

REC: 780 PAGE 767

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IN THE BOOK 5, PAGE 170.

AMENDMENT TO
KILLEARN ESTATES
RESIDENTIAL

MAY 5 9 47 AM 1976

AT THE TIME & DATE NOTED
PAUL F. PARTSFIELD
CLERK OF CIRCUIT COURT

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS, That this Amendment to Declaration of Covenants and Restrictions is made and entered into this 29th day of April, A.D. 1976, by KILLEARN PROPERTIES, INC., a Florida corporation, hereinafter sometimes referred to as "Developer".

WHEREAS, the original Declaration of Covenants and Restrictions dated October 29, 1975 was filed for record on November 10, 1975 in the Public Records of Leon County, Florida in Official Record Book 747 at Page 276-92 (Clerk's File No. 350101);

WHEREAS, the real property affected by the original Declaration and by this Amendment is located in Leon County, Florida and legally described in Exhibit A attached hereto and made a part hereof, such real property being sometimes hereinafter referred to as the Property;

WHEREAS, the Developer has further considered the nature of the Property, its highest and best use, and the relationship of the use of other sections of Killearn Estates to the use of the Property;

WHEREAS, under Article IV of the original Declaration (dealing with amendment) the Developer retained the right to amend the covenants and restrictions;

WHEREAS, there are no owners of the Property (i.e., the real property described in Article I, Section 1, of the original Declaration of Covenants and Restrictions) other than Developer and for this reason the Developer may amend the original Declaration without the concurrence of other owners;

WHEREAS, Developer deems it in the best interests of the present and future owners of real property within all sections of Killearn Estates to amend the original Declaration as hereinafter set forth; and

WHEREAS, Developer hereby warrants and represents for the benefit of all future owners of the Property or interests therein and for the benefit of the owners of real property in other sections of Killearn Estates that the amendments hereinafter set forth do not lower standards of the original covenants and restrictions, are consistent with the development concept for all sections of Killearn Estates and are valid and efficacious.

NOW, THEREFORE, the Developer declares that the original Declaration of Covenants and Restrictions is hereby amended as follows:

1. Section I of Article II (dealing with definitions) shall be amended by adding thereto a new Subsection (n) reading as follows:

"Developer" shall mean and refer to Killearn Properties, Inc., a Florida corporation, and its successors, assigns, nominees, and/or designees.

2. The last sentence in Article VI (dealing with architectural control) is hereby fully amended to read as follows:

The Architectural Control Committee shall have the right to refuse to approve any such building plans and specifications and site grading and landscaping plans but approval by the Architectural Control Committee shall not be unreasonably withheld.

3. Article VII (dealing with the Architectural Control Committee) is hereby fully amended to read as follows:

Membership. The Architectural Control Committee for the development and improvement of the Property shall be composed of three members, two of whom shall be appointed by the Developer and one of whom shall be appointed by the Association. The member of the Architectural Control Committee to be appointed by the Association may be the same person who sits as a member of one or more other Architectural Control Committees which review plans and specifications for improvements to real property located within other sections of Killearn Estates. Both Developer and the Association shall have the right to terminate the membership of their respective appointees to the Architectural Control Committee and to fill the vacancies thus created at any time and from time to time. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative (who need not be a member of the Committee) shall be entitled to compensation for services performed pursuant to this covenant.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. The Committee shall take no action which shall unreasonably restrict the development of the Property. If the Committee, or its designated representative fails within thirty days after delivery of plans and/or specifications to approve or disapprove, approval will not be required and will be deemed to have been given and the covenants affected shall be deemed to have been fully complied with and/or satisfied. At least ten days prior to the commencement of construction, required plans and/or 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 (or the Property or any portion thereof), 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 reasonably specify and require.

4. Article VIII (dealing with land use and building type) shall be fully amended to read as follows:

The Property shall be used for residential and recreational purposes. No detached single-family dwelling unit located on the Property can exceed 2-1/2 stories in height. Multi-family structures are not subject to the height limitation of 2-1/2 stories.

