

KILLEARN LAKES-KINHEGA OAKS

RESIDENTIAL

DECLARATION OF COVENANTS AND RESTRICTIONS

DR1414FC2282

STATE OF FLORIDA,
COUNTY OF LEON:

983733
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JAN 22 2 01 PM '90
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, is made and entered into on this 15th day of December, A.D., 1989, by STEVEN J. STOUTAMIRE, H. LOUIS HILL, and H. LOUIS HILL, JR., hereinafter collectively referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of real property known as Kinhega Oaks as described in Exhibit "A" attached that lies within a residential community known as Killearn Lakes being developed by Killearn Properties, Inc.; and

WHEREAS, Killearn Properties, Inc. has imposed a common set of residential covenants and restrictions upon the land developed by it as Killearn Lakes for the purpose of providing for the preservation of the values and amenities in said community, for the creation therein of permanent parks, lakes, playgrounds, open spaces, and other common facilities for the benefit of said community, and for the maintenance of said parks, lakes, street lights, playgrounds, open spaces, and other common facilities; and

WHEREAS, Killearn Properties, Inc. deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency to which would 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 assessments and charges created by the covenants and restrictions placed on the land lying within Killearn Lakes; and

WHEREAS, Killearn Lakes Homeowners Association, Inc. has been incorporated under the laws of the State of Florida as a non-profit corporation for the purpose of exercising the aforesaid functions; and

WHEREAS, it is mutually beneficial to Developer, their heirs, successors and assigns, to all persons owning a portion of the property described in Exhibit "A", to Killearn Properties, Inc. and to Killearn Lakes Homeowners Association, Inc., that the Developer impose upon the property described in Exhibit "A" covenants and restrictions substantially the same as those imposed upon the remaining properties lying within Killearn Lakes; and

WHEREAS, Killearn Properties, Inc. agrees and consents to the imposition of these covenants and restrictions on the property described in Exhibit "A" and is executing this document solely for that purpose; and

WHEREAS, Killearn Lakes Homeowners Association, Inc., to the extent it is obligated under and benefitted by these covenants and restrictions, agrees and consents to the developer imposing said covenants and restrictions upon the property described in Exhibit "A";

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

ARTICLE I

DR 1414PC2283

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 11.87 acres more or less, and is more particularly described in Exhibit "A" attached hereto, as the property may be from time to time divided or subdivided in accordance with Article XI herein (hereinafter referred to as the "Property.")

Section 2. Additional Units of Kinhega Oaks may become subject to similar declarations 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 Kinhega Oaks.

ARTICLE II

DEFINITIONS

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

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

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

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

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

(e) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Property and any other property within Killearn Lakes upon which these restrictions are imposed and intended to be devoted to the common use and enjoyment of members of the Association.

(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, including condominiums, containing two or more living units under one roof (even though separated by a firewall extending

OR 1414PC2284

through the 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 Property but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Site" shall mean a portion or 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 subdivision map of the Property 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 "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.

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

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, its respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the then Owners of the lots 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.

OR1414PC2285

ARTICLE IV

AMENDMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS

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

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

The Developer may impose any additional covenants or restrictions on all or any part of the land described in Article I hereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No improvements, as defined herein, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee for Kinhega Oaks. 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.

Interior renovating and removal of existing buildings and improvements presently located on the Property are exempted from the foregoing.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee for Kinhega Oaks shall be composed of three members; one to be appointed by the Developer, their heirs or assigns; one to be appointed by Killearn Properties, Inc., or its assigns, and a third 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.

OR1414PC2286

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 thirty (30) 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 all 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. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures must be completed in accordance with said plans and specifications approved by the Committee upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

ARTICLE IX

PRESERVATION OF THE NATURAL ENVIRONMENT, LAKES, AND GREEN AREAS

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Green Areas on plats recorded in the Public Records of Leon County, Florida. 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 land enhance recreation opportunities, preserve historical sites, and implement generally the Killlearn 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, their heirs, successors or assigns, to erect wildlife feeding stations, to plant small patches of cover and food scraps 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.

QR1414PC2287

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, their heirs, 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, their heirs, 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 themselves, their heirs, 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 grading 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 Developer, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

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

Section 7. No large living trees of any kind measuring six (6) inches 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 themselves, their heirs, 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.

OR1414PC2288

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, tool or storage shed, barn or other outbuilding of any type shall be located on any site or on any lands shown and/or set aside on a plat as Green Areas at any time, unless approved by the Architectural Control Committee. This article shall not apply to a site larger than two acres in size, except for an area within 100 feet of the boundary of the Property. Existing buildings and improvements presently located thereon are exempted from the foregoing.

ARTICLE XI

SINGLE-FAMILY SITE AREA AND WIDTH

Only one (1) single family dwelling shall be constructed on each single-family site. No dwelling shall be erected or placed on any single-family site having a width of less than 65 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.

A single-family site shall not be subdivided except for the purpose of combining with and enlarging an adjacent single-family site, in which event the enlarged single-family site (consisting of a single-family site and one or more portions of adjacent single-family sites) as a whole shall be treated as a single-family site for all purposes of these covenants, including set-back restrictions.

ARTICLE XII

SINGLE-FAMILY DWELLING QUANTITY AND SIZE

The ground floor living area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than 1,700 square feet for all 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.

No mobile homes or manufactured housing regardless of size shall be located on a single-family site temporarily or permanently.

ARTICLE XIII

BUILDING LOCATION

(a) No building shall be located on any site nearer to the front property line, rear property line, or nearer to the side street line than the minimum building setback lines specified on any plat or site plan. No building shall be located on any site nearer than 50 feet to the front property line, or nearer than 25 feet to any side street line, or 50 feet from any lake or rear property line; provided, however, no building shall be located within 35 feet of Deer Lake Road.

(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.

OR1414PC2289

(c) No driveway shall be located nearer than five (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 one (1) foot of and parallel to each side lot line and extending to the lake lot line. Any fence must be constructed from wood, stone and/or brick, 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.

(g) All set-back requirements set forth in this Article XIII may be reduced in distance, but not increased, at the discretion of the Architectural Control Committee.

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 dwelling shall have a functional garage or carport which shall be attached to the dwelling and screened on sides which are visible from the street or road in front of the dwelling, 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 or road. In no instance shall the entrance be permitted to face the front property line of the property, unless approved by the Committee.

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

OF 1414PC2290

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 material shall be kept in a clean and sanitary condition.

ARTICLE XX

WINDOW AIR-CONDITIONING UNITS

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

ARTICLE XXI

MAIL BOXES

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

ARTICLE XXII

SIGNS

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

ARTICLE XXIII

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

DR1414PC2291

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 distance 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, as permitted by law.

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 any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, thorough or under such mortgagee or third person.

Section 2. Voting Rights. Members shall be entitled to one vote for each single-family site. 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.

OR1414PC2292

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 lying in the property and in all Common Properties owned or controlled by the Association, wherever located, 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 they have 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 shall convey the Common Properties to the Association not later than the 1st day of January, 1990.

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 outside of the Property. Common Property belonging to the Association shall result in membership entitlement thereto, regardless of its location.

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

OR1414PC2293

acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall 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, including a reasonable attorney's fee at trial and appellate levels, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

Section 3. Basis and Maximum of Annual Assessments. Beginning January, 1990, the annual assessment shall be Sixty Dollars (\$60.00) per site. Any member who pays the annual assessment on or prior to June 1 of the year in which same becomes due shall be entitled to pay only the sum of Forty-eight Dollars (\$48.00). The annual assessment may be increased by vote of the Members, as hereinafter provided.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of votes of the 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, the Association may change the maximum amount and basis of the annual assessments fixed by Section 3 hereof, prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of the votes 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 merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 2 hereof.

OR1414PC2294

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 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.

OR 1414PC2295

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 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 XXX 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. This article shall not apply to the Property in its undivided state and so long as it has an agricultural zoning classification.

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 XXX 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 XXX hereof.

ARTICLE XXXII

PROPERTY AND LAKE ACCESS

No person or persons may enter upon land in Kinhega Oaks without the presence and written consent of the owner of that parcel of land.

OR1414PC2296

ARTICLE XXXIII

EASEMENTS

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

- (1) ten (10) feet in width along one (1) side lot line and ten (10) feet in width along the rear lot line,
- (2) the area 30 feet upland from the mean high water mark of all lakes, and
- (3) such other areas as shown on the applicable plat, including green areas.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible.

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

ARTICLE XXXIV

EXCEPTIONS

It is understood and acknowledged that there are no Green Areas, or common easements or properties in Kinhega Oaks and any reference to such areas herein shall only apply to the extent that such areas are incorporated in other areas of Killlearn Lakes, and thus residents of Kinhega Oaks by virtue of being Members of the Killlearn Lakes Homeowners Association, are affected or benefited thereby only to the extent that they are Members of such Association. Improvements made prior to the effective date or application of any Article of these Covenants and Restrictions shall not become non-conforming uses or Improvements after the effective date or application of an Article.

IN WITNESS WHEREOF, this instrument has been signed and sealed by the persons constituting the Developer, this 5th day of December, A.D., 1989.

