Upon Recording return to:
Kristin A. Gardner
Dunlap & Shipman, P.A.
2065 Thomasville Road, Suite 102
Tallahassee, FL 32308

NOTICE OF FILING OF REVIVED DOCUMENTS FOR UNIT 1 OF KILLEARN HOMES ASSOCIATION, INC.

Pursuant to Section 720.407(1), Florida Statutes, this is to certify that the attached documents are the revitalized governing documents for Unit 1 of the Killearn Homes Association, Inc., following action taken by the membership and approved by the State of Florida's Department of Economic Opportunity:

1. Revitalized Declaration of Covenants and Restrictions for Unit 1;
2. Revitalized Bylaws of Killearn Homes Association, Inc.;
3. Revitalized Articles of Incorporation of Killearn Homes Association, Inc.;
4. Approval letter from the Florida Department of Economic Opportunity dated February 7, 2017; and
5. Legal descriptions of each of the affected parcels.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its duly authorized officers, on this 16 day of February, 2017.

WITNESSES:

Name: Frances Michels

Name: ALAN J. DENIS

KILLEARN HOMES ASSOCIATION, INC.

By: _____
PRESIDENT – John Paul Bailey

By: _____
SECRETARY – David Ferguson

Sworn to (or affirmed) and subscribed before me this 16 day of February, 2017, by John Paul Bailey and David Ferguson, President and Secretary of the Killearn Homes Association, Inc., respectfully, who are personally known to me or have produced FDL as identification.

F622-177-34-043-0
B400-475-46-330-0

_____
Notary Public
Print, type or stamp name, commission no. and expiration date:

MARILYN A. NATIONS
MY COMMISSION # FF 093773
EXPIRES: June 17, 2018
Bonded Thru Notary Public Underwriters

20170012457
THIS DOCUMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF
LEON COUNTY FL
BK: 5031 PG:2215, Page1 of 35
02/28/2017 at 11:13 AM,

GWEN MARSHALL, CLERK OF COURTS

REVITALIZED KILLEARN ESTATES, UNIT ONE
DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Revitalized Declaration of Covenants and Restrictions, made and entered into on this 16 day of February, A.D. 2017, by KILLEARN HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as Association.

WITNESSETH:

WHEREAS, the original developer of the real property described in Article II of this Declaration desired to create therein a residential community with permanent parks, lakes, playgrounds, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS, the Association desires to provide for the continued preservation of the values and amenities in said community and for the maintenance of said parks, lakes, street lights, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, KILLEARN HOMES ASSOCIATION, a Florida non-profit corporation, is delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

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

ARTICLE I – DEFINITIONS

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

(a) "Association" shall mean and refer to the Killearn Homes Association, Inc.
(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
(f) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.
(g) "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 the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

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

Commence at the Southwest corner of Section 4, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 88 degrees 59 minutes East 881.64 feet, thence North 00 degrees 44 minutes 30 seconds East 1005.0 feet to the Point of Beginning. From said Point of Beginning run thence North 86 degrees 44 minutes 30 seconds West 575.0 feet, thence North 68 degrees 44 minutes 30 seconds west 590.0 feet, thence North 26 degrees 45 minutes 30 seconds East 200.0 feet, thence South 62 degrees 01 minute 50 seconds East 206.84 feet, thence North 34 degrees 59 minutes East 432.02 feet to a Point of curve to the right, thence northeasterly along said curve with a radius of 341.25 feet, through a central angle of 1 degree 40 minutes 45 seconds for an arc distance of 10.0 feet, thence North 53 degrees 20 minutes 15 seconds west, 180.0 feet, thence North 52 degrees 01 minute East, 403.93 feet, thence South 62 degrees 15 minutes 30 seconds East 168.15 feet, thence South 84 degrees 49 minutes 30 seconds East 288.25 feet, thence North 00 degrees 44 minutes 30 seconds East 60.16 feet, thence South 84 degrees 55 minutes 20 seconds East 443.37 feet, thence North 89 degrees 51 minutes 40 seconds East 708.10 feet, thence south 21 degrees 04 minutes 10 seconds East, 140.14 feet, thence South 45 degrees 38 minutes 40 seconds East 125.65 feet, thence South 11 degrees 18 minutes 40 seconds East, 101.98 feet, thence south 72 degrees 48 minutes West 185.0 feet, thence South 17 degrees 12 minutes East 122.96 feet to a point on a curve concave to the Southeasterly, thence Northeasterly along said curve with a radius of 908.48 feet, through a central angle of 11 degrees 15 minutes 18 seconds (the chord of said arc being North 80 degrees 20 minutes East 178.16 feet) for an arc distance of 178.46 feet, thence South 4 degrees 03 minutes 10 seconds East 80.0 feet, thence South 00 degrees 26 minutes 55 seconds West 261.54 feet, thence South 87 degrees 26 minutes 55 seconds west 70.0 feet, thence South 76 degrees 56 minutes 10 seconds west 619.27 feet, thence south 86 degrees 15 minutes 30 seconds West 480.0 feet, thence North 86 degrees 44 minutes 30 seconds West 210.0 feet to the Point of Beginning.