5. The first paragraph of Article IX (dealing with temporary structures) shall be amended to read as follows:

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

6. Article X (dealing with single-family lot area and width) is hereby deleted in its entirety because it is inapplicable to the proposed development of the Property.

7. Article XI (dealing with single-family dwelling quantity and size) is hereby deleted in its entirety as being inapplicable to the proposed improvement to the Property.

8. Article XII (dealing with building location) is hereby deleted in its entirety as being inapplicable to the proposed improvement of the Property.

9. Article XIV (dealing with exterior structure materials) is hereby deleted in its entirety as being inapplicable to the proposed improvement of the Property.

10. The first paragraph of Article XVII (dealing with utility connections and television antenna) shall be amended by changing the period to a comma and adding the following:

, approval by the Committee to be not unreasonably withheld.

11. Article XVIII (dealing with water supply) shall be amended by adding thereto the following sentence:

This covenant shall not apply to water supply systems built for the purpose of watering the grounds or supplying water to fire sprinklers.

12. Article XXI (dealing with window air conditioning units) shall be amended by adding thereto the following sentence:

Anything herein to the contrary notwithstanding, window air conditioning units shall be permitted in temporary structures.

13. Article XXIII (dealing with signs) shall be amended by deleting the first sentence and adding in its place the following:

Developer shall not be restricted regarding size or type of signs during the period of time required to sell or rent the improvements.

14. The first sentence of Article XXIV (dealing with protective screening) shall be amended to read as follows:

Protective screening areas are or shall be established as shown on the plat or on an approved site plan.

15. The second sentence in Section 1 of Article XXXI (dealing with membership) shall be amended to read as follows:

Membership shall not be required of (but may be elected by) a mortgagee or third person acquiring title by foreclosure or otherwise pursuant to a security instrument of those holding title by, through or under such mortgagee or third person (except that occupant-owners, however title be acquired, must be members of the Association).

16. Article XXXII (dealing with property rights in the common properties) shall be amended by adding thereto a new Section 4 reading as follows:

Section 4. Special amenities. It is contemplated that the Property shall be improved other than for single-family detached Living Units and that certain amenities (such as, for example, swimming pool, tennis courts, handball court, etc.) may be offered to purchasers or renters of Living Units located on the Property. In the event Developer does offer an amenity package for purchasers or renters of Living Units located on the Property such amenities shall be for the exclusive benefit and use of owners or renters of said Living Units and their guests and shall not be deemed Common Properties.

17. Article XXXV (dealing with lakes, boats and docks) shall be amended by adding thereto a new section 11 reading as follows:

11. Anything herein to the contrary notwithstanding, limitations and restrictions set forth in this Article XXXV shall not apply if approved by the Architectural Control Committee.

18. The original Declaration of Covenants and Restrictions is amended only as set forth herein.

IN WITNESS WHEREOF, Killearn Properties, Inc. has caused this instrument to be signed in its name by its President, attested to by its Secretary and its corporate seal to be hereunto affixed by its Secretary the day and year first above set forth.



KILLEARN PROPERTIES, INC.

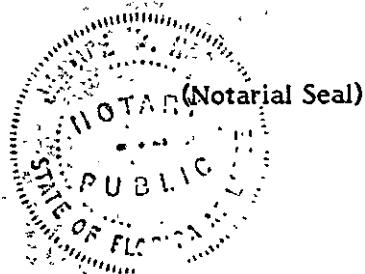
By J. T. Williams, Jr. President

Arleta S. Kerr Secretary

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. T. Williams, Jr. and Arleta S. Kerr, respectively President and Secretary of Killearn Properties, Inc., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that having examined and being otherwise informed of the contents of the foregoing instrument that they as such officers, and with full authority, executed the said instrument freely and voluntarily for the purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal at Tallahassee, County of Leon, State of Florida, this 29th day of April, 1976.



Duane M. Hagan
Notary Public, State of Florida at Large
My Commission Expires: 1-29-79

Notary Public, State of Florida at Large
My Commission Expires: 1-29-79

