

Amendment to Declaration
of Covenants, Conditions and Restrictions
of Killlearn Fairways Townhomes, Inc.

20070033723
THIS DOCUMENT HAS BEEN
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LEON COUNTY FL
BK: 3691 PG:1260, Page1 of 11
04/20/2007 at 11:12 AM,
BOB INZER, CLERK OF COURTS

Article XIX (added)

Termite Protection

The Association shall provide termite protection for each Lot and shall secure a treatment, repair and replacement bond with a company licensed and approved in the State of Florida. The cost of the protection shall be included in the annual assessment of each Lot.

This amendment, made and executed this 26th day of March, 2008 by the undersigned Lot Owners (75% [26 of 34] required by Declarations).

Lot 1 <u>Lynn M. Cavall</u> Lynn M. Cavall	Lot 15 <u>D. Ann Brockett</u> D. Ann Brockett
Lot 2 <u>James J. Schalow</u> James J. Schalow	Lot 16 <u>Alan Misak</u> Alan Misak
Lot 3 <u>The Mallard Group, Inc.</u> The Mallard Group, Inc.	Lot 17 <u>James W. Patty</u> James W. Patty
Lot 4 <u>Stanley C. Ward</u> Stanley C. Ward	Lot 18 <u>Joni A. Coffey</u> Joni A. Coffey
<u>Diane M. Ward</u> Diane M. Ward	<u>Amy Armstrong</u> Amy Armstrong
Lot 5 <u>Saied Mahdavi</u> Saied Mahdavi	Lot 19 <u>Bruce E. Binder</u> Bruce E. Binder
Lot 6 <u>Jayne T. Wallace</u> Jayne T. Wallace	<u>Helen C. Binder</u> Helen C. Binder
Lot 7 <u>Samuel Lamb</u> Samuel Lamb	Lot 20 <u>Roland A. Hebert, Jr.</u> Roland A. Hebert, Jr.
Lot 8 <u>Joy E. Bibeau</u> Joy E. Bibeau	<u>Doris M. Hebert</u> Doris M. Hebert
Lot 9 <u>Donald F. Smith</u> Donald F. Smith	Lot 21 <u>Bonnie M. Butler</u> Bonnie M. Butler
<u>Karen W. Smith</u> Karen W. Smith	Lot 22 <u>Clarence V. Smith</u> Clarence V. Smith
Lot 10 <u>Lucretia R. Young</u> Lucretia R. Young	<u>M. E. Smith</u> M. E. Smith
Lot 11 <u>Francine A. Walker</u> Francine A. Walker	Lot 23 <u>Linda L. Plante</u> Linda L. Plante
Lot 12 <u>Mokhtar Bishai</u> Mokhtar Bishai	Lot 24 <u>Ada L. Jacobson</u> Ada L. Jacobson
<u>Victoria Bishai</u> Victoria Bishai	Lot 25 <u>Kevin C. Byrd</u> Kevin C. Byrd
Lot 13 <u>Doris P. Watts</u> Doris P. Watts	<u>Lisa Kathryn Byrd</u> Lisa Kathryn Byrd
Lot 14 <u>Gail M. Wray, Living Trust</u> Gail M. Wray, Living Trust	Lot 26 <u>Saied Mahdavi</u> Saied Mahdavi

Amendment to Declaration of Covenants, Conditions and Restrictions
Of Killearn Fairways Townhomes, Inc.
Article XIX (added)
Termite Protection
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Lot 27 Sherrie Cartee
Sherrie Cartee

Lot 28 Megan Eng Benson
Megan Eng Benson
Alan Bert Benson
Alan Bert Benson

Lot 29 Megan Eng Benson
Megan Eng Benson
Alan Bert Benson
Alan Bert Benson

Lot 30 Mary V. Douglas
Mary V. Douglas

Lot 31 George A. Rozes
George A. Rozes
Anna M. Rozes
Anna M. Rozes

Lot 32 James M. Tebo
James M. Tebo

Lot 33 Blouche K. Brown
Blouche K. Brown
Alfred Brown
Alfred Brown

Lot 34 _____
Janice Michelle Parmer-Capps

William Capps

TERMINIX

1172 SE CAPITAL CIR
TALLAHASSEE FL 32301-3832

To avoid further reminders, please reply by 03/31/2008

Termite Plan Renewal Invoice

RENEWAL SUMMARY

Plan Type:	Conventional Protection	Current Renewal Charges:	\$ 795.00
Customer No:	5635263	Additional Charges/Credits:	\$ 0.00
Plan Period:	03/01/2008 - 03/31/2009	Sales Tax:	\$ 59.63
Property Protected:	3207 Shamrock St E Tallahassee, FL 32309	TOTAL DUE:	\$ 854.63

Lock in your renewal rate for 2 years and you will realize a 10% discount off of the second year. Please mail your check for \$1623.79, which reflects this discount.

ACCOUNT INQUIRIES

Choose a convenient method of contacting us today!
 Service Center: 2207-TALLAHASSEE FL
 Local Office: (850)576-5888
 Toll Free: 1-800-TERMINIX
 E-Mail: tmx2207@terminix.com

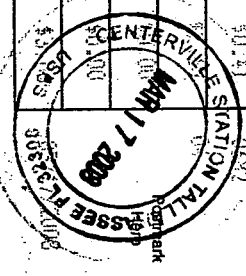
223.1.60430 1 AT 0.334 33443311.004
 KILLEARN FAIRWAYS ASS INC
 3207 SHAMROCK ST E
 TALLAHASSEE FL 32309-2885

Important Message: Please retain the top portion of the renewal invoice for your records. Your guarantee will be mailed to you within 60 days after receipt of payment.

DATE	PLAN TYPE	CUSTOMER NUMBER	PLAN PERIOD	PROPERTY SERVICED	CURRENT RENEWAL CHARGES	ADDITIONAL CHARGES/CREDITS
03/2008	Conventional Protection	5635263	03/01/2008 - 03/31/2009	3207 Shamrock St E Tallahassee FL, 32309	\$795.00	\$0.00

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE



Postage \$
 Certified Fee \$
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Sent To: *Terminix Processing Center*
 Street, Apt. No.: *P.O. Box 742592*
 or PO Box No.:
 City, State, Zip: *Tallahassee, FL 32309*

paid 3/17/08
4795.00
OK B NCS

TOTAL DUE: \$854.63

Along with your payment in the enclosed envelope. Thank You!

7006 2760 0003 8609 4484

TERMINIX

Termite Protection Plan

DOWN PAYMENT	
Amount	Sequence Number
RECEIVED AT COMPLETION	
Amount	Deposit Number
Account Number	

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY SUBTERRANEAN TERMITES WITHIN THE LIMITS STATED IN THIS CONTRACT.

Purchaser First Name Killeam Last Name Fairways Home Phone 700 Work Phone _____
 Mailing Address _____ City _____ State _____ Zip Code _____
 Property Address 3207 Shamrock E City Tall State FL Zip Code 32309
 Description of Structure(s) Covered _____ E-Mail Address: _____
 Branch Address _____ Phone Number _____

Effective with the date of initial treatment and for one year thereafter, for the sum of \$ 5209.00, Terminix will provide a liquid barrier treatment to the identified property to control or protect against subterranean termites (*Reticulitermes spp.*, *Heterotermes spp.*). This Plan does not control or protect against formosan subterranean termites (*Coptotermes spp.*).

Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property for \$ 795.00 per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge.

During the term of this Plan, any further treatment found necessary by Terminix will be performed free of charge. Terminix will reinspect the identified property annually or at any time the Purchaser requests it or if Terminix believes it necessary.

This Plan provides protection against new subterranean termite damage to the structure and contents, occurring subsequent to the effective date of this Agreement. If new damage occurs during the term of this Agreement, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor chosen by Terminix and pay the entire cost of labor and materials. New damage is defined as damage done by covered subterranean termites subsequent to the effective date of this Agreement; the definition excludes damage existing at that date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate of \$1,500,000 during the term of this Plan.

PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS

Purchaser understands Terminix's available and approved payment options for non-commercial customers, and indicates, by Purchaser's Initials below, which payment option is preferred:

- Initial cash, check or credit card down-payment of \$ _____ will be due upon acceptance of this agreement by Terminix, and 12 or 18 monthly installments of \$ _____ will be paid as indicated on a Retail Installment Contract. I understand that these installments are subject to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment Contract. I further understand that this option is only available subject to credit approval and that the Finance Charge and other terms and conditions not set forth herein will be contained in the Retail Installment Contract.
- Initial 20% down-payment of \$ _____ by cash, check or credit card will be due upon acceptance of this agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation.
- One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Terminix.
- One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.

SUMMARY OF CHARGES AND PAYMENTS	
1. SERVICE(S) PURCHASED	
A. Initial Treatment or Installation and First Year's Service: _____	
B. Additional Annual Renewals _____ yr. (limit 2) s @ \$ _____	
Subtotal (Sum A + B) = _____	
2. TAX	_____
3. TOTAL (1 + 2)	_____
4. LESS \$ _____ DOWN PAYMENT	_____
5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT CONTRACT	_____
6. BALANCE TO BE PAID TO TERMINIX AT COMPLETION (Sum 3 - 4 - 5)	_____
BALANCE TO BE PAID BY (Check One): <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card	
(TECHNICIAN CODE: CNH REF UNA)	

Cardholder Signature _____

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual extension charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms & conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED _____ ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termicide(s) which will be used to treat the above-named property. CVS
 Purchaser's Initials

The initial treatment will occur within 30 days of the date of the contract and be completed as set forth herein.
NOTICE: YOU, THE PURCHASER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

Purchaser Signature	<u>Charles V. Smith</u>	Date	<u>3-26-07</u>
Purchaser First Name	<u>Charles</u>	Last Name	<u>Smith</u>
Terminix Representative (signature)	<u>Ch. R.</u>	Date	<u>3-26-07</u>
Terminix Representative (print name)	<u>Plann Parker</u>	Telephone	<u>509-7378</u>
Terminix Address	<u>1172 CG St</u>	State	<u>FL</u>
City	<u>Tall</u>	Zip Code	<u>32303</u>



The Nationwide Pest Control Experts

The Terminix International Company L.P.
5014 Tennessee Capital Blvd.
Tallahassee, FL 32303
Office: 850/576-5888
Fax: 850/576-6019

Terminix

FORMOSAN TERMITE ADDENDUM

Customer Killearn Parkway Ass. Inc
Address 3207 Shamrock Dr.
Tallahassee FL 32309

This addendum supercedes the Formosan Termite exclusion in the attached Terminix Termite Protection Plan dated 3-26-07.

New damage from Formosan termites will be covered subject to the terms of the above plan.

X. Charon V. Smith
Purchaser

3-26-07
Date

Channon Beck
Sales Representative 369-7378

3-26-07
Date



Call 1-800-WE SERVE

ServiceMaster · Terminix · Merry Maids
TruGreen-ChemLawn · American Home Shield
Furniture Medic · AmeriSpec · Rescue Rooter