

Unit 34
BARRON PARC

This instrument was prepared by:
JOHN K. FOLSOM
122 South Calhoun Street
Tallahassee, Florida 32301

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENT FOR

BARRON PARC

This Declaration, made effective as of the 13th day of MARCH, 1990, by BROWNSTONE SOUTHEAST, INC., hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant as of the effective date hereof was the owner of certain real property lying and being in Leon County, Florida, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, Declarant is the developer and subdivider of the property and desires to create thereon a residential community and incident thereto provide for the possible future inclusion or construction and development by Declarant of common facilities for the benefit of the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and for the maintenance of any such common facilities, service and properties so developed and provided to the community; and to this end, Declarant desires to subject the property, together with such other and additional property as may hereafter be made subject to this Declaration, to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each and all of which is for the protection and benefit of the property and each and every Owner of any and all parts thereof; and each of which shall inure to the benefit of and run with the property; and

WHEREAS, Declarant deems it desirable, to carry out the purposes herein stated, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the provisions herein stated and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created;

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, Barron Parc Homeowners Association, Inc., hereinafter referred to as the "Association" which, as a beneficiary of this Declaration shall have the power and responsibility to administer and enforce the provisions of this Declaration and to collect and disburse the assessments and charges hereinafter created, and shall have the other powers and responsibilities set forth in the Association's Articles of Incorporation and By-Laws, as amended from time to time.

NOW, THEREFORE, Declarant declares that the property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied, and used subject to the covenants, restrictions, conditions, easements, agreements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any lot or real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of said terms

and conditions.

ARTICLE I
DEFINITIONS

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

(a) "Association" shall mean and refer to the Barron Parc Homeowners Association, Inc., a Florida non-profit corporation.

(b) "Properties" shall mean and refer to the property and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions hereof.

(c) "Lot" shall mean and refer to any of the 19 lots shown on the map of Exhibit "A" prepared by Clayton Anderson.

(d) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties, but, notwithstanding any applicable theory of any security deed, deed to secure debt, or mortgage encumbering any lot, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure.

(e) "Member" shall mean and refer to those persons who are members of the Association as provided in Article III hereof provided, however, there shall be no more than two members of any lot as determined by a vote of the Owners of each lot.

(f) "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three persons not all so related, who maintain a common household in a residence on a lot.

(g) "Improvement" shall mean all structures and appurtenances thereto of every type and kind including but not limited to buildings, walkways, garages, driveways, parking areas, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, street signs, and exterior air conditioning equipment.

(h) "Declarant" shall mean and refer to Brownstone Southeast, Inc. together with those successors in title thereto who come to stand in the same relation to the properties as its predecessor did, provided that such successors in title are designated in writing by their predecessor as successors in title to the rights of the Declarant hereunder.

(i) "Builder" shall mean and refer to any Owner responsible for the construction of a single family residence on a lot for resale to others and shall not include an Owner building such improvements for his, her, or its own use as a residential dwelling.

ARTICLE II

PROPERTY SUBJECT TO THIS
DECLARATION; MUNICIPAL ANNEXATION REQUIREMENTS

Section 1. EXISTING PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described in Exhibit "A."

ARTICLE III
MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

(a) Every person or entity who is a record Owner of a fee simple estate, or a life estate, in any lot, which is subject to this Declaration 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, and further provided that there shall be no more than two Members for any lot, said two memberships to be as determined by a vote of the Owners of any jointly owned lot. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

(a) CLASS A: Class A Members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A Members shall be entitled to vote for each lot 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, all such persons shall be Members, and the vote for such lot shall be exercised as they among themselves determine, not to exceed one vote per lot.

(b) CLASS B: The Class B Member shall be the incorporator, Brownstone Southeast, Inc., who shall be entitled to twenty (20) votes for each lot within the subdivision owned by the incorporator. The Class B membership shall cease and be converted to Class A membership upon Brownstone Southeast, Inc.'s conveyance of ownership of all lots to another party or parties.

Section 3. MEETINGS OF THE MEMBERSHIP. All matters concerning meetings of the Members of the Association, including the time within which notice of any of said meetings shall be given to Members and the quorum required for the transaction of business at any meetings, shall be as specified in the Articles or By-Laws of the Association, as amended from time to time, and by law.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner shall by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association:

- (a) Annual assessments or charges;
- (b) Special assessments or charges for the purposes set forth in Section 4 of this Article IV, such assessments to be fixed, established and collected from time to time as hereinafter provided.

