

OFF. REC. 376 PAGE 613

KILLEARN ACRES, UNIT THREE

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, Made and entered into on this 30th day of June, A. D. 1969, by KILLEARN PROPERTIES, INC., a Florida corporation, hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

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

ARTICLE I

DEFINITIONS

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

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

(b) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY,
FLA.
IN THE BOOK & PAGE NO.
AUG 23 3
AT THE TIME OF RECORDING
PAUL E. HARRIS
CLERK OF CIRCUIT COURT

211260

REC.376 pg 614

(c) "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.

(d) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual lot.

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

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

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

Unit Three of Killearn Acres as per recorded plat in the official records of Leon County, Florida, Official Record Book 5, at page 47.

Section 2. Additional Units of Killearn Acres 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 Developer.

ARTICLE III
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives appointed by the Developers. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not

OFF. REC. 376 pg 615

suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the Developer of said land or contiguous lands. Such building plans and specifications shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE IV LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height.

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE V DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than:

1200 square feet for a one-story dwelling, nor less than 800 square feet for the ground level of a dwelling of more than one story. In the event a structure contains more than one story, the ground floor area must be completely finished as living area and at least 600 square feet of the second floor area must be completely finished as living area.

ARTICLE VI BUILDING LOCATION

(a) No building shall be located on any lot nearer to the

SEE 376 PAGE 616

front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line and no driveway shall be located nearer than 3 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line.

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

ARTICLE VII LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

ARTICLE VIII EASEMENTS

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

ARTICLE IX NUISANCES

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

85:376 ~~617~~

ARTICLE X
TEMPORARY STRUCTURES

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

ARTICLE XI
SIGNS

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

ARTICLE XII
OIL AND MINING OPERATIONS

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

ARTICLE XIII
LIVESTOCK AND POULTRY

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

ARTICLE XIV
GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers in such a manner to be acceptable by the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

REF.376 pg618

ARTICLE XV
WATER SUPPLY

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

ARTICLE XVI
SEWAGE DISPOSAL

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

ARTICLE XVII
PROTECTIVE SCREENING

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

ARTICLE XVIII
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 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.

OFF.376 PAGE 619

ARTICLE XIX
LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of an 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 XX
ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of Bill G. Cartee, Tallahassee, Florida; Millard J. Noblin, Tallahassee, Florida; and a third party to be appointed by the Developer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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

ARTICLE XXI
GARAGE AND CARPORT ENTRANCES

Carports shall be screened on sides which are visable from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. In the event a garage entrance faces the front lot line, the garage must be enclosed with garage doors.

ARTICLE XXII
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 Architectural Control Committee.

REC-376 REG-620

ARTICLE XXIII
BRIDLE TRAIL USE

Bridle trail areas shown on the plat of Killearn Acres Unit Three are to be used only for such purpose, and for utility construction and maintenance. Bridle trails are to be kept clear of fences, shrubbery, gates and cattle crossings, and are to be kept in a manner to make possible the use of the bridle trails for horse back riding at the expense of the owner of the land adjacent to the bridle trail.

ARTICLE XXIV
WINDOW AIR-CONDITIONING UNITS

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

ARTICLE XXV
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 XXVI
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been

REC:376 MAF21

violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE XXVII
ADDITIONAL COVENANTS AND RESTRICTIONS

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

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

Section 2. Notices. Any notice required to be sent to any Member of 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 Owner on the public records of Leon County, Florida, 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 any failure by any Owner or Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

OFF. REC. 376 pg 622

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.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary this 25 day of August, A. D. 1969.

KILLEARN PROPERTIES, INC.
(Developer)



By: B. G. Carter
President

Attest:

Millard J. Noblin
Assistant Secretary

STATE OF FLORIDA
COUNTY OF LEON:

Before me personally appeared BILL G. CARTEE and MILLARD J. NOBLIN, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Assistant Secretary of the above named KILLEARN PROPERTIES, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Assistant Secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 25 day of August, A. D., 1969.

Wanda H. Young
Notary Public

My Commission expires:

Notary Public, State of Florida at large.
My Commission Expires Oct. 23, 1971.

10-23-71