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SCOTSWOOD, DECLARATION OF COVENANTS  
AND RESTRICTIONS; AND REVOCATION OF PREVIOUSLY FILED  
DECLARATION OF COVENANTS AND RESTRICTIONS

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AUG 18 10 28 AM '95

STATE OF FLORIDA,  
COUNTY OF LEON:

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 14th day of August, A.D., 1995, by Capital First, Inc., a Florida corporation, hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Declarant has previously recorded restrictive covenants for the property described herein at O.R. Book 1809, Page 1116 of the public records of Leon County, Florida. Said Declaration contained a scrivener's error. Declarant hereby revokes all previously recorded covenants and replaces them with the covenants contained herein.

WHEREAS, Developer is the owner of the real property described in ARTICLE I of this Declaration 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 ARTICLE I together with such additions as may hereinafter be made thereto (as provided in ARTICLE I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefits of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

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

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

ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

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 the Developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members of the Association to the end that all rights resulting to Members of the Killearn Lakes Homeowners Association shall be uniform as between all units of Killearn Lakes.

ARTICLE II  
DEFINITIONS

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

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

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

(c) "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, and shall specifically include all areas designated as green areas on the recorded plat.

(d) "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.

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

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

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

(h) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each living unit is situated upon its own individual lot.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or living unit situated upon The Properties but, notwithstanding and 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.

(j) "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.

(k) "Developer" shall refer to and mean the Killearn Lakes Developer unless otherwise specified.

ARTICLE III  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns,

for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall automatically be 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 notices 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 of 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. In the event a judgement is obtained, such judgement shall include a reasonable attorney's fee to be fixed by the Court together with the costs of the action. Failure by the Association of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of litigation hereunder to require the Developer to perform any obligation imposed upon him under this Declaration, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees.

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

Section 5. Amendment. This Declaration may be amended at any time with the consent and approval of not less than two-thirds (2/3) of all lot owners voting, provided however that the total number of votes is greater than fifty percent (50%) of all property owners entitled to cast a vote.

Notice of any proposed amendment shall be given in writing to each lot owner by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such a proposed amendment.

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

#### ARTICLE IV DEVELOPER'S RESERVATION TO AMEND

The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract 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 grant reasonable

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

ARTICLE V  
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned unit, as more particularly described in ARTICLE I hereof.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, dock, wall or other structure shall be commenced, erected, or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted 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, composed of representatives as provided in ARTICLE VII. The Architectural Control Committee shall have absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands.

ARTICLE VII  
ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of two members to be appointed by the Developer and a third party to be appointed by the Homeowners Board of Directors. The majority of the committee may designate a representative to act for it. Neither 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 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, soil test, and a plot plan showing pre/post drainage, location and orientation of all buildings, pre/post construction erosion sediment control plan, limits of clearing, discharge area or point for stormwater, anomalies and 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. Exterior Structure Material. The exterior structure material or exterior walls of dwellings must be specifically approved in writing by the Architectural Control Committee.

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, wire, 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.

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

Section 7. No large trees of any kind measuring three (3) 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 approved site for such building.

Section 8. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space 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 of 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 the 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.

Section 10. Where the Developer, its successors and assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

ARTICLE X  
TEMPORARY STRUCTURES

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

ARTICLE XI  
LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 35 feet at the minimum building setback line.

ARTICLE VIII  
LAND USE AND BUILDING TYPE

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

ARTICLE IX  
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 by Capital First, Inc. It shall be the further intent and purpose of these Covenants and Restrictions to protect streams, lakes and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, fish, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, 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 or other wildlife, to make access trails or paths through said Green Areas for the purpose of permitting observation and study of wildlife and hiking, 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 to 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.

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No lot 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 and assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not limited to, the relocation of easements, walkways, and rights of way to conform to the new boundaries of said replatted lots. The Covenants and Restrictions specified herein shall apply to each such modified building lot or lots so created, and each such lot shall be governed by the provisions of the instant Declaration of Covenants and Restrictions.

**ARTICLE XII**  
**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 1,200 square feet. In the event a structure contains more than one story, the ground floor must contain not less than 700 square feet and must be completely finished as living area, and at least 500 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.

**ARTICLE XIII**  
**BUILDING LOCATION**

(a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any. No building shall be located on any lot nearer than 15 feet to the front lot line, or nearer than 15 feet to any side street property line.