WITNESSES:

DEVELOPER:

Angela Brown
James W. Wilbeck

Steven J. Stoutamire (SEAL)
STEVEN J. STOUTAMIRE

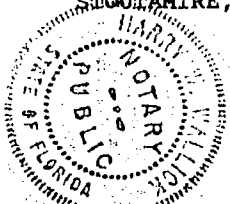
OR1414PC2297

Angela Shoom
Harry W. Wallich
[Signature]
Robin Black

[Signature] (SEAL)
H. LOUIS HILL,
[Signature] (SEAL)
H. LOUIS HILL, JR.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
5th day of December, 1989, by STEVEN J.
STOUTAMIRE, as Developer.



Harry W. Wallich
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 16, 1990

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
5th day of December, 1989, by H. LOUIS HILL, as
Developer.



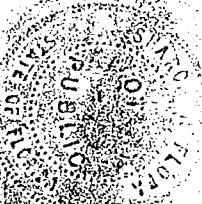
Harry W. Wallich
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 16, 1990

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
5 day of Dec, 1989, by H. LOUIS HILL, JR.,
as Developer.



[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 2, 1990
BONDED THRU GENERAL INS. UND.

CONSENT BY KILLEARN PROPERTIES, INC.

IN WITNESS WHEREOF, and expressing only its consent to said
declarations, Killearn Properties, Inc. has caused this instrument
to be signed in its name by its Vice-President and its corporate
seal to be hereunto affixed and attested by its Secretary, this
5th day of December, A.D., 1989.

KILLEARN PROPERTIES, INC.

By: David K. Williams
David K. Williams
Its Vice-President of
Florida Operations

ATTEST:

Cherice M. Hagan
Its Secretary

OR-1414PC2298

Juanice M. Hagan
Juanice M. Hagan
Its Secretary

(Corporate Seal)

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, 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 5th day of December, A.D., 1989.

Rebecca L. Holt
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Aug. 22, 1992
Bonded Thru Troy Fain - Insurance Inc.

CONSENT BY KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC.

Killearn Lakes Homeowners Association, Inc. hereby agrees and consents to imposition of the foregoing covenants and restrictions on the property described in Exhibit "A" attached.

Angela Hroom

KILLEARN LAKES HOMEOWNERS
ASSOCIATION, INC.

By: Harry D. Reed
Its President

STATE OF FLORIDA,
COUNTY OF LEON:

The foregoing was acknowledged before me this 15th day of December, 1989, by Harry D. Reed, III, as President of Killearn Lakes Homeowners' Association, Inc., in behalf of said corporation.

Jo Ann Hutchins
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 11, 1993
Bonded Thru Troy Fain - Insurance Inc.

OR1414PC2299

EXHIBIT "A" TO

KINHEGA OAKS COVENANTS AND RESTRICTIONS

Commence at Northeast corner of Lot 15, Block "DC", of Replat of Killearn Lake, Unit 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, and run thence North 74 degrees 10 minutes 16 seconds West 132.44 feet to a point lying on a curve concave to the Southeasterly on the Northerly right of way boundary of Deerlake North, thence run Northeasterly along said right of way curve having a radius of 985.93 feet, through a central angle of 12 degrees 47 minutes 25 seconds for an arc distance of 220.09 feet (chord bears North 81 degrees 47 minutes 29 seconds East 219.63 feet) to an iron rod with cap (found), for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 11 degrees 20 minutes 08 seconds West 352.39 feet to an iron rebar with cap (found), thence North 12 degrees 30 minutes 20 seconds West 131.80 feet to an iron rod with cap (found), then North 46 degrees 22 minutes 22 seconds West 250.99 feet to an iron rod with cap (found), thence North 43 degrees 56 minutes 26 seconds West 149.97 feet to an iron rod with cap (found), thence North 21 degrees 54 minutes 50 seconds East 258.28 feet to an iron rod with cap (found) on the approximate water's edge of Lake Iamonia, thence run North 34 degrees 29 minutes 12 seconds East along said approximate water's edge 144.34 feet to an iron rod (found), thence leaving said approximate water's edge run South 56 degrees 30 minutes 04 seconds East 411.65 feet to an iron rod (found), thence South 23 degrees 50 minutes 15 seconds East (bearing base for this survey) 1177.74 feet to an iron rod (found) in asphalt roadway, said point lying on the Northerly right of way boundary of Deerlake North, said point also lying on a curve concave to the Southwesterly, thence run Northwesterly along said right of way curve having a radius of 985.93 feet, through a central angle of 38 degrees 02 minutes 43 seconds for an arc distance of 654.67 feet (chord bears North 72 degrees 45 minutes 20 seconds West 642.71 feet to the POINT OF BEGINNING; containing 11.87 acres more or less.