

OFF. 547 381
REC. PAGE

AMENDMENT TO

KILLEARN LAKES, UNIT THREE

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEON:

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
270431
SEP 27 4 10 PM 1972
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS, that this Amendment applies to and amends the Declaration of Covenants and Restrictions heretofore made and entered into on the 14th day of March, A.D. 1972, by KILLEARN PROPERTIES, INC., a Florida corporation, referred to therein as DEVELOPER, which said Covenants and Restrictions are recorded in the Public Records of Leon County, Florida, at O.R. Book 516 at page 342. These Articles of Amendment are entered into 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 sole owner of the real property described in Article I of the Declaration of Covenants and Restrictions recorded in the Public Records of Leon County, Florida, in O.R. Book 516 at page 342, and are desirous of amending the Declaration of Covenants and Restrictions as appear on the Public Records of Leon County, Florida; and

WHEREAS, Developer is desirous of redeclaring each and every one of the recitals and articles contained in the Declaration of Covenants and Restrictions hereinabove identified and recorded as aforesaid in the Public Records of Leon County, Florida; except as herein specifically amended;

NOW THEREFORE, the Developer declares that the real property described in Article I of the Declaration of Covenants and Restrictions of Killearn Lakes, Unit Three, as recited and defined therein and as appearing in the Public Records of Leon County, Florida, in O.R. Book 516 at page 342, together with such additions thereto as may hereinafter be made pursuant to said Article I thereof, is and shall be held, transferred, sold, conveyed, and occupied, subject to the Covenants and Restrictions as therein set forth. Each of the recitals, declarations, articles, covenants and restrictions as set forth in said Declaration of Covenants and Restrictions are specifically affirmed and reestablished as fully and as completely as if recited in full herein, except insofar as the same is specifically amended by these presents.

ARTICLE XXVIII

EASEMENTS

Article XXVIII is hereby amended by deleting the entirety of said Article XXVIII, and inserting in lieu thereof the following:

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 site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible.

The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over the following areas:

- (1) ten (10) feet along one (1) side of each single family site,
- (2) the area 30 feet upland from the mean high water mark of all lakes, and
- (3) such other areas as shown on the applicable plat;

provided further, that the Developer may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

IN WITNESS WHEREOF, the undersigned have respectfully caused these presents to be signed in the capacities indicated, this 27 day of September, A.D. 1972.

KILLEARN PROPERTIES, INC.

By:

Ralph J. Collins
Its Vice President

Attest:

Barbara S. Withers
Barbara S. Withers
Its Secretary

STATE OF FLORIDA
COUNTY OF LEON:

Before me personally appeared Ralph J. Collins and Barbara S. Withers, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and 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 Vice President and 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 27 day of September, A.D. 1972.

A. Dan Shaw
Notary Public

Notary Public, State of Florida at Large.
My Commission Expires Mar. 15, 1976.