(b) No building shall be located nearer than 7 1/2 feet to an interior lot line and must be at least 15 feet from an existing adjacent building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line.

(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 or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line.

(e) 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 lot.

**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 lot within 10 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

**ARTICLE XV**  
**GARAGES AND CARPORTS**

Each Living Unit, except a multifamily structure, shall have

a functional garage or carport attached to the residence. The sides of the garage or carport, which are visible from the street fronting the property, shall be screened in such a manner that objects located inside present a broken or obscured view from the outside.

ARTICLE XVI  
OFF-STREET PARKING

Boats, trailers, campers, or other such vehicles shall be parked or stored within the garage. In no event shall such vehicles be visible from the street which runs in front of the property.

ARTICLE XVII  
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt and have a minimum width of eight (8) feet. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete, stone or brick, and have a minimum width of 30 inches.

ARTICLE XVIII  
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 a manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein will not be permitted except on written approval to the Architectural Control Committee.

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

ARTICLE XIX  
WATER SUPPLY

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

ARTICLE XX  
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with its requirements, standards and recommendations of the State of Florida and Leon County Health Departments. Approval

of such systems as installed shall be obtained from such department or departments.

ARTICLE XXI  
GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate or be burned 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 of disposal of such material shall be kept in a clean and sanitary condition.

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ARTICLE XXII  
WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in 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 as to be acceptable to the Architectural Control Committee.

ARTICLE XXIII  
MAIL BOXES

There shall be a community mail facility where residents shall receive all mail. No individual mail box or paper box or receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or located on any building plot.

ARTICLE XXIV  
SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. No signs of any kind other than authorized traffic control signs shall be placed in the right of ways or common areas without the Homeowners Association approval. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XXV  
PROTECTIVE SCREENING

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

ARTICLE XXVI  
SIGHT DISTANCE AND INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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 XXVII  
EASEMENTS

The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and

other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over the following areas:

- and
- (1) five (5) feet along one (1) side of each building site;
  - (2) such other areas as shown on the applicable plat.

provided further, that the Developer may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. 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.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each 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.

ARTICLE XXVIII  
LIVESTOCK AND POULTRY

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

ARTICLE XXIX  
LAKES, BOATS AND DOCKS

Section 1. Boats. Boats may be powered only by an outboard electric motor having a maximum of three (3) horsepower and shall be maintained and operated at all times in a safe manner according to the safety rules established by the Outboard Boating Club of America, U.S. Coast Guard, or other similar organizations. This section may be amended by unanimous vote of the Architectural Control Committee.

Section 2. Swimming. No swimming shall be permitted in any lake or area maintained by the Killearn Lakes Homeowners Association, Inc. Any owner of a lot or lots abutting upon any lake who swims or permits other to swim from such lot or lots shall do so at their own risk. Neither Capital First, Inc. nor Killearn Lakes Homeowners Association, Inc., assumes any responsibility for the purity of water in the lakes or any damage resulting from their use.

Section 3. Authority and Responsibility. It shall be the sole responsibility of the Association to maintain the aesthetics of all lakes, the discharge of which jurisdiction shall entitle said Association to go on and upon all lakes and an area 20 feet upland from the mean high water mark of all lakes for the purpose of performing its responsibilities to the Members and contributing owners.

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ARTICLE XXX  
OIL AND MINING OPERATIONS

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

ARTICLE XXXI  
NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

ARTICLE XXXII  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or living unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any 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 Lot, or in the case of the existence of a duplex on the Lot one vote per living unit, in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot or living unit, all such persons shall be Members, and the vote for such Lot or living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or living unit.

Class B. Class B Members shall be the Developers. The Class B Member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Section 1 on all issues other than the election of the directors of the association and the amendment of covenants, provided that the Class B membership shall cease and become converted to Class A membership at each time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

Notwithstanding any other provision in this Article, every owner of a Lot or living unit shall at all times be entitled to cast one vote per Lot or living unit on the amendment of restrictive covenants and the election of all directors of the association. The first election of said directors shall be held

before more than 50 percent of the Lots or living units have been sold or conveyed by the Developer.

ARTICLE XXXIII  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

Section 2. Title to Common Properties. The Developer may retain the legal right 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 but not later than January 1, 1996 or when more than 70% of the lots or living units have been sold or conveyed by the Developer, whichever occurs first.