Such annual and special assessments together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such real property at the time when the assessments first became due and payable. In the case of co-ownership of any lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessments.

Should the Association be required to employ an attorney to collect any assessments, it shall be entitled to collect in addition thereto, all costs of collection including reasonable attorneys fees.

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 Owners and residents in the properties and in particular for the acquisition, improvement, repair, replacement, maintenance and operation of the common properties and to pay for the services which the Association is authorized as obligated to provide including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repairs, replacement, and additions to common properties including the median areas and holding ponds, payment of the cost of labor, equipment, material, management and supervision, necessary to carry out its authorized functions.

Notwithstanding the levy of annual or special assessments as aforesaid, the Declarant and/or the Association shall be entitled to charge a users fee for facilities within the properties owned or operated or built at the expense of the Declarant and/or the Association. Such fees shall include, by way of illustration and not by way of limitation or implied obligation upon Declarant and the Association, tennis fees or pool fees.

Section 3. MAXIMUM ANNUAL ASSESSMENT. The maximum annual assessment per lot shall be no greater than Two Thousand Four Hundred Dollars (\$2,400.00) except as follows:

(a) At the March meeting each year the Board of Directors may increase the maximum up to 10% to cover the inflationary factor.

(b) The Board of Directors, on or about March 1st of each year, shall fix the per lot annual assessment at an amount it deems appropriate but not in excess of the maximum as established for that year.

Section 4. SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND ADDITIONS. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected maintenance or repair and replacement of roadways and drainage easements and capital improvements thereon, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes cast at a duly called meeting of the Association.

Section 5. DATE OF COMMENCEMENT AND PRORATION OF ANNUAL ASSESSMENTS DUE DATE. The annual assessment shall be fixed on a calendar year basis, provided however that liability for payment of the initial annual assessment shall not commence until a date set by the Board of Directors. The Association may provide for monthly, quarterly, or semi-annual payment due dates for the annual assessment in lieu of an annual payment date, provided the Owners are given thirty (30) days prior notice of any change. Payment of the assessment shall be delinquent thirty (30) days after any due date or billing date. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. UNIFORM RATE OF ASSESSMENT. The amount of any annual or special assessment shall be the same for all lots excluding lots owned by Declarant which are exempt from assessment as hereinafter provided, and shall be payable by an Owner irrespective of whether or not such Owner actually uses all or any portion of the facilities or services covered by any such assessments.

Section 7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall have such powers and duties as are prescribed in the Association's Articles and By-Laws, as amended from time to time, and by law, which shall include the following duties: to fix the due date of all special, annual or other periodically payable assessments; to cause written notice of every assessment to be sent to the Owner subject thereto at least ten (10) days prior to the due date thereof; upon demand at any time to cause to be furnished to any person legitimately interested a statement in writing signed by the President, the Treasurer, or other appropriate officer of the Association setting forth the amount of any unpaid assessment with respect to any lot subject to assessment by the Association or stating that all assessments with respect to the lot which is the subject of the statement have been paid, as the case may be. As between the Association and any such person who relies on any such statement so furnished, such statements shall be conclusive against the Association of all facts and figures therein stated to be true and accurate.

Section 8. SUBORDINATION OF CHARGES AND LIENS TO SECURITY DEEDS.

(a) The lien and permanent charge of any assessment (together with interest thereon and costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any purchase money mortgage or any secured purchase money mortgage placed on such lot if, but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as related to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such security deed or the sale or transfer of the encumbered property pursuant to any proceeding in lieu of foreclosure.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the encumbered property of the Owner's personal obligation to pay all assessments coming due at a time when he is the Owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as against a security deed grantee or such grantee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the security deed grantee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then and subsequent Owners from liability for any assessment provided for hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association may at any time, either before or after any security deeds are placed on such property, waive, relinquish or quit claim in whole or in part the right of the Association to collect the assessments provided for hereunder with respect to such property coming due during a period while such property is or may be held by a security deed grantee pursuant to such sale or transfer.

Section 9. EXEMPT PROPERTY.

(a) Until conveyed to an Owner other than Declarant or a Builder of a single family home to be located on a lot, each lot which is subject to this Declaration shall be exempt from the assessments, charges and liens created herein while owned by Declarant or said Builder. Notwithstanding any other language to the contrary in this Declaration, this provision shall not be modified, amended or revoked without the express written consent of Declarant.