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

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

Section 2. Voting Rights. Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests 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, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV – PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

Section 2. Title to Common Properties. The Association holds title to the Common Properties.

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

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

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

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

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and,

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

Section 4. Parking Rights. The Association shall maintain upon the Common Properties adequate parking spaces. Subject to reasonable rules and conditions, the Association shall designate parking spaces conveniently located with respect to Living Units for the exclusive use of the Members residing therein, their families and guests.

ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1972, the annual assessment shall be Thirty ($30.00) Dollars per lot. From and after January 1, 1972, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) years. Any member, paying the annual dues on or prior to June 1 of the year in which same become due, shall be entitled to pay only the sum of Twenty-four ($24.00) Dollars. From and after June 1 of each year, the annual dues shall be Thirty ($30.00) Dollars.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of the two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

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

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

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

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

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

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

Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

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

Section 9. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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

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

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI – 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 the harmony of external design and location in relation to surrounding structures and topography by an architectural committee as described in Article XXIV herein. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of said land or contiguous lands. Such building plans and specifications shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE VII – EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide exterior maintenance upon each vacant Lot, whether or not a home is constructed thereon, which is subject to assessment under Article V hereof as follows: paint, repair, replace and care

for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VIII – LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. 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. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX – DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1600 square feet for a one-story dwelling, nor less than 1200 square feet for the ground level of a dwelling of more than one story. In the event a structure contains more than one story, the ground floor area must be completely finished as living area and at least 600 square feet of the second floor area must be completely finished as living area.

ARTICLE X – BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line and no driveway shall be located nearer than 5 feet to an interior lot line, except a back-up turn-around pad may be located as near as one foot to a property line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line.

(c) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

ARTICLE XI – LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

ARTICLE XII – EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction

of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XIII – 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 XIV – TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basements, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE XV – SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XVI – OIL AND MINING OPERATIONS

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

ARTICLE XVII – LIVESTOCK AND POULTRY

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

ARTICLE XVIII – GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in City provided trash and recycling bins. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIX – WATER SUPPLY

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

ARTICLE XX – SEWAGE DISPOSAL

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

ARTICLE XXI – PROTECTIVE SCREENING

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

ARTICLE XXII – SIGHT DISTANCE AT INTERSECTIONS

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

ARTICLE XXIII – LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ARTICLE XXIV – ARCHITECTURAL CONTROL COMMITTEE

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

Section 2. Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE XXV – UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

Television antenna installations shall be approved in writing by the Architectural Control Committee before the antennas are installed.

ARTICLE XXVI – DRIVEWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee.

ARTICLE XXVII – GARAGE AND CARPORT ENTRANCES

All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the property. Carports shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof.

ARTICLE XXVIII – EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be at least (2/3) two-thirds brick or stone masonry, unless specifically waived in writing by the Architectural Control Committee. Concrete blocks are not to be considered brick or stone masonry, unless specifically waived by the Architectural Control Committee.

ARTICLE XXIX – BRIDLE TRAIL USE

Bridle trail areas shown on the recorded plat of Killearn Estates Unit One are to be used only for purposes as designated by Killearn Homes Association and for utility construction and maintenance. In no instance shall the bridle trails be used as an access to carports, garages and driveways.

ARTICLE XXX – WINDOW AIR-CONDITIONING UNITS

Unless the prior approval of the Architectural Control Committee has been obtained, no window air-conditioning units shall be installed in any side of a building which faces a street.

ARTICLE XXXI – MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XXXII – AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

These Covenants and Restrictions shall be amended as provided by Florida Law, Chapter 720, Florida Statutes.

ARTICLE XXXIII – ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the land shown on the plat of Killearn Estates, Unit One.

ARTICLE XXXIV – GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3)of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

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

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

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IN WITNESS WHEREOF, the said KILLEARN HOMES ASSOCIATION, INC. has caused these presents to be executed in its name and its corporate seal to be affixed hereto the day and year first above written.

WITNESSES:

Frances Michels

ALAN J. DENIS

KILLEARN HOMES ASSOCIATION, INC.

By: John Paul Bailey

Its President: John Paul Bailey

Attest: David Ferguson

David Ferguson, Secretary

(Corporate Seal)

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 aforesaid to take acknowledgements, personally appeared John Paul Bailey and David Ferguson, known to me to be the persons described in and who executed the foregoing Restrictive Covenants, and acknowledged before me that they executed the same as President and Secretary respectively, of Killearn Homes Association, Inc., a Florida corporation, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal in the State and County last aforesaid this 16 day of February, 2017.

Marilyn A Nations

Notary Public

My Commission Expires:

MARILYN A. NATIONS
MY COMMISSION # FF 093773
EXPIRES: June 17, 2018
Bonded Thru Notary Public Underwriters

BYLAWS OF
THE KILLEARN HOMES ASSOCIATION, INC.*

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the KILLEARN HOMES ASSOCIATION, a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Property" shall mean and refer to the following described property, to wit:

> See description in Articles of Incorporation of Killearn Homes Association, a non-profit corporation, together with the recorded plat of the subdivision known and designated as Killearn Estates, in Leon County, Florida. Each unit of Killearn Estates represented by a recorded plat shall be deemed to become a part of this description as fully and as completely as if herein specifically set forth:

and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 2, herein.

Section 3. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. "Common Properties" shall include but not be limited to parks, playgrounds, swimming pools, boat docks, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

ARTICLE II
LOCATION

The principal office of the Association shall be at a place designated by the Board of Directors.

ARTICLE III
MEMBERSHIP

Section 1. 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, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage

instrument, or those holding by, through or under such mortgage instrument, or those holding by, through or under such mortgagee or third person.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation of such assessments is imposed against each owner of, and becomes a lien upon, the property against which assessments are made as provided by the appropriate article of the respective Declarations of Covenants and Restrictions to which The Properties are subject, said Covenants and Restrictions being duly recorded in the Public Records of Leon County, Florida, and which provide as follows:

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

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV
VOTING RIGHTS

The Association shall have one class of voting membership. Members of the Association shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III, Section 1. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and in the article entitled "Property Rights in the Common Properties" of the respective Declarations of Covenants and Restrictions applicable to The Properties.

Section 2. Any member's rights of enjoyment in the common properties and facilities extend to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary in writing of the name of any such tenant. Others may be extended the rights of enjoyment in the common properties and facilities as determined by the Board of Directors from time to time. The rights and privileges of any person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

ARTICLE VI
ASSOCIATION PURPOSES AND POWERS

The Association has been organized for the following purposes:

Section 1. To promote the health, safety and general welfare of the residents of Killearn Estates, and to own, acquire, build, operate and maintain recreational areas such as parks and playgrounds, including improvements thereon, and street lights, and otherwise as provided in Article II of the Articles of Incorporation of Killearn Homes Association.

Section 2. The powers and rights of the Association shall be as specified in the appropriate articles of the Articles of Incorporation of Killearn Homes Association, and such provisions are incorporated herein as fully and as completely as if specifically set forth.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. The provisions of Article IV of the Articles of Incorporation of Killearn Homes Association shall become a bylaw as fully and as completely as if specifically set forth.

Section 2. Vacancies in the Board of Directors shall be filled by the remaining directors. The name of any such appointed director designated to complete an unfulfilled term of more than fifteen (15) months shall be placed on the ballot for confirmation by the membership at the next annual election, a majority being required to approve the director's service during the final year of the term.

ARTICLE VIII
ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3. The Board of Directors shall appoint a standing committee entitled the Nominations Committee to consist of nine (9) association members in good standing. The Nominations Committee shall be constituted as follows: (a) a chairman to be chosen from the Board of Directors; (b) four (4) members, if possible, who have previously served on the Board of Directors; and (c) at least four (4) members who have never served on the Board of Directors.

Section 4. The Nominations Committee shall encourage broad participation throughout the Association in securing candidates for director positions. This effort shall include the opportunity for individual Association members to volunteer for nomination to the Board of Directors. The Chairman of the Nominations Committee shall submit to the Secretary the names of all candidates to be considered for nomination prior to consideration by the Nominations Committee. Only those candidates certified by the Secretary as "Association members in good standing" shall be eligible to be nominees for membership on the Board of Directors. The Nominations Committee shall finalize the slate of nominees so that the number of nominees shall be no fewer than 150 percent and no more than 200 percent of the directorships to be filled. The Nominations Committee shall report the slate of nominees to the Board of Directors at an October Board meeting.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominations Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy, and (d) note that the ballot shall be void if the member's assessment is delinquent. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the Board of Directors meeting scheduled to certify the results of the election).

Section 6. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot.

and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of the votes. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Elections Committee which shall consist of five members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall establish:

(a) that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them; and

(b) that the signature of the member or his proxy on the outside envelope is genuine; and

(c) that if the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XIV and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Elections Committee.

The outside envelope shall thereupon be placed in a safe or other locked place and the Elections Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

Section 8. The Board of Directors shall consist of nine (9) directors. A director's term of office shall commence on January 1 following his election, and shall extend for three (3) years or until his successor is elected. Elections held in 1977 to elect board members whose terms begin on January 1, 1978, shall be conducted under the following procedures: the nine nominees receiving the most votes shall constitute the Board of Directors for 1978. The five nominees receiving the greatest number of votes shall serve a term of two years; the remaining four directors shall serve a term of one year. Those persons elected to the Board of Directors in elections held after 2006 shall serve a term of three (3) years. The Board of Directors is responsible for overseeing all aspects of elections and for insuring that they are conducted in accordance with the appropriate provisions of the Articles of Incorporation and Bylaws.

The Board of Directors shall receive the report of the Elections Committee and shall certify and announce the results of the election only after satisfying itself that all election

procedures were properly followed. The Secretary shall record the certified election results in the permanent records of the Association, such record to include the name of each nominee and write-in candidate and the number of votes each person receives. A recount of the votes may be ordered by the Board of Directors and/or at the request of thirty-five (35) or more members in good standing who are personally in attendance at the meeting of the membership when the election results are announced. Should the recount be ordered in the latter manner, the recount shall be performed immediately by the Elections Committee in the presence of all those members who wish to observe. The result of any recount shall be recorded by the Secretary in the same manner as the results were originally recorded.

ARTICLE IX
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

(c) To establish up to the maximum amount allowed under the Covenants and Restrictions, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

(d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the annual meeting or to members in the covenants.

(f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

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

(a) To 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 is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) To 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 Appropriate articles of the respective Declarations of Covenants and Restrictions applicable to The Properties:

(1) To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

(2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

(3) To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X
DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the first Tuesday of each month provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held seven (7) days later and no notice thereof need be given.

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

Section 4. The transaction of any business at any meeting of the Board of Directors, however call and noticed, or whenever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meetings, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI
OFFICERS

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer. The president and the vice-president shall be members of the Board of Directors. These officers shall serve for a term of one (1) year commencing January 1.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and may sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice-president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio; the secretary of the Board of Directors shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. 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, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer may sign all checks and notes of the Association. Checks and notes shall also be signed by the any two of the following officers; president, vice-president, treasurer, or secretary.

ARTICLE: XII
COMMITTEES

Section 1. The Standing Committees of the Association shall be:

The Nominating Committee

The Recreation Committee

The Maintenance Committee

The Architectural Control Committee

The Public Relations Committee

The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for Board contact. The committees shall be appointed by the Board of Directors following each annual meeting to serve terms of one (1) year commencing on the following January 1. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in the appropriate articles of the respective Declarations of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Public Relations Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular meeting as provided in Article XI, Section 8. The treasurer shall be ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee (but then only as to those functions that are governed by the appropriate articles of the respective Declarations of Covenants and Restrictions applicable to The Properties) each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committees, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XIII
MEETINGS OF MEMBERS

Section 1. The annual meeting of the members shall be held during November of each year on a day and at an hour designated by the Board of Directors in the notice of such meeting, which is sent to the members.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice-President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership.

Section 3. Written notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary, and notices of the meetings shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties shall require a quorum as therein provided.

ARTICLE XIV
PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. A proxy need not be in any pre-printed form, but must be clearly and legibly identified, and signed, by member issuing proxy, giving street address and/or Lot, Block and Unit designation of property entitling membership.

Section 3. Proxies shall be assigned to another member, or marked as to voting preference on a particular issue. If assigned to another member, that member's name must be clearly stated on the proxy with inclusive dates of validity. Member holding rights to proxy must be present at any meeting where proxy is exercised. If proxy is not assigned, the proxy must be clearly marked as to what issue proxy is to be used for, with approximate date issue is to come up for vote, and voting preference clearly indicated.

Section 4. The Board of Directors may, if they so choose, cause to be printed and distributed to all members' proxy forms to be used by the general membership to vote on any particular issue. Such proxy forms as may be distributed by the Board of Directors

shall contain the issue in question clearly defined in detail, contain space for signature and address of member, and contain space, indicated and outlined, for member to vote "FOR", "AGAINST", or "at discretion of designated proxy."

Section 5. All proxies shall be in writing and filed with the Secretary prior to being counted in any voting. The Secretary shall validate all proxies by determining voting eligibility of person issuing proxy. No proxy shall extend beyond a period of one (1) year, and shall cease automatically upon sale by issuing member of property entitling membership.

Section 6. No proxy form shall be used for more than one (1) member. Any member holding title to more than one lot must clearly designate each lot for which he is voting.

ARTICLE XV
BOOKS AND PAPERS

The books, records and papers of the Association shall at all time during reasonable business hours, be subject to the inspection of any members.

ARTICLE XVI
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: KILLEARN HOMES ASSOCIATION.

ARTICLE XVII
AMENDMENTS

Section 1. These bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of the a quorum of members present in person or by proxy, providing that those provisions of these bylaws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

*As amended at a special meeting of the KILLEARN HOMES ASSOCIATION MEMBERSHIP on November 8, 2005.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
KILLEARN HOMES ASSOCIATION, INC

Killearn Homes Association, Inc., a Florida non-profit corporation, at the hands of its President, Bob Ippolito, and its Secretary, Claude Thigpen, hereby certifies that the Board of Directors of said corporation at a regular meeting called and held on November 8, 2005, by majority vote, amended Articles IV, XV, and restated the Articles of Incorporation.

ARTICLE I

The name of the corporation is KILLEARN HOMES ASSOCIATION, INC.

ARTICLE II

PURPOSES AND POWERS

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the residents within the following described property, to wit:

> Commence at the Southwest corner of Section 4, Township 1 North, Range 1 East, Leon County Florida, and run thence North 88 degrees 59 minutes East 881.64 feet, thence North 00 degrees 44 minutes 30 seconds East 1005.0 feet to the point of Beginning. From said Point of Beginning run thence North 86 degrees 44 minutes 30 seconds West 575.0 feet, thence North 68 degrees 44 minutes 30 seconds West 590.0 feet, thence North 26 degrees 45 minutes 30 seconds East 200.0 feet, thence South 62 degrees 01 minute 50 seconds East 206.84 feet, thence North 34 degrees 59 minutes East 432.02 feet to a point of curve to the right, thence northeasterly along said curve with a radius of 341.25 feet, through a central angle of 1 degree 40 minutes 45 seconds for an arc distance of 10.0 feet, thence North 53 degrees 20 minutes 15 seconds West, 180.0 feet, thence North 52 degrees 01 minutes East, 403.93 feet, thence South 62 degrees 15 minutes 30 seconds East 168.15 feet, thence South 84 degrees 49 minutes 30 seconds East, 288.25 feet, thence North 00 degrees 44 minutes 30 seconds East 60.16 feet, thence South 84 degrees 55 minutes 20 seconds East 443.37 feet, thence North 89 degrees 51 minutes 40 seconds East 708.10 feet; thence South 21 degrees 04 minutes 10 seconds

East, 140.14 feet, thence South 45 degrees 38 minutes 40 seconds East 125.65 feet, thence South 11 degrees 10 minutes 40 seconds East, 101.98 feet, thence South 72 degrees 48 minutes West 185.0 feet, thence South 17 degrees 12 minutes East 122.96 feet to a point on a curve concave to the Southeasterly, thence Northeasterly along said curve with a radius of 908.48 feet, through a central angle of 11 degrees 15 minutes 18 seconds (the chord of said arc being North 80 degrees 20 minutes East 178.16 feet) for an arc distance of 178.46 feet, thence South 4 degrees 03 minutes 10 seconds East 80.0 feet thence South 00 degrees 26 minutes 55 seconds West 261.54 feet, thence South 87 degrees 26 minutes 55 seconds West 70.0 feet, thence South 76 degrees 56 minutes 10 seconds West 619.27 feet, thence South 86 degrees 15 minutes 30 seconds West 480.0 feet, thence North 86 degrees 44 minutes 30 seconds West 210.00 feet to the Point of Beginning.

And such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article V herein, hereafter referred to as "The Properties" and for this purpose to have the authority to:

(a) own, acquire, build, operate and maintain recreation parks, street lights, playgrounds, swimming pools, boat docks, commons, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "the common properties and facilities";

(b) provide exterior maintenance for the lots and homes within The Properties;

(c) provide garbage and trash collection;

(d) maintain unkept lands and trees;

(e) supplement municipal services;

(f) fix assessments to be levied against The Properties;

(g) enforce any and all covenants, restrictions and agreements applicable to The Properties;

(h) pay taxes, if any, on the common properties and facilities;

(i) to promote the social welfare and education of the members hereof, and to promote the public safety within the confines of Killearn Estates, including, but not limited to the prevention of cruelty and danger to children and animals, and to generally promote the physical fitness and welfare, all for the benefit only of the members hereof; and,

(j) Insofar as permitted by law to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is or becomes 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 shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgages or third person.

Section 2. All members shall be entitled to one vote for each lot, in which they hold the interest required for membership by Section 1, provided, however, that in no event shall more than one vote be cast with respect to any such lot.

ARTICLE IV

BOARD OF DIRECTORS AND OFFICERS: SELECTION: TERMS OF OFFICE

The affairs of the corporation shall be managed by a Board of Directors consisting of not more than eleven (11) nor less than five (5) directors, all of whom must be members of the association, and a President, Vice-President, a Secretary, and a Treasurer. Directors shall be elected by the membership and serve for a term of three years or until their successors are duly elected. Ballots shall be mailed to all members prior to the annual meeting which shall be held in November on a date to be set by the Board of Directors. The incoming Board of Directors shall elect the officers to serve during its term of office.

ARTICLE V

ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to the properties described in Article II may be only made in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent to two-thirds of those voting irrespective of class, of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VI

MERGERS AND CONSOLIDATIONS

Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article II, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other nonprofit corporations organized for the same purpose, provided that any such merger or consolidation shall have the assent of two- thirds of the votes irrespective of class of members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII

MORTGAGES: OTHER INDEBTEDNESS

The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

The total debts of the corporation including the principal amount of such mortgages; outstanding at any time, shall not exceed the total of five (5) years. assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes irrespective of class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VIII

QUORUM FOR ANY ACTION GOVERNED BY ARTICLES V, VI, VII, AND VIII OF THESE ARTICLES

The quorum required for any action governed by Articles V, VI, VII, and VIII of these Articles shall be as follows:

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

This article may be amended by an affirmative vote or two-thirds of the votes of those members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE IX

DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

DISSOLUTION

The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of the total outstanding votes. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets (which shall be consonant with Articles XII hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XII

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation.

