

KILLEARN ESTATES

COMMERCIAL

SEP 29 4 22 PM 1977

DECLARATION OF COVENANTS AND RESTRICTIONS

AT THE TIME & DATE NOTED  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

STATE OF FLORIDA,

COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, Made and entered into on this 29th day of September A. D. 1977, by KILLEARN PROPERTIES, INC., a Florida corporation; hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property 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 benefit of said property and each owner thereof; and,

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

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

NOW, THEREFORE, the Developer declares that the real property described in Article 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 and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

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

(As per Exhibit "A", which is attached hereto, and, by reference, specifically made a part hereof.)

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

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 Homes Association, Inc.

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

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

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

(e) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(f) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(g) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios or storage areas.

(h) "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.

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

(j) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof, or when the density of Living Units exceeds ten per acre.

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

(l) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. After improvement to the site providing for residential use, "Site" shall mean each residential living unit and its adjoining property. In areas zoned for single-family use, "site" 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.

(m) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.

## ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty(50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Sites has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

## ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS  
AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or 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 release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. With the concurrence of the owners of two-thirds of the property described in Article I, Section 1, the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

## ARTICLE V

ARCHITECTURAL CONTROL

No improvement, as defined herein, shall be commenced, erected, or maintained upon The Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such

building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands.

## ARTICLE VI

### 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 Association. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**Procedure.** The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) 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 plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Committee for approval, a description of materials and such samples of building materials proposed to be used as the Committee shall specify and require.

## ARTICLE VII

### GARBAGE AND REFUSE DISPOSAL

No parcel 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 VIII

### NUISANCES

No noxious or offensive activity shall be carried on upon any parcel, 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 IX

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee, interest in any site which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

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

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

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

## ARTICLE X

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

**Section 2. Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than the 1st day of January 1985.

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

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

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

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

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless ratified

by two-thirds (2/3) vote of the membership represented at such meeting called specifically for such purpose and provided that written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and,

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

## ARTICLE XI

### COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

**Section 3. Basis and Maximum of Annual Assessments.** Until the year beginning January, 1973, the annual assessment shall be Thirty Dollars (\$30.00) per site. From and after January 1, 1973, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) years. Any Member paying the annual dues on or prior to June 1 of the year in which same becomes due, shall be entitled to pay only the sum of Twenty-four Dollars (\$24.00). From and after June 1 of each year, the annual dues shall be Thirty Dollars (\$30.00). The assessment for any commercially zoned parcel shall be at the rate of one (1) annual assessment for a site for each acre, or any portion thereof, in such parcel. No assessment shall be charged or paid for any commercially zoned parcel until after the completion and acceptance of the structure or structures planned therefor and no charge shall be made as against any portion of such parcel or tract upon which no structure or appurtenant improvements actually exist. Vacant land shall not be used in calculating any such assessment.

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 Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the maximum assessments permitted under Section 3 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 2 hereof.

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

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

**Section 7. Date of Commencement of Annual Assessments. Due Dates.** The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer. Assessments for multi-family structures and commercially zoned parcels will not commence until completion of the construction of the structures.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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

**Section 8. Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Site, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

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

**Section 9. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property

in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner and personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the 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 II 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 XII

### 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 site which is subject to assessment under Article XI 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 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 XI 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 II hereof.

ARTICLE XIII  
ADDITIONAL COVENANTS AND RESTRICTIONS

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

ARTICLE XIV  
TEMPORARY STRUCTURES

No structure of a temporary character tent, shack, barn or other temporary building of any type shall be located on any site at any time, except during approved construction.

ARTICLE XV  
WATER SUPPLY

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

ARTICLE XVI  
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 and the Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE XVII  
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or 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 thereof, except for those improvements for which a public authority or utility company is responsible.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary this 29<sup>th</sup> day of September, A.D. 1977.

KILLEARN PROPERTIES, INC.

By: J. T. Williams, Jr.

Its President



Peter J. Kerr  
Its Secretary

STATE OF FLORIDA

COUNTY OF LEON

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

Witness my hand and official seal, this 29<sup>th</sup> day of September, A. D. 1977.

Quinn A. Dyer  
NOTARY PUBLIC

My Commission Expires: 1-29-79

Notary Public, State of Florida at Large.  
My Commission Expires Jan. 29, 1979.



## EXHIBIT A

Commence at the Southeast corner of Lot 35, Block "W" of Killearn Estates Unit No. 7, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 24 of the Public Records of Leon County, Florida, and run thence North 00 degrees 21 minutes 20 seconds West along the East boundary of said Block "W" a distance of 647.05 feet, thence North 89 degrees 38 minutes 40 seconds East 178.91 feet, thence North 09 degrees 38 minutes 30 seconds East 767.00 feet to the Southerly right of way boundary of Shamrock South thence South 75 degrees 28 minutes 30 seconds East along said Southerly right of way boundary 65.24 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 75 degrees 28 minutes 30 seconds East along said Southerly right of way boundary 235.85 feet, thence South 09 degrees 38 minutes 30 seconds West along a line 40.0 feet Westerly of and parallel to the centerline of Centerville Road, a distance of 185.37 feet, thence North 75 degrees 28 minutes 30 seconds West 235.85 feet, thence North 09 degrees 38 minutes 30 seconds East 185.37 feet to the POINT OF BEGINNING: containing 1.00 acre, more or less.

## AND ALSO:

Begin at the Southeast corner of Lot 35, Block "W" of Killearn Estates Unit No. 7, a subdivision as per map or plat thereof, recorded in Plat Book 5, Page 24 of the Public Records of Leon County, Florida, and run thence North 89 degrees 38 minutes 40 seconds East 369.47 feet, thence North 09 degrees 38 minutes 30 seconds East along a line 40 feet Westerly of and parallel to the centerline of Centerville Road a distance of 1160.15 feet, thence North 75 degrees 28 minutes 30 seconds West 235.85 feet, thence North 09 degrees 38 minutes 30 seconds East 185.37 feet, thence North 75 degrees 28 minutes 30 seconds West 65.24 feet, thence South 09 degrees 38 minutes 30 seconds West 767.00 feet, thence South 89 degrees 38 minutes 40 seconds West 178.91 feet to the Easterly boundary of Block "W" of said Killearn Estates Unit No. 7, thence South 00 degrees 21 minutes 20 seconds East along said Easterly boundary 647.05 feet to the POINT OF BEGINNING; containing 10.35 acres, more or less.

This Instrument prepared by:  
Joseph P. Jones, Esq.  
Broad and Cassel  
215 S. Monroe, Suite 400  
Tallahassee, FL 32301  
(850) 681-6810

20100060106  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF  
LEON COUNTY FL  
BK: 4159 PG:906, Page1 of 3  
09/07/2010 at 10:20 AM.

BOB INZER, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION  
CORRECTIVE INSTRUMENT**

STATE OF FLORIDA

COUNTY OF LEON:

August 31<sup>st</sup>, 2010.

**KNOW ALL MEN BY THESE PRESENTS**, that this is an instrument intended to correct and hereinafter amend previously recorded instruments affecting Killearn Estates Subdivision, Units 1 through 54, inclusive, entered into on the date below written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as “Declarant”:

**WITNESSETH:**

**WHEREAS**, on October 28, 1999, Declarant recorded a Declaration of Amendment to Covenants and Restrictions in the Public Records of Leon County, Florida, at Official Records Book 2312, Page 1715, which contained a scrivener’s error in paragraph 5 as it related to Unit 1, and incorrectly reflected Unit 1 as being recorded in Official Records Book 1897, when it should have reflected Official Records Book 187; and

**WHEREAS**, on May 22, 2001, Declarant recorded a Declaration of Amendment to Covenants and Restrictions in the Public Records of Leon County, Florida at Official Records Book 2502, Page 01138, which contained a scrivener’s error in paragraph 3 as it related to Unit 1, and incorrectly reflected Unit 1 as being recorded in Official Records Book 1897, when it should have reflected Official Records Book 187; and

**WHEREAS**, on July 9, 2001, Declarant recorded a Corrective Instrument in the Public Records of Leon County, Florida, at Official Records Book 2524, Page 2131, which contained a

scrivener's error in paragraph 3 as it related to Unit 1, and incorrectly reflected Unit 1 as being recorded in Official Records Book 1897, when it should have reflected Official Records Book 187; and

**WHEREAS**, Declarant hereby declares a need to correct the scrivener's errors in order to clarify and preserve the original intent of the document, and;

**NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED**, Declarant hereby corrects and hereinafter amends the previously recorded Declarations of Amendment to the Covenants and Restrictions, and Corrective Instrument, in the following manner:

1. Paragraph 5 of the originally recorded Declaration of Amendment to the Covenants and Restrictions at Official Records Book 2312, Page 1715, shall be corrected, in part, and hereinafter amended, as it relates to Unit 1, to reflect Unit 1 as being recorded in Official Records Book 187; and

2. Paragraph 3 of the subsequently recorded Declaration of Amendment to Covenants and Restrictions at Official Records Book 2502, Page 01138, shall be corrected, in part, and hereinafter amended, as it relates to Unit 1, to reflect Unit 1 as being recorded in Official Records Book 187; and

3. Paragraph 3 of the Corrective Instrument subsequently recorded at Official Records Book 2524, Page 2131, shall be corrected, in part, and hereinafter amended, as it relates to Unit 1, to reflect Unit 1 as being recorded in Official Records Book 187.

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

Attest:

KILLEARN HOMES ASSOCIATION, INC.

By: Brian T. Tuma

By: Bob Ippolito

Its: Executive Director

Its: President

(Corporate Seal)

STATE OF FLORIDA       )  
COUNTY OF LEON       )

The foregoing instrument was acknowledged before me this 31st day of August, 2010 by Bob Ippolito, as President of the Killearn Homes Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced personally known as identification.

Susan T. Barlow  
NOTARY PUBLIC  
My Commission Expires:



KILLEARN ESTATES SUBDIVISION  
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA  
COUNTY OF LEON

January 1st, 2014

KNOW ALL MEN BY THESE PRESENTS, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killearn Estates Subdivision, Units 1 through 57, inclusive, entered into on the date above written, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation hereinafter referred to as "Declarant:"

WITNESSETH:

WHEREAS, Declarant is the Assignee of Developer Killearn Properties, Inc.'s right to amend the Covenants and Restriction applicable to Killearn Estates Subdivision for the purpose of increasing the annual assessment due and payable by each and every Member.

WHEREAS, said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

WHEREAS, there has been a vote by the Membership, either in person or by proxy, utilizing the manner proper and prescribed by the various applicable Covenants and Restrictions on the issue as to whether or not the annual assessment due and payable by each and every Member shall be increased; and

WHEREAS, the necessary number of Members have voted in the affirmative to pass said amendment to the Covenants and Restrictions thereby increasing the annual assessment due and payable by each and every Member.

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,  
Declarant hereby amends the Covenants and Restrictions pertaining to those Units of the  
Killearn Estates Subdivision fully described below as follows:

1. This instrument hereby delineates a new annual assessment schedule,  
applicable to each and every Member;
2. The new annual assessment, moved by the Membership and affirmed by  
proper procedure, shall be as follows:
  - a) Single Family Dwelling - \$150.00 per year
  - b) Multi-Family Dwelling - \$75.00 per year
  - c) Single Family Dwelling on lakefront - \$225.00 per year
  - d) Multi-Family Dwelling on lakefront - \$112.50 per year
3. This instrument does not alter or change any Article or Section of the  
Covenants and Restrictions concerning or regarding the date when annual  
assessments become due and payable;
4. As used in this instrument, the terms "dues," "membership dues,"  
"assessments" and "annual assessments" are interchangeable;
5. The appropriate record data of the affected Covenants and Restrictions is as  
follows:

## In the Leon County, Florida, Public Records:

<u>Unit</u>	<u>O.R. Book</u>	<u>Page No.</u>
1	187	254
	193	485
	264	383
2	212	496
	264	383
3	242	361
	264	383
4	232	218
	264	383
5	347	351
6	242	383
	264	383
	269	270
7	297	45
8	387	10
9	347	351
	394	184
10	403	130
11	451	295
12	451	312
14	530	492
15	465	230
16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070
25	1420	1431
26	1025	1288
27	1284	1677

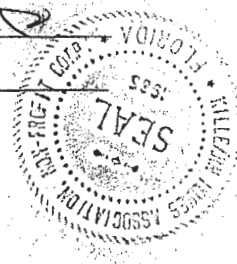
Unit	O.R. Book	Page No.
28	747	276
	780	767
	1146	485
	1360	1025
	1373	771
29	993	427
30	968	2353
31	1237	1079
32	993	22
33	1094	22
34	1073	2393
35	993	427
36	1157	1203
37	1458	0181
38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491
55	878	359
56	931	177
57	1436	0487

6. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killearn Estates Subdivision.
7. Except as amended herein, all other Covenants and Restrictions remain in full force and effect.

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

KILLEARN HOMES ASSOCIATION, INC.

By: Bob Ippolito  
 Its: President  
 (Corporate Seal)



Attest:  
 By: [Signature]  
 Its: Vice President

STATE OF FLORIDA )  
 COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 24th day of July, 2014, by BOB IPPOLITO, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.

Susan T. Barlow  
 NOTARY PUBLIC  
 My commission Expires



STATE OF FLORIDA, COUNTY OF LEON

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of an instrument recorded in the official records of Leon County, Florida. With my hand and seal of office this 23 day of July, 2015.



BOB INZER  
 Clerk of County Court  
 By: [Signature] D.C.