(b) All common properties, including any lot which may be designated for use as such by Declarant, shall be exempt from the assessments, charges and liens created herein.

(c) So long as any lot is vacant or until the improvements are occupied by a family for residential purposes the lot will be exempt from assessments.

ARTICLE V

ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

Section 1. ARCHITECTURAL COMMITTEE.

(a) No building or improvement shall be erected, placed or altered on any lots until the building plans and specifications and a plot plan showing the location of such building has been approved in writing as to architectural standards and as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished grade elevations, by an architectural control committee composed of William L. Brown, the Grantor and such additional members as may be appointed by the Declarant (the "Committee"); reserving to the Declarant the right to remove any member. Committee members, and the Declarant, shall not be liable to any persons subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for any other loss arising out of their acts hereunder; it being understood an aggrieved party's remedies shall be restricted to injunctive relief and no other. Plans should be submitted to the chairman of the architectural control committee.

(b) In order to assure that the houses be located with regard to the ecological constraints and topography of each individual lot, taking into consideration the location of large trees and similar considerations, the Declarant and the Committee reserve the right but shall not be required to decide absolutely and solely the precise site and location of any house or dwelling or other structure upon all lots; provided however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site.

(c) Refusal or approval of plans, specifications, builder, or location may be based upon any grounds including purely aesthetic considerations which in the sole and uncontrolled discretion of the Committee are deemed sufficient.

(d) The Committee reserves the right to, but shall not be obligated to, require any builder, prior to performing work on the properties, to be approved by the Committee as to financial stability, building experience and ability to build structures of the class and type of these which are to be built on the properties.

(e) The exterior of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or Builder due to strikes, fires, national emergency or natural calamities.

(f) In the event any Owner violates the terms of this Section 1 of Article V, the Association, or its duly appointed agent, shall, after thirty (30) days written notice to Owner to cure such violation, and failure of Owner to so cure within such period, be entitled to enter upon the property of Owner and cure such defect including removal of any structure built in violation hereof, all at the costs and expense of Owner. This right of the Association, or its agent, shall be in addition to all other general enforcement rights which the Association may have for a breach or a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by the Association or its agent.

(g) When submitting plans for approval by the architectural control committee, the following must be included, if required by the Committee, in the package, but items two (2) through four (4) may be submitted after the initial approval of the first item is given:

- (1) Three (3) sets of building plans to be submitted for approval to Architectural Control Committee and must be approved by the architect member of the committee.
- (2) Site plan including detail landscape plan and spotting of all trees with diameters of eighteen (18) inches or greater.
- (3) Detail description of materials and specification on exterior and interior including color alternatives for all paint.
- (4) Roof and brick material samples with color alternative.

Section 2. RESTRICTIONS ON USE AND RIGHTS OF THE DECLARANT AND ASSOCIATION AND BUILDING REQUIREMENTS.

(a) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No temporary house, shack or tent shall be erected on said lots or parcels used for residential purposes; and no lot may be used for a school, kindergarden, nursery or daycare. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height with a private attached garage for not more than three cars and not less than two cars. Said garages shall not be enclosed by any owner for the purpose of creating additional floor space designed primarily for residential purposes as opposed to the parking of cars.

(b) QUALITY AND SIZE. No dwelling shall be permitted in which the floor area of a one-story structure, exclusive of open porches and garages, is less than Fifteen Hundred (1,500) square feet. No dwelling shall be permitted in which the floor area of a two-story structure, exclusive of open porches and garages, is less than Seventeen Hundred (1,700) square feet. Dwellings erected on any lot shall each have not less than the number of square feet of floor space specified in the subdivision regulations as promulgated by the Barron Parc Homeowners Association and deed restrictions.

(c) NUISANCES. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel be used for keeping or breeding livestock animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. Garbage containers shall be enclosed. No noxious or offensive activities 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.

(d) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be located on any lot either temporarily or permanently except as may be approved by the Committee. This restriction shall not apply to shelters used by contractors during the construction of any residence or to the Association. No out buildings or storage units may be constructed or maintained separate from the residence on any lot. Plans should provide for sufficient storage space.

(e) 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 excavation or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(f) SEWAGE DISPOSAL. No individual sewage-disposal (septic tank) system shall be permitted on any lot.

(g) PARKING OF VEHICLES. No lot shall be used for a parking lot or storage for hot rods, junk cars, racing cars, tractors, trailer type trucks, trailer buses, or other commercial or industrial vehicles. Boats, trailers, or recreational vehicles shall be parked only to the rear of residences or in enclosed garages so as not to be visible from the road.

(h) MAINTENANCE. The premises to which these covenants apply or structures to be constructed thereon shall not be allowed to deteriorate in appearance to the detriment of the surrounding property. Lawns and shrubbery along with suitable ground cover must be installed around all houses and shall be properly cared for and all buildings painted at proper and necessary intervals.

(i) BUSINESS USE PROHIBITED. No business or occupation of any type shall be conducted on or from any lot.

(j) VENTING OF BATHROOMS AND KITCHEN. No window air conditioning units shall be installed in the front or any side of a building, and all exterior central heating and/or air conditioning compressors or other equipment shall be located to the rear of the residence and shall not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE VI

RESERVATION OF EASEMENTS

Section 1. ACCESS. Declarant, Brownstone Southeast, Inc. specifically reserves unto Declarant and the Association the right to an easement for ingress and egress to and from and over any of the properties as shown on the plans of Barron Parc, unrecorded, for access and to service any of the common properties or easements provided for herein. Reciprocal easements are hereby reserved for the benefit of adjoining lot Owners for the control, maintenance and repair of the utility, water and sewer lines affecting or crossing any lot.

Section 2. UTILITIES AND DRAINAGE. Declarant, on its behalf, on behalf of the Association and on behalf of such utility companies as may from time to time service Brownstone Southeast, Inc. or the properties, and their agents and licensees, without further assent or permit, reserves the right, title and privilege of a general easement, which shall be perpetual, alienable and assignable, to go in and on the properties with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises, in a proper and workmanlike manner, electric, water, gas, telephone, sanitary and storm sewer drainage systems, and other conveniences including cablevision or television and utilities (such services hereinafter referred to collectively as "utility systems"), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains and other equipment, apparatus, appliances, buildings and structures necessary or convenient to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The easement hereby reserved shall include the right to enter upon the premises with men and equipment for the purpose of inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the property maintenance and operation of the various utility systems. The

easement hereby reserved shall also include the right to construct drainways for surface water whenever such action may appear to Declarant to be necessary. These reservations, however, shall not be considered an obligation of Declarant to provide or maintain any such utilities or services. The exercise of this easement for the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any lot subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years from the date this Declaration is recorded. After the twenty (20) year period, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years each. At any time, if a written agreement is recorded in the real estate records of Leon County, Florida, by the terms of which these covenants and restrictions are changed, modified or extinguished in whole or in part, as may be described in such agreement, which agreement shall be executed by the Association after approval of such action by seventy percent (70%) of the votes cast at a duly called meeting of the Association. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance to this Declaration, by that the covenants and restrictions of this Declaration, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

Section 2. AMENDMENTS. This Declaration can be amended at any time provided that a majority of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment except as provided in Article IV, Section 4. If any proposed amendment to this Declaration is approved by the members as set forth above, the President or Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than thirty (30) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of such Association, the total number of votes required to constitute a quorum of a meeting of the Association, the number of votes required to adopt an amendment, the total number of votes cast against the amendment. Such amendment shall be recorded in the official real estate records for Leon County, Florida. The Declarant may unilaterally amend this Declaration without the consent or approval of the Association or other Owners for a period of 36 months from the date hereof, and may amend these general covenants and restrictions by supplemental declarations thereto which amendment shall bind all the properties; provided, however, that such Supplemental declarations to these general covenants and restrictions shall not bind without the consent of the Owners thereto, any portions of the properties which have been previously sold by the Declarant and a deed evidencing such sale has been recorded in the official real estate records of Leon County, Florida.

Section 3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice is thereby given, when mailed with the proper postage affixed 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. It shall be the obligation of every Member to notify the Secretary of the Association in writing of any change of address.

Section 4. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding by law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, damages, or by any appropriate proceeding at law or in equity 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 5. INTERPRETATION. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Association, will best effect the intent of the general plan of development and maintenance set forth hereinabove. The covenants and restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 6. DELEGATION AND ASSIGNABILITY. Declarant shall at all times and from time to time have the right to delegate and assign to the Association any and all rights and functions herein reserved to Declarant.

Section 7. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 8. CAPTIONS. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Articles or Section to which they refer.

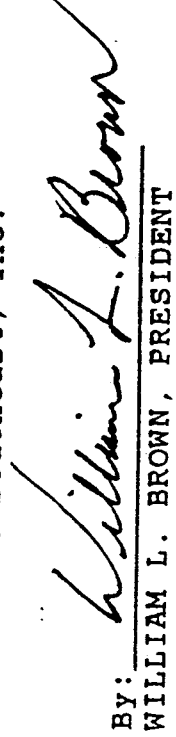
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Barron Parc be executed by Declarant the day set forth above.

Signed and delivered
in the presence of:



Brownstone Southeast, Inc.

By:



WILLIAM L. BROWN, PRESIDENT



STATE OF FLORIDA

COUNTY OF LEON

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF EASEMENT FOR BARRON PARC was acknowledged before me by WILLIAM L. BROWN as PRESIDENT of BROWNSTONE SOUTHEAST, INC., a DELAWARE corporation, on behalf of the corporation, this 15 day of March, 1990.


NOTARY PUBLIC

State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 29, 1992
Bonded Thru Troy Fain - Insurance Inc.



This Instrument prepared by:

Jennifer A. Winegardner, Esq.
Broad and Cassel
215 S. Monroe, Suite 400
Tallahassee, FL 32308

KILLEARN ESTATES SUBDIVISION
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON:

OCTOBER 28th, 1999.

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 36 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 "curing any ambiguity in or any inconsistency between the provisions contained herein..." Said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2151, Page 918;

WHEREAS, there has been confusion regarding the due date for annual assessments or charges and Declarant hereby declares the need to amend the covenants and restrictions, in accord with its assigned right to do so, to cure any inconsistencies or ambiguities in this regard;

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

1. Any Article or Section of the Covenants and Restriction which declares, implies or references June 1 as the due date for any yearly assessment or delinquency shall be and hereby is deleted.
2. This document does not alter or change any Article or Section of the Covenants and Restrictions declaring April 1 as the date when annual assessments (except for year 1) become due and payable;
3. This document does not alter or change the amount of annual membership dues but only cures an inconsistency and ambiguity in the Covenants and Restrictions;
4. As used in this Amendment, 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	1897	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



BK: R2312 PG: 01717

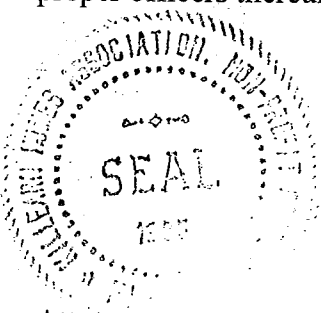
7	297	45
8	387	10
9	347	351
	394	184
10	403	130
11	451	295
12	451	312
14	530	492
15	465	230
16	550	719
	592	244
	700	606
17	493	233
18	847	545
19	903	1542
20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070
25	1420	1431
26	1025	1288
27	1284	1677
28	747	276
	780	767
	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

6. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, please 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.

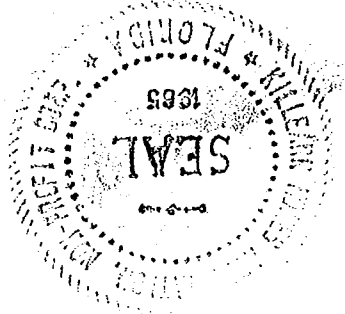
KILLEARN HOMES ASSOCIATION, INC.



By: Roger J. Osborne
Its: PRESIDENT
ROGER J. OSBORNE
(Corporate Seal)

Attest:

By: Arthur G. Wimer, Jr.
Its: SECRETARY
ARTHUR G. WIMER, JR.
STATE OF FLORIDA)
COUNTY OF LEON)



The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 1999, by ROGER OSBORNE, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally know to me or has produced _____ as identification.

Laurie Rigg
NOTARY PUBLIC
My Commission Expires:





BK: R2445 PG: 02105

This Instrument prepared by:

Joseph P. Jones, Esq.
Broad and Cassel
215 S. Monroe, Suite 400
Tallahassee, FL 32308

R20000090377

RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: R2445 PAGE: 02105
DEC 21 2000 11:57 AM
DAVE LANG, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA
COUNTY OF LEON:

December 14, 2000.

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 54, 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 Killlearn 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 - \$75.00 per year
 - (b) Multi-Family Dwelling - \$37.50 per year
 - (c) Single Family Dwelling on lakefront - \$112.50 per year
 - (d) Multi-Family Dwelling on lakefront - \$56.25 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	1897	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
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	592	244
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20	855	505
21	932	1763
22	982	36
	984	453
23	748	528
	906	298
	1075	1841
24	1505	2070
25	1420	1431



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27	1284	1677
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

6. All owners and prospective purchasers of the several units of Killlearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killlearn 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.

Roger J. Osborne
By: *Roger J. Osborne*
Its: PRESIDENT

(Corporate Seal)

Attest:

Arthur G. Wines, Jr.
By: *Arthur G. Wines, Jr.*
Its: SECRETARY

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by *Arthur G. Wines, Jr.*, as Secretary of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. (He) She is personally known to me or has produced _____ as identification.



Laurie Rigg
NOTARY PUBLIC
My Commission Expires:



This Instrument prepared by:

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



BK: R2502 PG: 01138

R20010037705
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: R2502 PAGE: 01138
MAY 22 2001 10:18 AM
BOB INZER, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA

COUNTY OF LEON:

May 18, 2001.

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 54, 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 "curing any ambiguity in or inconsistency between the provisions contained herein ..."

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

WHEREAS, there has been confusion and ambiguity amongst the Membership regarding where boats, trailers, other vehicles, campers, or cars shall be properly parked on the respective Member's property and Declarant hereby declares the need to amend the covenants



and restrictions, in accord with its assigned right to do so, to cure any inconsistencies or ambiguities in this regard.

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,

Declarant hereby amends the covenants and restrictions pertaining to those Units of the Killlearn Estates Subdivision fully described below as follows:

1. This instrument hereby deletes any reference to the following language:

“Boats, trailers, campers or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property” ;

found in:

<u>Unit</u>	<u>Article</u>
10	IX
11	IX
12	IX
15	IX
17	IX
27	IX
31	IX
37	IX
38	IX
39	X
40	IX
41	X

and;

“Except in areas zoned for multi-family use, boats, trailers, campers, or other vehicles shall be parked or stored within the



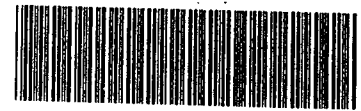
garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property” ;

found in:

<u>Unit</u>	<u>Article #</u>
14	IX
16	IX
18	IX
19	IX
20	IX
21	IX
22	IX
23	IX
25	IX
26	IX
28	IX
29	IX
30	IX
32	IX
33	IX
35	IX
36	IX
51	IX
53	IX
54	IX

and;

“Nothing, other than automobiles shall be parked in the driveway. Boats, trailers, and campers shall be parked or stored within the garage or placed behind the residence, and in no event shall the vehicles be visible from the street which runs in from of the property”;



found in:

<u>Unit</u>	<u>Article #</u>
50	XXX

2. This instrument hereby adds or replaces, whichever may be appropriate, the following language to the covenants and restrictions of those Units of Killearn Estates fully described in Paragraph 5, below:

“Except for areas zoned for multi-family use (which areas are subject to separate rules, covenants and restrictions), no boat, trailer, camper or vehicle other than those vehicles utilized for personal transportation purposes which are operable, registered and/or licensed for operation on the public roads, shall be parked where visible from the street which runs in front of the residence (in the case of residences located on corner lots, the side or abutting street is applicable in addition to the street directly in front of the residence) for more than two consecutive days during any thirty day period or as otherwise expressly authorized by Killearn Homes Association, Inc..

In no event shall any boat, trailer, camper, or other vehicle, including but not limited to, those vehicles utilized for personal transportation purposes which are operable, registered and/or licensed for operation on the public roads, be parked on the grass or lawn area where visible from the street which runs in front of the residence (in the case of residences located on corner lots, the side or abutting street is applicable in addition to the street directly in front of the residence) overnight without the express written authorization of Killearn Homes Association, Inc..



BK: R2502 PG: 01142

Any boat, trailer, camper, or other vehicle, including those vehicles utilized for personal transportation purposes which are operable, registered and/or licensed for operation on the public roads, that are to be stored on the Member's property must be stored either in the garage or behind the residence so as to not be visible from the street which runs in front of the property (in the case of residences located on corner lots, the side or abutting street is applicable in addition to the street directly in front of the residence).

3. 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	1897	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
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	984	453
23	748	528
	906	298
	1075	1841
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26	1025	1288
27	1284	1677
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

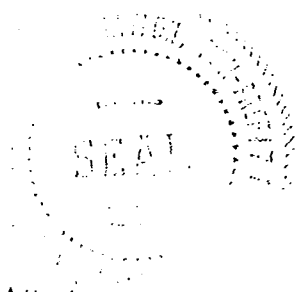


4. All owners and prospective purchasers of the several units of Killearn Estates Subdivision in Leon County, Florida, hereby and thereby take notice of this reported change in the Covenants and Restrictions of the Killearn Estates Subdivision.

5. 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: [Signature]
Its: President

(Corporate Seal)

Attest:

By: [Signature]
Its: SECRETARY

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 18 day of MAY, 2001 by ROGER OSBORNE, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally know to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires:



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

R20010051701
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2524 PG: 02131
JUL 11 2001 09:51 AM
BOB INZER, CLERK OF COURTS

**KILLEARN ESTATES SUBDIVISION
CORRECTIVE INSTRUMENT**

STATE OF FLORIDA

COUNTY OF LEON:

July 9th, 2001.

KNOW ALL MEN BY THESE PRESENTS, that this is an instrument intended to correct and hereinafter amend a previously recorded instrument 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 May 22, 2001 at 10:18 AM, Declarant recorded a Declaration of Amendment to Covenants and Restrictions in the Public Records of Leon County, Florida at Official Record 2502, Page 01138, which contained a scrivener's error, to wit:

"2. This instrument hereby adds or replaces, whichever may be appropriate, the following language to the covenants and restrictions of those Units of Killearn Estates fully described in Paragraph 5, below:"

and;

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

WHEREAS, the original recorded Declaration of Amendment to Covenants and Restrictions is attached hereto as Exhibit A for reference purposes only.

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,

Declarant hereby corrects and hereinafter amends the previously recorded Declaration of Amendment to the Covenants and Restrictions in the following manner:

- 1. Paragraph 2 of the originally recorded Declaration of Amendment to the Covenants and Restrictions shall be corrected and hereinafter amended to reflect the following:

“This instrument hereby adds or replaces, whichever may be appropriate, the following language to the covenants and restrictions of those Units of Killlearn Estates fully described in Paragraph 3, below:”

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: Roger J. Osborne
Its: President Roger J. Osborne

(Corporate Seal)

Attest:

By: Arthur G. Wimer Jr.
Its: SECRETARY Arthur G. Wimer Jr.
STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 9th day of July, 2001 by ROGER J. OSBORNE, as PRESIDENT of the Killlearn Homes Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally know to me or has produced _____ as identification.

Laurie Rigg
NOTARY PUBLIC

My Commission Expires:



This Instrument prepared by:

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

**KILLEARN ESTATES SUBDIVISION
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killlearn Estates Subdivision, Units 1 through 54, 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 Killlearn Properties, Inc.'s right to amend the covenants and restriction applicable to Killlearn Estates Subdivision for the purpose of "curing any ambiguity in or inconsistency between the provisions contained herein ..."

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

WHEREAS, there has been confusion and ambiguity amongst the Membership regarding the procedure for the approval or disapproval, whichever the case may be, by the Architectural Control Committee of any plans or specifications submitted by the Members and Declarant hereby declares the need to amend the covenants and restrictions, in accord with its assigned right to do so, to cure any inconsistencies or ambiguities in this regard.

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,

Declarant hereby amends the covenants and restrictions pertaining to those Units of the Killlearn Estates Subdivision fully described in Paragraph 3, below, as follows:

1. This instrument hereby deletes the language contained within the following ARTICLES:

ARTICLE XXIV UNITS - 1,2,3,4,5,6,7,9
and;

ARTICLE VII UNITS - 8,10,11,12,14,15,16,17,18,
19,20,21,22,23,24,25,26,29,30,31,32,
33,35,36,37,38,51,53,54

and;

ARTICLE VI UNIT - 27

and;

ARTICLE VII UNIT - 28

and;

ARTICLE VII UNITS - 39,41

and;

ARTICLE VI UNIT - 40

and;

ARTICLES XI,XII UNIT - 50

and;

ARTICLE VII UNIT - 34 FAIRWAYS

and;

ARTICLE V UNIT - 34 BARRON PARC

2. This instrument hereby replaces the language deleted within the ARTICLES
aforementioned in Paragraph 1, with the following language as if fully rewritten and
incorporated therein:

Section 1. Membership

The Architectural Control Committee shall be composed of three members, all of which shall be appointed by the Board of Directors of the Association. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall be empowered to appoint a successor, which appointment shall be fully ratified by a majority vote of the entire Board of Directors of the Association. If the remaining Members cannot agree on a successor then the entire Board of Directors of the Association shall be empanelled and shall vote, in accordance with the Board's voting procedures, on a successor to the Committee.