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 purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XIII

AMENDMENTS

These Articles may be amended by a two-thirds vote of those members voting in person or by proxy; at a meeting called for that purpose at which a quorum of fifteen (15) percent of the total, membership is forthcoming, either by members present or by proxy; provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XIV

INDEMNIFICATION

The Corporation shall the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, against expenses including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

ARTICLE XV

REGISTERED OFFICE AND AGENT

The address of the registered office of the corporation is 2705 Killarney Way, Tallahassee, Florida, 32309 and the name of its registered agent at such address is Brad Trotman.

In Witness Whereof said corporation has caused this document to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this the 8th day of October, 2007.

(SEAL)

KILLEARN HOMES ASSOCIATION, INC.
A non-profit Florida corporation

By _____
Bob Ippolito, President

Attest:

_____
Claude Thigpen, Secretary

STATE OF FLORIDA
COUNTY OF LEON

On this day personally appeared before me the undersigned officer duly authorized by the laws of the State of Florida to its acknowledgments, the President of Killearn Homes Association, Inc., a non-profit Florida corporation, and acknowledged that he executed the above and foregoing Amended and Restated Articles of Incorporation as such officer for and on behalf of said corporation after having been duly authorized so to do.

Witness my hand and official seal at Leon County, Florida, this the 8th day of October, 2007.

_____
Notary Public; State of Florida

My Commission Expires: Aug 21, 2010

Bonnie B. White
Commission # DD580780
Expires August 21, 2010

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-17-038

February 7, 2017

Ms. Kristin A. Gardner, Esq.
2065 Thomasville Rd. Suite 102
Tallahassee, Florida 32308

Re: Killearn Homes Association, Inc. Unit 1

Dear Ms. Gardner:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Killearn Homes Association, Inc. Unit 1 and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

FINAL ORDER NO. DEO-17-038

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER.

FINAL ORDER NO. DEO-17-038

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 10th day of February, 2017.

Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Ms. Kristin A. Gardner, Esq.
2065 Thomasville Rd. Suite 102
Tallahassee, Florida 32308

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

20150055520 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 4824 PG: 1576,
07/23/2015 at 02:07 PM, BOB INZER, CLERK OF COURTS

KILLEARN ESTATES SUBDIVISION
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON

January 1st, 2014

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

WITNESSETH:

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

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

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

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

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY
UNOFFICIAL DOCUMENT

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

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

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY
UNOFFICIAL DOCUMENT

In the Leon County, Florida, Public Records:

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

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER * LEON COUNTY *
UNOFFICIAL DOCUMENT

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

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

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

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY
UNOFFICIAL DOCUMENT

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

KILLEARN HOMES ASSOCIATION, INC.

By: Bob Ippolito

Its: President

(Corporate Seal)

Attest:

By: M Lucas

Its: Vice President

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 8th day of July, 2014, by BOB IPPOLITO, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.

Susan T. Barlow
NOTARY PUBLIC
My commission Expires:

SUSAN T. BARLOW
Commission # EE 837196
Expires October 22, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER * LEON COUNTY *
UNOFFICIAL DOCUMENT

R20010058633
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2534 PG: 02353
AUG 01 2001 03:06 PM
BOB INZER, CLERK OF COURTS

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 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:"

W I T N E S S E T H :

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 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.

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BOB INZER, CLERK OF COURTS

NOW, THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED,

Declarant hereby amends the covenants and restrictions pertaining to those Units of the Killearn Estates Subdivision fully described 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	

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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 Killearn Estates by ensuring compliance with the

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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 Killearn 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

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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:

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PUBLIC RECORDS LEON CNTY FL
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BOB INZER, CLERK OF COURTS

Unit	O.R. Book	Page No.
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
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

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BOB INZER, CLERK OF COURTS

	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.

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AUG 01 2001 03:06 PM
BOB INZER, CLERK OF COURTS

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: _____
Its: PRESIDENT Roger J OSBorne

(Corporate Seal)

Attest:
By: _____
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.

_____
NOTARY PUBLIC

My Commission Expires:

LAURIE RIGG
MY COMMISSION # CC 836971
EXPIRES: May 16, 2003
Bonded Thru Notary Public Underwriters

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":

W I T N E S S E T H :

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.

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JUL 11 2001 09:51 AM
BOB INZER, CLERK OF COURTS

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 Killearn 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: _____
Its: President Roger J. Osborne

(Corporate Seal)

Attest:

By: _____
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 Killearn Homes Association, Inc., a Florida corporation, on behalf of the corporation. ~~He/She~~ is personally know to me or has produced _____ as identification.

_____
NOTARY PUBLIC

My Commission Expires:

LAURIE RIGG
MY COMMISSION # CC 836871
EXPIRES: May 16, 2003
Bonded Thru Notary Public Underwriters

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:"

W I T N E S S E T H :

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

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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 Killearn 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:

Unit	Article
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

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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:

Unit	Article #
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";

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BK: R2502 PG: 01141

found in:

Unit	Article #
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..

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BOOK: R2502 PAGE: 01142
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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:

Unit	O.R. Book	Page No.
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

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BOOK: R2502 PAGE: 01143
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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
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

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RECORDED IN
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BOOK: R2502 PAGE: 01144
MAY 22 2001 10:18 AM
BOB INZER, CLERK OF COURTS

BK: R2502 PG: 01144

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: Roger C. Osborne
Its: President

(Corporate Seal)

Attest:

By: Arthur S. Kinser, Jr.
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.

Laurie Rigg
NOTARY PUBLIC

My Commission Expires:

LAURIE RIGG
MY COMMISSION # CC 836971
EXPIRES: May 16, 2003
Bonded Thru Notary Public Underwriters

20250042163 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 6084 PG: 1955,
08/06/2025 at 02:49 PM,
GWEN MARSHALL, CLERK OF COURTS

KILLEARN ESTATES SUBDIVISON
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON

August 5, 2025

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

WITNESSETH:

WHEREAS, Declarant is the Assignee of Developer Killearn Properties, Inc.'s right to amend the Covenants and Restrictions 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 of raising the annual assessment due and payable by each and every Member; and

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

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

1. This instrument hereby delineates a new annual assessment schedule, applicable to each and every Member to be assessed beginning January 1, 2026;
2. The new annual assessment, moved by the Membership and affirmed by proper procedure, shall be as follows:
    a. Single Family Dwelling - $200.00 per year
    b. Multi-Family Dwelling - $125.00 per year

c. Single Family Dwelling on lakefront - $275.00 per year

d. Multi-Family Dwelling on lakefront - $162.50 per year

3. This instrument does not alter or change any Article of Section of the Covenant 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:

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

25	1420	1431
26	1025	1288
27	1284	1677
28	747 780 1146 1360 1373	276 767 485 1025 771
29	993	427
30	968	2353
31	1237	1079
32	993	22
33	1094	22
34	1073	2393
35	993	427
36	1157	1203
37	1458	0181
38	1469	0019
39	1571	2086
40	1520	2025
41	1788	2373
50	403	113
51	1161	1280
53	848	221
54	745	491
55	878	359
56	931	177
57	1436	0487

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

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

KILLEARN HOMES ASSOCIATION, INC.

By: _____
Steve Givens
Its: President

(Corporate Seal)

Attest:

_____
By: Luke Brown
Its: Secretary

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5 day of Aug, 2025, by STEVE GIVENS, as PRESIDENT of the Killearn Homes Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.

Notary Public State of Florida
Matthew Flynn
My Commission HH 656626
Expires 3/25/2029

Sign: _____
Write: Matthew Flynn
NOTARY PUBLIC

My commission expires: