

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on July 15, 1983.*

The charter number for this corporation is 769402.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of July 1983.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

JUL 15 9 20 AM '83
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC.

In compliance with Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Leon County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at 325 John Knox Road, Suite L-101, Tallahassee, Florida 32303.

ARTICLE III

Carl R. Pennington, Jr., whose address is 325 John Knox Road, Suite L-101, Tallahassee, Florida 32303, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Area within that certain tract of property described as:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 288.42 feet; THENCE South 150 feet; THENCE West 18 feet; THENCE South 59 degrees 43 minutes 24 seconds East, 113.51 feet to a point on the northerly right-of-way line of Shamrock East said point being also on a curve concave to the Southeast. From said point on right-of-way and curve to the Southeast proceed thence in the Northeasterly direction along said curve having a radius of 543.53 feet through a central angle of 18 degrees 28 minutes 19 seconds for an arc distance of 175.23 feet; THENCE North 50 degrees 37 minutes 40 seconds East 120.34 feet to the POINT OF BEGINNING.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the above-described property and recorded or to be recorded in the Official Records of Leon County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(c) pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) acquire (by gift, purchase or otherwise), own, hold, improve, use, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (provided, however, no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer);

(g) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex

additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter possess;

(i) cause the exterior of the dwellings to be maintained and to cause the Lots to be properly maintained.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership: Class A. Class A members shall be all Owners (as defined in the Declaration), with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one

person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) upon the expiration of five (5) years from the date of the recording of the Declaration or five (5) years from the date of any annexation by the Declarant, whichever later occurs, but in any event upon the expiration of fifteen (15) years from the date of recording the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors and directors' terms of office may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the

capacity of directors until the selection of their successors
are:

<u>NAME</u>	<u>ADDRESS</u>
J. Steven Strickland	3515 Whirlaway Trail Tallahassee, Florida
R. L. Singletary	Post Office Box 1538 Thomasville, Georgia 31792
W. Dallas Strickland, Jr.	Post Office Box 1538 Thomasville, Georgia 31792

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The election, term, removal and duties of the officers shall be as set forth in the By-Laws. Until the first election, J. Steven Strickland will serve as President, R. L. Singletary will serve as Vice President and W. Dallas Strickland will serve as Secretary and Treasurer.

ARTICLE IX

BY-LAWS

The initial By-Laws for the Association shall be adopted by a vote of a majority of the members of the Board of Directors. The By-Laws may be amended or altered at a regular or special meeting of the members, by a vote of majority of a quorum of members present in person or by proxy, in the manner and subject to any other conditions set forth in the By-Laws.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII
AMENDMENTS

(1) Amendments to these Articles shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if members have been admitted, directing that it be submitted to a vote at a meeting of members, which may be either the annual or special meeting. If no members have been admitted, the amendment shall be adopted by a vote of the majority of Directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon, unless any class of members is entitled to vote thereon as a class in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

(2) Any number of amendments may be submitted to the members and voted upon by them at one meeting.

(3) If all of the Directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles of Incorporation be adopted, then the amendment shall thereby be adopted as though subsection (1) had been satisfied.

(4) The members may amend these Articles of Incorporation, without an act of the Directors at a meeting for which notice of the changes to be made is given.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 15th day of July, 1983.


J. STEVEN STRICKLAND


R. L. SINGLETARY


W. DALLAS STRICKLAND

STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared J. STEVEN STRICKLAND to

me known to be the person described in and who executed the foregoing ARTICLES OF INCORPORATION OF KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 12th day of July, 1983.

Juanita M. Hagan
NOTARY PUBLIC

My Commission Expires:

Notary Public - State of Florida
My Commission Expires Jan. 22, 1987

Georgia
STATE OF FLORIDA,
Thomas
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared R. L. SINGLETARY to me known to be the person described in and who executed the foregoing ARTICLES OF INCORPORATION OF KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 13th day of July, 1983.

Salve M. Hooker
NOTARY PUBLIC

My Commission Expires: 1/31/86

Georgia
STATE OF FLORIDA,
Thomas
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared W. DALLAS STRICKLAND to me known to be the person described in and who executed the

RDC3
6-28-83

foregoing ARTICLES OF INCORPORATION OF KILLEARN FAIRWAYS
TOWNHOMES ASSOCIATION, INC., and acknowledged before me that he
executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County
named above this 13th day of July, 1983.

La Rue M. Brooke
NOTARY PUBLIC

My Commission Expires: 1-31-86

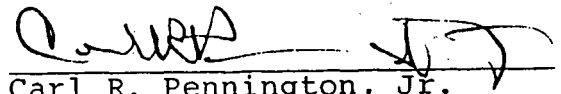
ACCEPTANCE BY RESIDENT AGENT

FILED

JUL 15 3 26 PM '03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named to accept service of process for Killlearn Fairways Townhomes Association, Inc., at 325 John Knox Road, Suite L-101, Tallahassee, Florida 32303, I hereby accept and agree to act in this capacity, and agree to comply with the laws of Florida relative to keeping open said office.



Carl R. Pennington, Jr.
Resident Agent

Killearn Fairways Townhomes Association, Inc.

Amendments to Bylaws

Approved at 7-16-2003 Annual Meeting

Article III

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the month of September at the hour and date set by the Board of Directors.

Article VI

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held Quarterly with notice as required by state law, at such place and hour as may be fixed from time by time by resolution of the Board.

Article VIII

Officers and Their Duties

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, or until their successors have been elected unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Article XIV

Miscellaneous

Section 1. Parliamentary Procedure. The current edition of Roberts Rules of Order Revised shall be recognized as the governing authority for all meetings in all instances wherein its provisions do not conflict with these bylaws.

Section 2. Officers and Directors Liability. The directors, officers and all committee members shall be held harmless from any and all liability while acting on behalf of the Association and within the scope of their authority.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except the first fiscal year shall begin on the date of incorporation.

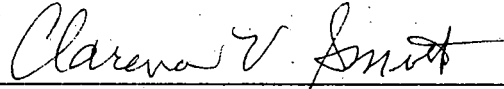
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of the KILLEARN FAIRWAYS
TOWNHOMES ASSOCIATION, INC., a Florida non-profit corporation, and,

THAT the foregoing amendment to the By-Laws were adopted at the Annual
Meeting of members, held on the 16th day of July, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the
seal of said Association this 16th day of July, 2003.



Secretary

BY-LAWS
OF
KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 325 John Knox Road, Suite L-101, Tallahassee, Florida 32303, but meetings of members and directors may be held at such places within the State of Florida, County of Leon, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to each plot of land described as a lot in the Declaration of Covenants, Conditions and Restrictions.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to SKYTEST, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Official Records of Leon County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00, A.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

*Amended
7/16/03*

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so

approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and any two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

*Amended
7/16/03*

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at

all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

*Amended
7/16/03*

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to

such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. //

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records

showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

An Architectural Control Committee shall be appointed as provided in the Declaration, and a Nominating Committee shall be appointed as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of

Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words (or an appropriate contraction

or abbreviation thereof): KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., a corporation not for profit.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, ^{Amended} 7/16/03 except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., have hereunto set our hands this 15th day of JULY, 1983.

J. Steven Strickland
J. STEVEN STRICKLAND

R. L. Singletary
R. L. SINGLETARY

W. Dallas Strickland
W. DALLAS STRICKLAND

STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared J. STEVEN STRICKLAND to me known to be the person described in and who executed the foregoing BY-LAWS OF KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 15th day of July, 1983.

Juanita M. Hogan
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 29, 1987
Bonded by Key Risk Insurance, Inc.

Georgia
STATE OF FLORIDA,
Thomas
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared R. L. SINGLETARY to me known to be the person described in and who executed the foregoing BY-LAWS OF KILLEARN TOWNHOMES ASSOCIATION, INC., and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 13th day of July, 1983.

Leticia M. Hanks
NOTARY PUBLIC

My Commission Expires: 1-31-86

Merger
STATE OF FLORIDA,
Thomas
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared W. DALLAS STRICKLAND to me known to be the person described in and who executed the foregoing BY-LAWS OF KILLEARN FAIRWAYS TOWNHOMES ASSOCIATION, INC., and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 13th day of July, 1983.

L. M. Hooks
NOTARY PUBLIC

My Commission Expires: 1-31-86

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the KILLEARN FAIRWAYS ASSOCIATION, INC., a Florida non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13th day of July, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13th day of July, 1983.

W. Dallas Strickland
Secretary

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF KILLEARN FAIRWAYS TOWNHOMES

THIS DECLARATION, made and executed this 15th day of July, 1983, by SKYTEST, INC., a Georgia corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Leon County, Florida, which is more particularly described as follows:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 288.42 feet; THENCE South 150 feet; THENCE West 18 feet; THENCE South 59 degrees 43 minutes 24 seconds East, 113.51 feet to a point on the northerly right-of-way line of Hamrock East said point being also on a curve concave to the Southeast. From said point on right-of-way and curve to the Southeast proceed thence in the northeasterly direction along said curve having a radius of 543.53 feet through a central angle of 18 degrees 28 minutes 19 seconds for an arc distance of 175.23 feet; THENCE North 50 degrees 37 minutes 40 seconds East 120.34 feet to the POINT OF BEGINNING.

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LEON COUNTY, FLA.
JUL 15 3 06 PM 1983

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Killearn Fairways Townhomes Association, Inc., its successors and assigns.

This instrument prepared by
RUSSELL D. GAUTIER of
PENNINGTON, WILKINSON, GARY & DUNLAP
Attorneys at Law
Post Office Box 3935
Tallahassee, Florida 32303

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot consists of the following described real property:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed thence West 175.92 feet; THENCE South 150 feet; THENCE East 8.93 feet to a point on a curve concave to the Southeast said point on curve being also on the northerly right-of-way line of Shamrock East. From said point on curve and on the right-of-way line point proceed in a northeasterly direction along a curve having a radius of 543.53 feet through a central angle of 11 degrees 01 minutes 15 seconds for an arc distance of 104.55 feet; THENCE North 50 degrees 37 minutes 40 seconds East 120.34 feet to the POINT OF BEGINNING.

AND ALSO:

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE South 50 degrees 37 minutes 40 seconds West 120.34 feet to a point on a curve concave to the Southeast; THENCE Southwesterly along said curve having a radius of 543.53 feet through a central angle of 11 degrees 01 minutes 15 seconds for an arc distance of 104.55 feet to the POINT OF

BEGINNING. From said POINT OF BEGINNING proceed West 139.43 feet; THENCE South 59 degrees 43 minutes 24 seconds East 113.51 feet to a point on a curve concave to the Southeast said point on curve being also on the Northerly right-of-way line of Shamrock East. From said point on curve and Northerly right-of-way line proceed thence in a northeasterly direction along said curve having a radius of 543.53 feet through a central angle of 07 degrees 27 minutes 04 seconds for an arc distance of 70.68 feet to the POINT OF BEGINNING.

Section 5. Additional real property may be conveyed to the Association for the common use and enjoyment of the owners as the Properties are developed.

Section 6. "Lot" shall mean and refer to any of the following described plots of land, with the exception of the Common Area:

Lot #1

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 175.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 25 feet; THENCE South 150 feet; THENCE East 25 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #2

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 200.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16.0 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #3

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 216.92 feet to

the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16.0 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #4

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates, Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 232.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #5

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 248.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 16 feet; THENCE South 150 feet; THENCE East 16 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Lot #6

Commence at the easterlymost corner of Lot 55, Block CO of Killearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE West 264.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed West 23.5 feet; THENCE South 150 feet; THENCE East 23.5 feet; THENCE North 150 feet to the POINT OF BEGINNING.

Section 7. "Declarant" shall mean and refer to SKYTEST, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded); and

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two automobile parking spaces for each Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration or five (5) years from the date of any annexation by Declarant under the provisions of Section 4(b) of Article XVIII hereof, whichever later occurs, but in any event upon the expiration of fifteen (15) years from the date of the recording of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance

of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, 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 to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 480.⁰⁰.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the issuance of the Certificate of Occupancy on the improvements located thereon. The first annual assessment as to each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EASEMENTS

Section 1. Easement for Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for the said encroachments and for the maintenance thereof, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easement to Association. The Declarant hereby reserves, excepts, imposes and grants to the Association an easement over and across each Lot for the purpose of providing any maintenance or repair required or allowed under the terms of this Declaration. No improvements, planting, or other material, e.g., fences and hedges, which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

Section 3. Easement for Ingress, Egress, Utilities and Parking. The Declarant hereby reserves, grants, excepts, imposes and creates cross-easements to and in favor of the Declarant, the Owners, their grantees, heirs and successors in interest over and across the following described property:

Commence at the easterlymost corner of Lot 55, Block CO of Killlearn Estates Unit #26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT, which is also a point on a curve concave to the Northwest, thence proceed in a Southwesterly direction along said curve having a radius of 927.32 feet through a central angle of 06 degrees 27 minutes 03 seconds for an arc distance of 104.43 feet; THENCE South 50 degrees 37 minutes 40 seconds West 785.87 feet; THENCE South 50 degrees 37 minutes 40 seconds West 120.34 feet to a point on a curve concave to the Southeast; THENCE southwesterly along said curve having a radius of 543.53 feet through a central angle of 11 degrees 01 minutes 15 seconds for an arc distance of 104.55 feet; THENCE West 8.93 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING proceed thence North 30 feet; THENCE West 112.50 feet; THENCE South 30 feet; THENCE East 112.5 feet to the POINT OF BEGINNING;

Section 4. Easement To Facilitate Garbage and Refuse Disposal. The Board of Directors of the Association or an architectural control committee appointed by the Board shall have the right to designate areas for the location of equipment for the storage and disposal of garbage, refuse or other waste. Such areas may be adjacent to each building in order to centralize garbage and refuse storage and disposal, and in such event, the Association shall assign an area to each Owner for the storage and disposal of garbage, refuse and waste by the Owner. If any area is located on any Lot, the Owners who have been assigned the area shall have an easement for reasonable access over and across

only that portion of the Lot as is necessary to carry out the intents and purposes expressed herein.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon (other than the areas to be maintained by the Association) in a manner satisfactory to the Board of Directors, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon, provided, however, that the Association will provide the Owner reasonable notice, not to exceed 30 days, prior to taking any corrective action. The maintenance requirement provided for hereunder shall apply and extend to the repair, rehabilitation, restoration or replacement of any improvements following total or partial destruction by fire or other hazards. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable. The foregoing provisions shall not relate to landscaping, including the trees, shrubs, plantings and grass, within the boundaries of each Lot. Instead, the Association shall provide all such landscaping and maintain all trees, shrubs and grass; provided, however, in the event that the need for such maintenance or work is caused through the willful or negligent acts of the Owner of the Lot needing such maintenance or work, or through the willful or negligent acts of the Owner's family, guests or invitees, the cost of such maintenance or work shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any

exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. Any repairs or maintenance which will result in a material alteration of the exterior appearance of a residence (including, but not limited to, a change in the color of the exterior paint or stain) shall require prior approval of the Board or its architectural committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board, or an Architectural Control Committee, in its sole discretion, may generally prohibit the construction or erection of any walls or fences on the Properties, or portions thereof, without regard to the design or location of the same. Notwithstanding any provision in this Declaration to the contrary regarding the appointment of representatives to the architectural control committee, the Declarant shall initially appoint the three (3) or more representatives to compose the architectural control committee and shall have the right to appoint all successor members until three (3) years from the date of recording this Declaration or until all Lots have been conveyed by the Declarant, whichever first occurs. The architectural control committee appointed by the Declarant shall be deemed to have all right, authority and discretion which may be delegated by the Board of Directors of the Association to an architectural control committee under the terms of this Declaration and such right, authority and discretion shall be deemed to have been delegated by the Board of Directors.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use; provided, however, the foregoing shall relate only to the structural integrity of said wall and to such repair and maintenance as is reasonably necessary to maintain such wall in a condition as will cause the same to serve the purpose for which it was intended.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

ARTICLE IX

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any lot at any time either temporarily or permanently; provided, however, that the Developer may use temporary office and storage facilities during the construction of any improvements on the Properties.

ARTICLE XI

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the property for sale or lease.

ARTICLE XII

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XIII

RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of the Properties unless such installation and the size and design of the antenna have been approved by the Board of

Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XIV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XV

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at a location approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XVI

PARKING RESTRICTIONS

No Owner of a Lot shall park, store, or keep any vehicle except wholly within the parking space designated therefor, and no owner shall park, store, or keep any camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle on the designated parking spaces. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

ARTICLE XVII

RESTRICTIVE COVENANTS OF KILLEARN ESTATES

These Covenants, Conditions and Restrictions shall be in addition to those restrictive covenants recorded in Official Records Book 745, Page 491 of the Public Records of Leon County, Florida.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; and (b) Additional land within the lands described in Exhibit "A" attached hereto and by reference incorporated herein, may be annexed by the Declarant without the consent of members within seven (7) years of the date of this instrument. Any such annexation shall subject

said land to these covenants, conditions and restrictions and each Lot (and the Owners thereof) in such annexed area shall have the same rights, benefits, obligations and duties as the lands herein subjected to these covenants, conditions and restrictions. No such annexation shall be effective unless all owners of any interests in and to the property being annexed have joined in the execution of the Amendment to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal day and year first above written.

WITNESSES:

SKYTEST, INC.

Debbie E. Hutchinson
Laure M. Storde

By W. Dallas Strickland
Its: VICE-PRESIDENT
(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Thomas

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments personally appeared W. Dallas Strickland to me known to be the person described as Vice President of SKYTEST, INC., a Georgia corporation, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is the act and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of that corporation.

WITNESS my hand and official seal in the County and State named above this 13th day of July, A.D. 1983

Laure M. Storde
NOTARY PUBLIC
My Commission Expires 1-31-86
1-31-86

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to acknowledge persons, appeared W. [unclear] known to be the person described as vice president of SKYTEST, INC., a Georgia corporation, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is the act and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of that corporation.

WITNESS my hand and official seal in the County and State named above this 13th day of July, A.D. 1982

W. [unclear]
NOTARY PUBLIC
My Commission Expires 1-31-86
1-31-86

