Committee.

(b) No single-family dwelling shall be located nearer than 10 feet to an interior property line and must be at least 25 feet from an existing adjacent house. No single-family dwelling shall be located on any site nearer than 40 feet to the rear line.

(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 set-back 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, except that a fence may be constructed within 1 foot of and parallel to each side lot line and extending to the lake lot line. Any fence must be constructed from wood, must blend with existing structures, and must be approved by the Architectural Control Committee prior to construction.

(f) 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 to encroach upon another site.

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 Living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face the rear property line or a side property line that is not adjacent to a street. In no instance shall the entrance be permitted to face the front property line of the property, unless approved by the Committee.

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ARTICLE XVII

UTILITY CONNECTIONS AND TELEVISION ANTENNAS

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

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

ARTICLE XVIII

SEWAGE DISPOSAL

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

ARTICLE XIX

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 XX

WINDOW AIR-CONDITIONING UNITS

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

ARTICLE XXI

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XXII

SIGNS OR1048PC1795

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

ARTICLE XXIII

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 XXIV

LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood.

ARTICLE XXV

DOCKS

Docks may be constructed if approved in writing by the Architectural Control Committee.

ARTICLE XXVI

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

ARTICLE XXVII

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 XXVIII

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

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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 owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each single-family site, and, in the case of a multi-family site, one-half ( $\frac{1}{2}$ ) 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, provided that the Class B membership shall cease and become converted to Class A membership at such time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

#### ARTICLE XXIX

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

**Section 2. 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, 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 purposes of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

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

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

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

(e) The rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a Unit of Killearn 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 XXX

#### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each site owned by him within the Properties, hereby covenants and each Owner of any site by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents 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.

**Section 3. Basis and Maximum of Annual Assessments.** Until the year beginning January, 1975, the annual assessment shall be Thirty Dollars (\$30.00) per site. From and after January 1, 1975, 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 Twenty-four Dollars (\$24.00). From and after June 1 of each year, the annual dues shall be Thirty Dollars (\$30.00).

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 Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of 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 Amount of Annual Assessments.** Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the maximum assessments permitted under Section 3 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 I, Section 2 hereof.

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

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

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

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 to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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

**Section 8. Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each site for each assessment period at least 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, furnish at any time to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner and personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

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

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

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

#### ARTICLE XXXI

#### EXTERIOR MAINTENANCE

**Section 1. Exterior Maintenance.** In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant sites and shall have the right to provide maintenance upon every improved site which is subject to assessment under Article 30 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 30 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 30 hereof.

ARTICLE XXXII **OR1048PC1800**

ROAD MAINTENANCE ASSESSMENTS

Section 1. Creation of lien and Personal obligation for Assessments for Road Maintenance. 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, shall be deemed to covenant and agree to pay a person designated by the owners of a majority of the lots (hereinafter referred to as "Agent"), as agent for all of the owners, special assessments for the purpose of maintaining the roadways within such areas.

Section 2. Definition of Roadway. For purposes of this Article, the roadway shall be defined as beginning at Deerlake North in Killearn Lakes Unit No. 4 and to points shown by the attached survey (designated as Exhibit "B"). Each owner of any lot within the property referred to in Article I, Section 1, does hereby have an ingress and egress easement across and through said roadway.

Section 3. Purpose and Calculation of Assessment. The purpose of this assessment shall be to maintain the roadways in useable and slightly condition for the property owners and their guests. In addition, such assessment shall be used to maintain the entrance sign, access ways to the lake, and the lake in a manner agreed upon by the owners of a majority of the lots. For purposes of calculating each property owner's share of any assessment, each lot shown on Exhibit "C", attached hereto, shall be considered equal.

Upon written request of no less than five property owners, the Agent shall receive bids from at least three qualified contractors for maintenance work on the roadway. Upon receipt of written bids, the Agent shall select the lowest bid, divide the amount by the number of sites, and assess each site or parcel its pro-rata share as thus determined. Such assessment shall be mailed to each owner and shall be due within thirty days thereafter.

Section 4. Effect of Non-Payment of Assessment. Remedies of Agent if any assessment is not paid on the date when due (being the dates specified in Section 3 hereof) then such assessment shall become delinquent and shall, together with a penalty of 20% of such assessment and with such interest thereon and cost of collection thereof as hereafter provided, thereupon becomes the personal obligation of the Owner and a continuing lien on the property which shall bid such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the owner is for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment and penalty are not paid within thirty (30) days after the delinquency date, the assessment and penalty shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, and the Agent may bring an action at law against the Owner who is 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 and penalty, as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be absolutely subordinated to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien hereby 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 6. 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 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.

Section 7. Exception. This Article shall in no way be construed or interpreted to create any obligation upon the part of Killearn Properties, Inc. or the Killearn Lakes Homeowners Association, Inc. to share in any cost of maintenance of the said roadway.

ARTICLE XXXIII

PROPERTY AND LAKE ACCESS


No person or persons may enter upon land in Exhibit "A" without the presence and consent of the owner of that parcel of land. No person or persons may launch a boat or vessel of any kind from any land in Exhibit "A" unless the owner of a parcel of land in Exhibit "A" is present in such boat or vessel. For the purpose of this Article, "Owner" shall include persons staying overnight in the Owner's home.

ARTICLE XXXIV

EXCEPTIONS

It is understood and acknowledged that there are no Green Areas, Common Easements or Multi-family areas in Exhibit "A" and reference to such areas herein shall only apply to the extent that such areas are incorporated in other areas of Killearn Lakes, and thus Owners of Exhibit "A", by virtue of being members of the Killearn Lakes Homeowners Association, are affected thereby to the extent only that they are members of such association.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed and its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 20<sup>th</sup> day of December, 1982.

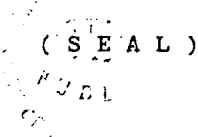
Attest  
  
Juanice M. Hagan  
Juanice M. Hagan  
Its Secretary

KILLEARN PROPERTIES, INC.  
By: J.T. Williams, Jr.  
J.T. Williams, Jr.  
Its President

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me personally appeared J. T. WILLIAMS, JR. and JUANICE M. HAGAN, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of 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 21<sup>st</sup> day of December, A.D. 1982.

(SEAL)  


Kathy L. Parramore  
NOTARY PUBLIC  
My Commission Expires: 7-16-83  
Notary Public, Tallahassee, Florida  
My Commission Expires: 7-16-83

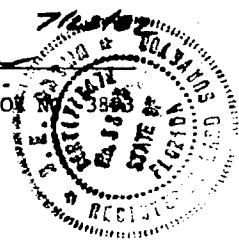
DR1048PC1802

LEGAL DESCRIPTION FOR KINHEGA ESTATES, PHASE 1

Commence at the Northernmost corner of Lot 18 in Killearn Lakes Unit No. 4, a subdivision as per map or plat thereof as recorded in Plat Book 8, Page 30 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, proceed thence North 68° 11' 24" West 598.54 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed thence North 11° 22' 48" West 352.40 feet thence North 12° 34' 24" West 131.80 feet thence North 46° 24' 46" West 220.00 feet thence North 10° 20' 15" West 150.00 feet thence North 73° 48' 57" 103.98 feet thence North 26° 35' 02" East 215.24 feet thence South 87° 10' 52" West 240.08 feet thence North 27° 53' 43" West 122.16 feet thence North 12° 38' 57" West 164.66 feet thence North 18° 41' 48" East 318.19 feet thence North 11° 33' 26" East 246.29 feet thence North 04° 37' 42" East 169.75 feet thence North 39° 12' 40" West 142.29 feet thence North 76° 33' 32" West 178.17 feet thence North 83° 59' 28" West 42.44 feet thence North 83° 59' 00" West 112.00 feet thence North 83° 59' 08" West 112.00 feet thence North 85° 19' 07" West 155.00 feet thence North 78° 46' 22" West 127.98 feet thence North 52° 32' 13" West 132.98 feet thence North 40° 36' 17" West 155.77 feet thence North 51° 47' 39" West 178.56 feet thence North 25° 05' 49" West 82.95 feet thence South 68° 51' 43" West 283.37 feet thence South 491.84 feet thence East 255.35 feet thence South 155.00 feet thence South 71° 10' 29" East 413.51 feet thence East 305.00 feet thence South 09° 04' 38" West 170.00 feet thence South 16° 42' 04" West 345.00 feet thence South 03° 31' 09" West 165.32 feet thence South 33° 54' 00" East 970.00 feet thence South 09° 45' 00" East 343.00 feet to a point on a curve concave to the Northwest thence Northeasterly along said curve having a radius of 1195.55 feet through a central angle of 01° 26' 16" for an arc distance of 30.00 feet thence North 71° 05' 24" East 189.65 feet to a point on a curve concave to the Southeast thence Northeasterly along said curve having a radius of 985.93 feet through a central angle of 17° 05' 46" for an arc distance of 294.18 feet to the POINT OF BEGINNING, containing 36.72 acres, more or less.

I HEREBY CERTIFY THAT THE AFOREMENTIONED SURVEY WAS PREPARED UNDER MY RESPONSIBLE SUPERVISION AND THAT IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Benjamin E. Brown*  
 BENJAMIN E. BROWN, P.E., R.L.S.  
 FLORIDA REGISTERED LAND SURVEYOR



OR1048PG1803

60 FOOT WIDTH ROADWAY EASEMENT,  
KINHEGA ESTATES, UNIT NO. 1

Commence at the northeast corner of Lot No. 15, Block DC, of Killearn Lakes Unit No. 4, a subdivision as per map or plat thereof as recorded in Plat Book 8, Page 30, of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, proceed thence North 74° 10' 16" West 132.44 feet to the POINT OF BEGINNING of the centerline of a 60 foot width roadway easement, said centerline described as follows:

North 09° 27' 45" West 341.08 feet to a point on a curve concave to the Southwest thence northwesterly along said curve having a radius of 268.22 feet through a central angle of 36° 57' 01" for an arc distance of 172.98 feet thence North 46° 24' 46" West 201.38 feet to a point on a curve concave to the Northeast thence Northwesterly along said curve having a radius of 577.63 feet through a central angle of 10° 55' 40" for an arc distance of 110.17 feet thence North 35° 29' 07" West 469.05 feet to a point on a curve concave to the Northeast thence Northerly along said curve having a radius of 150.95 feet through a central angle of 59° 35' 01" for an arc distance of 156.96 feet thence North 24° 06' 13" East 178.75 feet to a point on a curve concave to the Northwest thence Northeasterly along said curve having a radius of 650.27 feet through a central angle of 15° 01' 18" for an arc distance of 170.49 feet thence North 09° 04' 38" East 258.68 feet to a point on a curve concave to the Southwest, thence Northwesterly along said curve having a radius of 93.57 feet through a central angle of 83° 49' 09" for an arc distance of 136.88 feet thence North 74° 44' 32" West 3.01 feet to a point on a curve concave to the Southwest thence Northwesterly along said curve having a radius of 997.70 feet through a central angle of 12° 44' 59" for an arc distance of 222.02 feet to a point on a curve concave to the Southeast thence Southwesterly along said curve having a radius of 94.36 feet through a central angle of 35° 30' 12" for an arc distance of 58.47 feet to a point of reverse curve, said curve concave to the Northwest thence Southwesterly along said curve having a radius of 94.36 feet through a central angle of 35° 30' 11" for an arc distance of 58.47 feet to a point on a curve concave to the Northeast thence Northwesterly along said curve having a radius of 280.00 feet through a central angle of 17° 20' 43" for an arc distance of 84.76 feet chord of said curve having a bearing of North 78° 49' 11" and a chord distance of 84.44 feet to a point thence North 72° 24' 46" West 70.99 feet to a point on a curve concave to the Northeast thence Northwesterly along said curve having a radius of 1537.58 feet through a central angle of 04° 54' 54" for an arc distance of 131.90 feet thence North 67° 29' 52" West 162.84 feet to a point on a curve concave to the Northeast thence Northwesterly along said curve having a radius of 288.41 feet through a central angle of 29° 41' 56" for an arc distance of 149.49 feet thence North 37° 47' 57" West 27.56 feet to a point on a curve concave to the Southwest thence Northwesterly along said curve having a radius of 115.64 feet through a central angle of 66° 34' 29" for an arc distance of 134.36 feet thence South 75° 37' 35" West 139.64 feet to the POINT OF TERMINATION of said 60 foot roadway centerline.

EXHIBIT "B"