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

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) The right of the Association. As provided in its Articles and Bylaws, to suspend the enjoyment right of any Member for a period 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 presented 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 lot is acquired, which results in membership rights as herein provided.

ARTICLE XXXIV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot or living unit owned by

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him/her within the Properties, hereby covenants and each Owner of any Lot or living unit by acceptance of deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such as assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon and charge on the land and shall be 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 Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In the event of litigation to require the association to perform its obligations under this Section, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees.

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

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

Section 4. Special 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 limitation of Sections 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 and 4 hereof prospectively and 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 Sections 3 and 4 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 2 hereof.

Section 6. Quorum for any Action Authorized under any Sections herein. The quorum authorized for any action authorized by any Sections hereof shall be as follows:

At the first meeting called, as provided in any Sections hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all 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 any Sections herof, 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 assessment 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 annual assessment which may be levied for the balance remaining in the first year of assessment shall be the 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 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 5 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 Lot or living unit, 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 the Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof,) then such assessment shall become delinquent and shall, together with such interest thereon and cost

of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, and personal representatives, successors and assigns. There shall remain, however, a personal obligation of the then Owner for such unpaid assessment for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the 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 judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

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

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 public 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 XXXV 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 lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under ARTICLE XXXIV hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, 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 Lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under ARTICLE XXXIV hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore limited, shall become due and payable in all respects as provided in the same ARTICLE.

IN WITNESS WHEREOF, the undersigned have respectfully caused these presents to be signed in the capacities indicated, this 14 day of August, A.D. 1995

Capital First, Inc.

By: [Signature] MARK CONNER  
7118 Beech Ridge Tr.  
Tallahassee, FL 32312

Attest:

[Signature]  
Laura K. Conrad  
[Signature]  
Annie R. Hill

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day of August, 1995 by Mark Conner, (Title) President, of CAPITAL FIRST, INC., a Florida corporation, on behalf of the corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and it was affixed to said instrument by due and regular corporate authority. He is personally known to me and did not take an oath.

[Signature]  
Notary Public  
Laura K. Conrad



LAURA K. CONRAD  
MY COMMISSION # CC339737 EXPIRES  
January 4, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared By:  
W. CRIT SMITH, Esq.  
SUSAN S. THOMPSON, Esq.  
FRANK S. SHAW, III, Esq.  
Fourth Floor  
3520 Thomasville Road  
Tallahassee, Florida 32309-3468

## LEGAL DESCRIPTION

Commence at a concrete monument (#1254) marking the Southwest corner of Lot 14, Block "F", KILLEARN LAKES UNIT No. 1, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 26, of the Public Records of Leon County, Florida, thence run South 71 degrees 29 minutes 10 seconds East 86.18 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 17 degrees 57 minutes 21 seconds East 385.00 feet to a point in the lake, thence South 89 degrees 29 minutes 28 seconds East 393.00 feet, thence South 00 degrees 30 minutes 32 seconds West 565.00 feet, thence North 89 degrees 28 minutes 02 seconds West 23.31 feet to a concrete monument, thence South 01 degrees 38 minutes 13 seconds West (Bearing Base) 1326.60 feet to a concrete monument, thence South 43 degrees 27 minutes 56 seconds West 274.69 feet to a concrete monument on the Easterly right of way boundary of Kinhega Drive (right of way varies), thence along said right of way the following: North 46 degrees 30 minutes 00 seconds West 216.53 feet to the point of a curve to the right, thence along said curve having a radius of 771.98 feet through a central angle of 49 degrees 10 minutes 21 seconds for an arc distance of 662.53 feet, thence North 02 degrees 40 minutes 21 seconds East 415.31 feet to the point of a curve to the left, thence along said curve having a radius of 804.13 feet through a central angle of 29 degrees 47 minutes 34 seconds for an arc distance of 418.13 feet, thence leaving said right of way run North 51 degrees 53 minutes 56 seconds East 264.95 feet to the POINT OF BEGINNING, containing 25.23 acres, more or less, and being located in the West half of Section 15, Township 2 North, Range 1 East, Leon County, Florida.

The undersigned surveyor has not been provided a current title opinion or abstract to the subject property. It is possible there are other deeds, easements, etc., recorded or unrecorded, that may affect the boundaries.

Exhibit "A"