Section 2. Term

The members of the Architectural Control Committee shall serve a term of two full calendar years beginning January 1. Committee members may be reappointed at the end of their term in the sole and absolute discretion of the Board of Directors.

Section 3. Compensation

No Committee member, nor any designated representative shall be entitled to compensation for services performed pursuant to this covenant.

Section 4. Removal of Committee Members

Any or all Committee members may be removed at any time, either with or without cause, by a majority vote of the Board of Directors.

Section 5. Purpose

The Architectural Control Committee shall be charged with regulating the aesthetic environment and standards within Killlearn Estates by ensuring compliance with the

existing restrictive covenants and any other standards deemed applicable by the Committee.

Section 6. Approval Necessary

No building, structure, fence, dock or other improvement may be constructed, erected, installed, altered, or structurally modified without the prior written consent of the Committee.

Section 7. Required Submission.

At least ten (10) days prior to the commencement of construction, erection, installation, alteration or structural modification of any building, structure, fence, dock or improvement located within Killlearn Estates, the owner of the property upon which construction, erection, installation, alteration or structural modification is to be made must submit three (3) complete sets of plans to the Committee for review and subsequent approval, disapproval or approval conditioned upon modification.

For the purposes of this Section, a complete set of plans shall include, but not be limited to: foundation plans, floor plans, sectional/cross sectional details, elevation drawings of all exterior walls, roof plans, plot plans showing the placement of the improvement upon the property complete with all building restriction and setback lines and landscape plans showing types, sizes and locations of all shrubs, ground covers, turfs, trees to be planted as well as all protected trees. Protected trees are those trees which measure twelve (12") inches or more in diameter at a height measured three (3') feet above the natural ground elevation. In no event may a protected tree may be removed without the prior written consent of the Committee. In addition, the owner must submit a complete description and samples (including color selections) of all materials to be included if so desired by the Committee.

The Committee, in its sole and absolute discretion, reserves the right to request any additional information or detail it deems necessary, or request the modification of any

previous submission, to render said decision and may withhold approval until such time as it is provided with the additional information.

Section 8. Applicable Standard.

The Committee shall have the absolute and exclusive right to refuse to approve any submission, or a portion of any submission, which, in its opinion, is not suitable or desirable for any reason, including reasons of pure aesthetics, inconsistency with the overall harmony of the neighborhood or inconsistency with future development.

Section 9. Time.

The Committee shall utilize best efforts to timely review all submissions and shall strive for communicating its decision to the submitting party within thirty (30) days. However, nothing contained herein requires the Committee to adhere to the thirty (30) day time period. In the event that the Committee is unable to communicate its decision to the submitting party within forty five (45) days from the date of the original submission, the Committee shall notify the submitting party of such and shall state, in writing, the reason for the delay and provide an estimated time to complete the review.

In the event that an initial submission is deemed incomplete or the Committee requests further information, the submission date shall be that date when the submission is deemed complete by the Committee or the date that the Committee receives all of the additional requested information.

Section 10. Written Approval Necessary.

All decisions of the Committee shall be in writing. No decision is considered valid unless it is in writing. No construction, erection, installation, alteration or structural modification shall commence until the submitting party possesses the written approval of the Committee.

3. The appropriate record data of the affected Covenants and Restrictions is as follows:

In the Public Record in and for Leon County, Florida, to wit:

<u>Unit</u>	<u>O.R. Book</u>	<u>Page No.</u>
1	1897	254
	193	485
	264	383
2	212	496
	264	383
3	242	361
	264	383
4	232	218
	264	383
5	347	351
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38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491

4. 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.

5. Except as amended herein, all other Covenants and Restrictions remain in full force and effect.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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: Roger J Osborne
Its: PRESIDENT
Roger J Osborne
(Corporate Seal)



Attest:
By: Arthur G. Kinner, Jr
Its: SECRETARY

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 1 day of AUGUST, 2001 by ROGER J OSBORNE, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally know to me or has produced _____ as identification.

Laurie Rigg
NOTARY PUBLIC

My Commission Expires:

