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

20170009321
THIS DOCUMENT HAS BEEN
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LEON COUNTY FL
BK: 5027 PG:186, Page1 of 44
02/14/2017 at 02:17 PM,

GWEN MARSHALL, CLERK OF COURTS

NOTICE OF FILING OF REVIVED DOCUMENTS FOR UNITS 29/32/35 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 Units 29/32/35 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 Units 29/32/35;
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 3, 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 10th day of February, 2017.

WITNESSES:

Name: Annabell Brevins

Name: Frances Michels

KILLEARN HOMES ASSOCIATION, INC.

By: John Paul Bailey
PRESIDENT – John Paul Bailey

By: David Ferguson
SECRETARY – David Ferguson

Sworn to (or affirmed) and subscribed before me this 10th 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 _____ as identification.

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

DIANE LYNN ALLEWELT
Notary Public - State of Florida
Commission # GG 059536
My Comm. Expires Jan 3, 2021
Bonded through National Notary Assn

STATE OF FLORIDA

KILLEARN ESTATES, UNIT TWENTY-NINE, THIRTY-TWO AND THIRY-FIVE 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 10th 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 I 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 I together with such additions as have been or may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, 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 Exhibit "A," and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I – PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, contains 51.74 acres, more or less, and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additional properties in 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 Killearn Homes Association shall be uniform as between all units of Killearn Estates.

ARTICLE II – DEFINITIONS

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

(a) "Association" shall mean and refer to the Killearn Homes Association, Inc.
(b) "Board" shall mean and refer to the Board of Directors of the Killearn Homes Association.
(c) "Building" shall include, but not limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and decks, carports, canopies, enclosed malls, porches, walls, docks, and fences.
(d) "Committee" shall mean and refer to the Architectural Control Committee.
(e) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
(f) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas

distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

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

(h) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

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

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

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

(l) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property. In areas zoned for single-family use, "site" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

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

ARTICLE III – GENERAL PROVISIONS

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

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

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

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

ARTICLE IV – AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

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

ARTICLE V – 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 described in Article I hereof.

ARTICLE VI – ARCHITECTURAL CONTROL

No improvements, as defined herein, shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Association of said land or contiguous lands.

ARTICLE VII – 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. 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. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Committee for approval a description of materials and such samples of building materials proposed to be used as the Committee shall specify and require.

ARTICLE VIII – LAND USE AND BUILDING TYPE

No site shall be used except for residential and recreational purposes. Except in areas zoned for multi-family use, no building of any type 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 attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX – TEMPORARY STRUCTURES

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

Except for areas zoned for multi-family use, boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however in no event shall the vehicles be visible from the street which runs in front of the property.

ARTICLE X – SINGLE-FAMILY LOT AREA AND WIDTH

No dwelling shall be erected or placed on any single-family site having a width of less than 80 feet at the place the dwelling is proposed to be erected nor shall any dwelling be erected or placed on any site having an area of less than 12,000 square feet.

ARTICLE XI – DWELLING QUANTITY AND SIZE

Unit 29

(A) The ground floor area of the main structure of single-family dwellings, exclusive of one-story porches, garages, carports, and patios shall be not less than the following:

Lots fronting on or adjacent to:
(a) Lake Kinsale – 2,000 square feet
(b) Lake Killarney – 2,000 square feet
(c) All other lots – 1,400 square feet

In the event a structure contains more than one story, the ground floor must contain not less than 1,200 square feet and must be completely finished as living area, and at least 600 square feet of the second floor must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

(B) Dwellings on multi-family zoned property shall consist of no more than 12 living units per acre, with a minimum of 1,000 square feet per living unit.

Unit 32

(A) The ground floor area of the main structure of single-family dwelling, exclusive of one-story porches, garages, carports and patios shall be not less than the area specified in Exhibit "B", included herein.

In the event a structure contains more than one story, the ground floor must contain not less than 800 square feet for lots off the golf course, with a total square footage required of 1,600 square feet.

Unit 35

(A) The ground floor area of the main structure of single-family dwelling, exclusive of one-story porches, garages, carports, and patios shall be not less than the area specified in Exhibit "B", included herein.

In the event the structure contains more than one story, the ground floor must contain not less than 1,200 square feet and must be completely finished as living area, and at least 600 square feet of the second floor must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

No building shall be located on any site nearer to the front of the property line, rear property line, or nearer to the side street line than the minimum building set-back lines specified on any recorded plat or side plan, or as otherwise specified by the Committee.

(B) Dwellings on multi-family zoned property shall consist of no more than 17 dwelling units per acre. As it relates to the property described in Schedule 1 herein, there shall not be more than 408 dwelling units constructed thereon.

ARTICLE XII – BUILDING LOCATION

Unit 29 and 35

(a) No building shall be located on any site nearer to the front property line, rear property line, or nearer to the side street line than the minimum building setback lines specified on any recorded plat or site plan. In any event, no building shall be located on any single-family site nearer than 40 feet to the front property line, or nearer than 20 feet to any side property line, or as otherwise specified by the Committee.

(b) No single-family dwelling shall be located nearer than 15 feet to an interior property line and must be at least 30 feet from an existing adjacent house. No single-family dwelling shall be located on any interior site nearer than 50 feet to the rear property line.

(c) Dwellings on multi-family zoned property shall maintain a minimum of a 20 foot setback from the front property line, 0 feet from an interior side lot line, and the rear setback on lake lots shall be 50 feet. Setbacks from all exterior boundaries of the three multi-family tracts described in Exhibit "A", attached hereto, shall be 50 feet, or as otherwise specified by the Committee.

(d) No driveway shall be located nearer than 5 feet to an interior property line, except a back-up turn-around pad may be located as near as one foot to a property line.

(e) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior property line.

(f) No fence or prominent structure of any kind shall be permitted on the rear 50 feet of any site which has a rear property line adjacent to the Golf Course property, unless approved by the Committee. No fence or prominent structure of any kind shall be permitted on the rear 50 feet of any site which has a rear property line adjacent to any existing lake except that a fence may be constructed within 5 feet of and parallel to each side property line and extending to the rear property line.

(f) 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 site.

Unit 32

(a) No building shall be located on any site nearer to the front of the property line, rear property line, or nearer to the side street line than the minimum building set-back lines specified on any recorded plat or side plan, or as otherwise specified by the Committee.

(b) No single-family dwelling shall be located nearer than 74 feet to an interior property line and must be at least 15 feet from an existing adjacent house. No single-family dwelling shall be located on any interior site nearer than 35 feet to the rear line.

(c) No driveway shall be located nearer than 1 foot to an interior property line.

(d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front of property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior property line.

(e) No fence or prominent structure of any kind shall be permitted on the rear 50 feet of any site which has a rear property line adjacent to the Golf Course property, unless approved by the Committee. No fence or prominent structure of any kind shall be permitted on the rear 50 feet of any site which has a rear property line adjacent to any existing lake except that a fence may be constructed within 5 feet of and parallel to each side of property line and extending to the rear property line.

(f) 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 to encroach upon another site.

ARTICLE XIII – LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any site 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 XIV – EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be at least two-thirds (2/3) brick or stone masonry, unless specifically waived in writing by the Committee.

ARTICLE XV – GARAGES AND CARPORTS

Unit 29 and 35

Each Living Unit, except a multi-family structure, shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of or adjacent to the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face the rear property line or a side property line that is not adjacent to a street. In no instance shall the entrance be permitted to face the front property line of the property.

Unit 32

Each living Unit shall have a functional garage attached to the residence. In no instance shall the entrance be permitted to face the front lot line of the property unless the garage is enclosed and equipped with doors, or unless approved by the Architectural Review Committee.

ARTICLE XVI – DRIVEWAY AND WALKWAY 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. Except in areas zoned for multi-family use, all walkways and sidewalks shall be constructed of concrete and have a minimum width of 30 inches.

ARTICLE XVII – 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 building structure in such manner to be acceptable to the governing utility authority and the Committee.

Exterior radio and television antenna installations must be approved in writing by the Architectural Control Committee in advance.

ARTICLE XVIII – WATER SUPPLY

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

ARTICLE XIX – SEWAGE DISPOSAL

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

ARTICLE XX – GARBAGE AND REFUSE DISPOSAL

No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in City provided trash and recycling bins. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XXI – WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE XXII – 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 XXIII – SIGNS

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XXIV – PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on the plat. Except as otherwise provided herein regarding street intersections under "Sight Distance At Intersections," plantings, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the sites 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 XXV – 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 XXVI – EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner thereof, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XXVII – BRIDLE TRAIL USE

Bridle trail areas, if any, shown on the recorded plats of Killearn Estates, are to be used only for such purpose, and for utility construction and maintenance. Bridle trails are to kept clear of fences, shrubbery, gates and cattle crossings, leaves, grass trimmings, limbs or other refuse, and are to be kept in a manner to make possible the use of the bridle trails for horseback riding. In no instance shall the bridle trails be used as an access to carports, garages and driveways.

ARTICLE XXVIII – LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood.

ARTICLE XXIX – 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 site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. 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 XXX – NUISANCES

No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

ARTICLE XXXI – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any site which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person. The record owner may, at his option, designate that the occupant of a residential living unit be the member in his stead.

Section 2. Voting Rights. Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each single-family site, and, in the case of a multi-family site, one-half (1/2) vote for each residential living unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

ARTICLE XXXII – PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

Section 2. Title to Common Properties. The 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 site is acquired, which results in membership rights as herein provided.

ARTICLE XXXIII – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any site 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, 1981, the annual assessment shall be Fifty ($50.00) Dollars per lot. From and after January 1, 1981, 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 Forty ($40.00) Dollars. From and after June 1 of each year, the annual dues shall be Fifty ($50.00) Dollars. The assessment for any multi-family Living Units shall be one half (1/2) of the assessment specified herein.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of 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 I, Section 2 hereof.

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

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (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 to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each site for each assessment period 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 such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

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

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

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

ARTICLE XXXIV – EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant sites and shall have the right to provide maintenance upon every improved site which is subject to assessment under article XXXIII hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the site upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such site is subject under Article XXXIII hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided in Article XXXIII hereof.

ARTICLE XXXV – LAKES, BOATS, AND DOCKS

Section 1. Boats. Boats may be powered only by an outboard electric motor having a maximum of three (3) horsepower and shall be maintained and operated at all times in a safe manner according to the safety rules established by the Outboard Boating Club of America, U.S. Coast Guard, or other similar organizations.

Section 2. Landscaping. The dumping, filling, excavation, planting of spreading-type vines or other foliage, fencing, or the cutting of trees having a diameter of three (3) inches or more which would change the configuration of the shoreline or disturb the appearance and natural beauty of the shore within fifty (50) feet of the water's edge is prohibited.

Section 3. Dock Height. Docks shall be constructed perpendicular to the shoreline of any lake and be not more than one foot above the crest of the bank along the shoreline and in no event higher than two feet above the established water level.

Section 4. Dock Size and Shape. Docks shall have a flat, unobstructed surface constructed of wood and a rectangular shape not to exceed twenty-five (25) feet in length and six (6) feet in width which shall be supported by either concrete or wood pilings, or as otherwise specified by the Committee.

Section 5. Dock Appearance. All wooden surfaces shall be painted and maintained so as to blend architecturally with the residence and the environment and present a neat, orderly, and well-kept appearance in a manner to be acceptable to the Architectural Control Committee.

Section 6. Prohibitions. Diving platforms, floating docks, oil drums, other buoyant objects or materials, ladders, hand railings, overhead electrical wiring, fishing methods employing the use of other than a hand-held device, and boat houses are specifically prohibited on any residential lot abutting a lake.

Section 7. Swimming. No swimming shall be permitted from any area deeded to the Killearn Homes Association, Inc. Any owner of a site or sites abutting upon Lake Killarney, Lake Kanturk, or any other lake who swim or permit others to swim from such site or sites shall do so at their own risk. Killearn Homes Association, Inc. does not assume any responsibility for the purity of the water in Lake Killarney and Lake Kanturk or any damage resulting from their use.

Section 8. Authority and Responsibility. It shall be the sole responsibility of the Association to maintain the aesthetics of all lakes, the discharge of which jurisdiction shall entitle said Association to go on and upon all lakes for the purpose of performing its responsibilities to the members and contributing owners.

Section 9. Permission to Improve. Permission is given to Killearn Homes Association, its successors or assigns, to enter upon all lakes and install or otherwise construct, any docks, ramps, pumping, drainage and well facilities, and to improve all lakes. Permission to undertake such construction is granted by each purchaser of property bordering any lake.

Section 10. For all single family sites fronting on any existing lake, and for multi-family Living Units which are part of a tract fronting on any existing lake, the annual assessment in Article XXXIII shall be one hundred fifty (150) percent of the annual assessment applicable to other sites.

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:

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 10th day of February, 2017.

Notary Public

My Commission Expires:

DIANE LYNN ALLEWELT
Notary Public - State of Florida
Commission # GG 059536
My Comm. Expires Jan 3, 2021
Bonded through National Notary Assn.

15.03 Acre Apartment Site

Commence at the most Northern corner of Lot 13, Block "KK" of Killearn Estates Unit No. 3, as recorded in Plat Book 5, Page 12 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT run North 72 degrees 20 minutes 17 seconds East 714.54 feet, thence North 37 degrees 45 minutes 52 seconds East 100.00 feet, thence South 53 degrees 44 minutes 41 seconds East 1070.17 feet, thence North 80 degrees 23 minutes 52 seconds East 137.34 feet, thence North 83 degrees 12 minutes 40 seconds East 60.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence North 67 degrees 45 minutes 54 seconds East 858.87 feet, thence North 08 degrees 07 minutes 48 seconds West 282.84 feet, thence East 554.73 feet, thence South 50 degrees 37 minutes 40 seconds West 120.34 feet to a point of curve to the left, with a central angle of 80 degrees 16 minutes 03 seconds, a radius of 543.53 feet, thence along said curve in a Southerly direction for an arc length of 761.45 feet to a point of reverse curve with a central angle of 89 degrees 30 minutes 08 seconds, a radius of 30.0 feet, thence along said curve in a Southerly direction, for an arc length of 46.86 feet, thence South 59 degrees 51 minutes 45 seconds West 251.66 feet to a point of curve to the right with a central angle of 58 degrees 52 minutes 22 seconds, a radius of 590.23 feet, thence along said curve in a Westerly direction, for an arc length of 606.47 feet, thence North 61 degrees 15 minutes 53 seconds West 98.60 feet to a point of curve to the right, with a central angle of 54 degrees 28 minutes 33 seconds, a radius of 378.50 feet, thence Northwesterly along said curve for an arc length of 359.87 feet to the POINT OF BEGINNING; containing 15.03 acres, more or less.

EXHIBIT "A" - Page 1 of 3

Brown, Robertson & Brown
CIVIL ENGINEERS & LAND SURVEYORS
1471 Timberlane, Suite 170 • Tallahassee, Florida 32312
Telephone (904) 893-1430

RECORDING NOTICE
Document legibility unsatisfactory for clear reproduction in the public records.

24.86 ACRE MULTI-FAMILY TRACT

Begin at a concrete monument marking the northwest corner of Lot No. 1, Block 'Q' of Killearn Estates Unit No. 26, a subdivision as per map or plat thereof as recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida and proceed:

THENCE North 09 degrees 27 minutes 58 seconds West a distance of 237.09 feet to a point for corner;

THENCE South 77 degrees 12 minutes 18 seconds West a distance of 419.73 feet to a point for corner;

THENCE South 87 degrees 23 minutes 26 seconds West a distance of 489.10 feet to a point for corner;

THENCE North 65 degrees 16 minutes 40 seconds West a distance of 368.07 feet to a point for corner;

THENCE South 07 degrees 04 minutes 52 seconds West a distance of 395.59 feet to a point for corner;

THENCE South 49 degrees 15 minutes 08 seconds East a distance of 354.88 feet to a point for corner;

THENCE South 53 degrees 54 minutes 21 seconds East a distance of 442.32 feet to a point for corner;

THENCE South 55 degrees 08 minutes 04 seconds East a distance of 413.24 feet to a point for corner;

THENCE South 68 degrees 58 minutes 14 seconds East a distance of 293.93 feet to a point for corner;

THENCE North 06 degrees 47 minutes 20 seconds West a distance of 56.52 feet to a point of curve;

THENCE along a curve to the right having a radius of 440.00 feet, a central angle of 044 degrees 22 minutes 35 seconds, an arc length of 340.79 feet, and a chord which bears North 15 degrees 23 minutes 57 seconds East to a point on a line;

THENCE North 37 degrees 35 minutes 15 seconds East a distance of 357.36 feet to a point of curve;

THENCE along a curve to the right having a radius of 440.00 feet, a central angle of 007 degrees 08 minutes 39 seconds, an arc length of 54.86 feet, and a chord which bears North 41 degrees 09 minutes 35 seconds East to a point on a line;

THENCE North 45 degrees 16 minutes 09 seconds West a distance of 359.39 feet to the POINT OF BEGINNING, and containing 1083086.041 square feet or 24.8642 acres of land, more or less.

This is to certify to Florida Federal Savings and Loan Association, Killearn Golf and Country Club, Inc., a Florida corporation, and Tallahassee Title Company that this is a true and correct representation of a transit-tape survey made under my direction, that there are no encroachments either way across the boundary lines of the subject property except as shown hereon, that there are not easements or rights of way or set back lines of record affecting said property other than as shown to the best of my knowledge and belief, and that this survey was made in accordance with the minimum standard detail requirements for land title surveys established and adopted by the Florida Department of Professional Regulation, Board of Land Surveyors, Chapter 21HH-6 of Florida Administrative Code effective October 1, 1981.

2/1/71

BENJAMIN E. BROWN
Florida Registered Engineer No. 20813
Florida Registered Land Surveyor No. 3

NOT VALID WITHOUT AN EMBOSSED SEAL

PEBBLE CREEK

12.73 Acres

Commence at the Southeast corner of Lot 14, Block "AH" of Killearn Estates Unit No. 10, as recorded in Plat Book 6, Page 4 of the Public Records of Leon County, Florida, and run South 03 degrees 05 minutes 40 seconds West along the Westerly right of way boundary of Edenderry Drive 115.00 feet, thence South 86 degrees 54 minutes 20 seconds East 60.00 feet to the Easterly right of way boundary of said Edenderry Drive, said point lying on a curve concave to the Westerly and being the POINT OF BEGINNING. From said POINT OF BEGINNING and from a tangent bearing of South 03 degrees 05 minutes 40 seconds West run Southerly along said right of way curve with a radius of 430.54 feet, through a central angle of 10 degrees 56 minutes 30 seconds, for an arc distance of 82.22 feet, thence South 75 degrees 57 minutes 40 seconds East 105.46 feet, thence South 00 degrees 18 minutes 57 seconds East 163.33 feet, thence South 18 degrees 23 minutes 07 seconds East 634.17 feet, thence South 06 degrees 07 minutes 18 seconds East 156.90 feet, thence North 67 degrees 10 minutes 24 seconds East 572.25 feet, thence North 38 degrees 27 minutes 06 seconds East 245.08 feet, thence Northerly along a line 22.0 feet Westerly of and parallel to the approximate centerline of a paved road as follows: North 54 degrees 42 minutes 24 seconds West 74.78 feet to a point of curve to the right, thence along said curve with a radius of 137.44 feet, through a central angle of 38 degrees 13 minutes 20 seconds, for an arc distance of 91.69 feet, thence North 16 degrees 29 minutes 04 seconds West 52.32 feet to a point of curve to the right, thence along said curve with a radius of 148.06 feet, through a central angle of 54 degrees 33 minutes 10 seconds, for an arc distance of 140.97 feet, thence North 38 degrees 04 minutes 06 seconds East 148.88 feet to a point of curve to the left, thence along said curve with a radius of 138.79 feet, through a central angle of 08 degrees 12 minutes 48 seconds, for an arc distance of 19.90 feet, thence leaving said parallel line run South 85 degrees 42 minutes 41 seconds West 309.12 feet, thence North 85 degrees 24 minutes 30 seconds West 354.72 feet, thence North 40 degrees 24 minutes 30 seconds West 226.31 feet, thence North 87 degrees 21 minutes 18 seconds West 178.79 feet, thence South 03 degrees 05 minutes 40 seconds West along the Easterly right of way boundary of said Edenderry Drive 5.43 feet to the POINT OF BEGINNING; containing 12.73 acres, more or less.

EXHIBIT "B"

DWELLLING QUANTITY AND SIZE

Pursuant to the provisions of Article XI, the ground floor area of a single story structure shall not be less than the following:

Lots fronting on or adjacent to:

(a) Lake Kinsale: 2,000 square feet

(b) Lake Killarney: 2,000 square feet

(c) All other lots: 1,400 square feet

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-17-024

February 3, 2017

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

Re: Killearn Homes Association, Inc. Units 29/32/35

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 29/32/35 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-17-024

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-17-024

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 3rd 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: _____

Its: President

(Corporate Seal)

Attest:

By: _____

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.

_____
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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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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BK: R2534 PG: 02358
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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

R2001005863
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PUBLIC RECORDS LEON CNTY. FL
BK: R2534 PG: 02359
AUG 01 2001 03:06 PM
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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R20010058633
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2534 PG: 02360
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: Roger J. Osborne
Its: PRESIDENT Roger J OSBORNE

(Corporate Seal)

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

STATE OF FLORIDA)

COUNTY OF LEON)

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

Laurie Rigg
NOTARY PUBLIC

My Commission Expires:

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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PUBLIC RECORDS LEON CNTY FL
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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: Roger J. Osborne
Its: President Roger J. Osborne

(Corporate Seal)

Attest:

By: Arthur G. Wimer Jr.
Its: Secretary Arthur G. Wimer Jr.

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 9th day of July, 2001 by Roger J. Osborne, as President of the 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 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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PUBLIC RECORDS LEON CNTY FL
BOOK: R2502 PAGE: 01139
MAY 22 2001 10:18 AM
BOB INZER, CLERK OF COURTS

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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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PUBLIC RECORDS LEON CNTY FL
BOOK: R2502 PAGE: 01140
MAY 22 2001 10:18 AM
BOB INZER, CLERK OF COURTS

BK: R2502 PG: 01140

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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PUBLIC RECORDS LEON CNTY FL
BOOK: R2502 PAGE: 01141
MAY 22 2001 10:18 AM
BOB INZER, CLERK OF COURTS

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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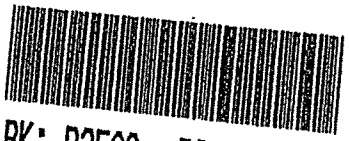
PUBLIC RECORDS LEON CNTY FL
BOOK: R2502 PAGE: 01142
MAY 22 2001 10:18 AM
BOB INZER, CLERK OF COURTS



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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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RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: R2502 PAGE: 01143
MAY 22 2001 10:18 AM
BOB INZER, CLERK OF COURTS

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

R20010037705
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
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. Vinnes, 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: