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THE LANDING PHASE I

KILLEARN LAKES RESIDENTIAL 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 14th day of January, 2001 by Twin Action Properties, Inc., a Florida corporation, successor to the Developer, Capital First Holdings, Inc., successor by merger to Capital First, Inc., a Florida corporation, hereinafter referred to as Developer.

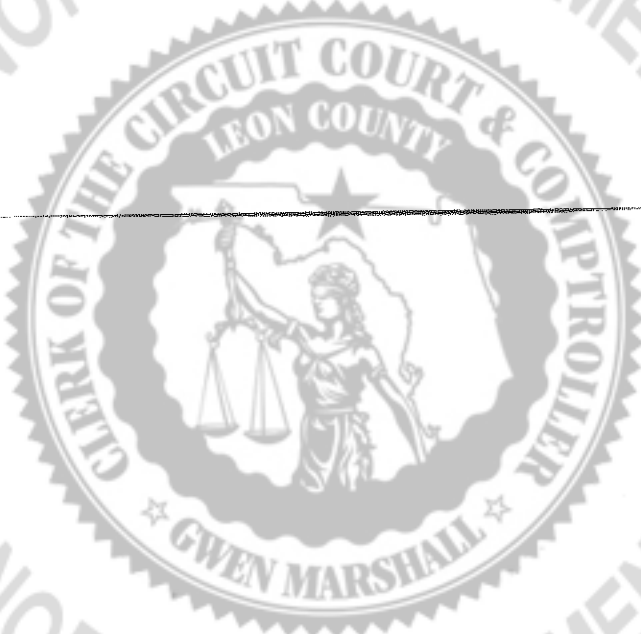
RESTATEMENT - The following is a restatement and clarification of the original document recorded at Official Records Book 1858, Page 220, of the Public Records of Leon County, Florida, as well as and all amendments thereto, and may be used as the complete set of recorded documents on the property described in Exhibit "1", as well as any amendments which may follow.

WITNESSETH

WHEREAS, Developer is the owner of real property commonly known as Killearn Lakes Plantation and desires to create thereon a residential community with permanent parks, lakes, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservations 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 Exhibit "1", together with such additions as 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, Developer has deemed it desirable, for the efficient presentation of the values and amenities in said community, to create an agency to which should be 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 assessment and charges hereinafter created; and



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WHEREAS, The Developer has incorporated a non-profit corporation, KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC., under the laws of the State of Florida, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Exhibit "1", 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, and is more particularly described in Exhibit "1" attached hereto.

Section 2. Additional units of Killearn Lakes 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 developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members of the association to the end that all rights resulting to Members of the Killearn Lakes Homeowners Association, Inc. shall be uniform as between all Units of Killearn Lakes.

ARTICLE II

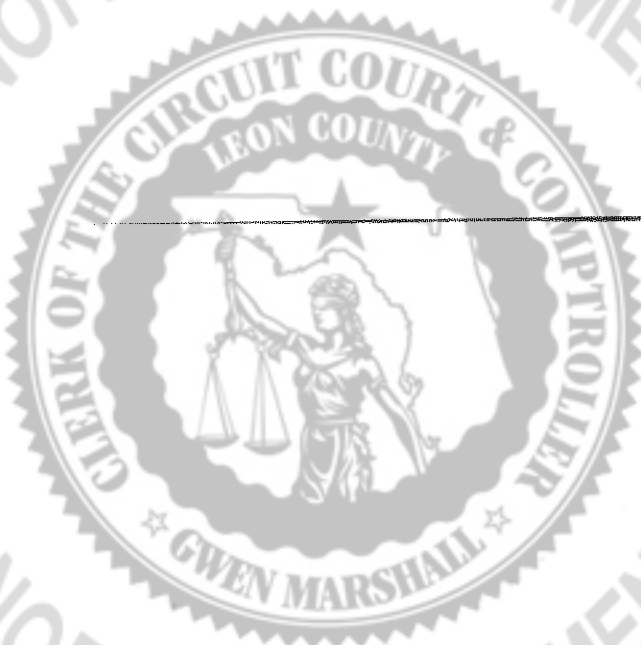
DEFINITIONS

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

(a.) "Assessment" shall mean the sum of money, as provided herein, which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Areas (Green Areas) pursuant to these covenants, the By-laws and Rules and Regulations adopted by the Association.

(b.) "Association" shall mean and refer to the Killearn Lakes Homeowners Association, Inc.

(c.) "Board" shall mean and refer to the Board of Directors of the Killearn Lakes Homeowners Association, Inc.



(d.) "Building" shall include, but not be 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.

(e.) "Building Setback Line" shall mean an imaginary line or lines parallel to any property line specifying the closest point from the rear, front or side property line that a building structure may be located. See Schedule "A". (Does not apply to the contiguous walls of a duplex structure.)

(f.) "By-laws" shall mean the by-laws of the Association.

(g.) "Committee" shall mean and refer to the Architectural Control Committee.

(h.) "Common, Green, or Restricted Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of The Properties, and shall specifically include all areas designated as Green Areas on the recorded subdivision plats.

(i.) "Developer" or "Declarant" shall mean Twin Action Properties, Inc., successor to the Developer, Capital First Holdings, Inc., its grantors, successors and assigns.

(j.) "Directors" shall mean and refer to the members of the Board of Director of the Killlearn Lakes Homeowners Association, Inc.

(k.) "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.

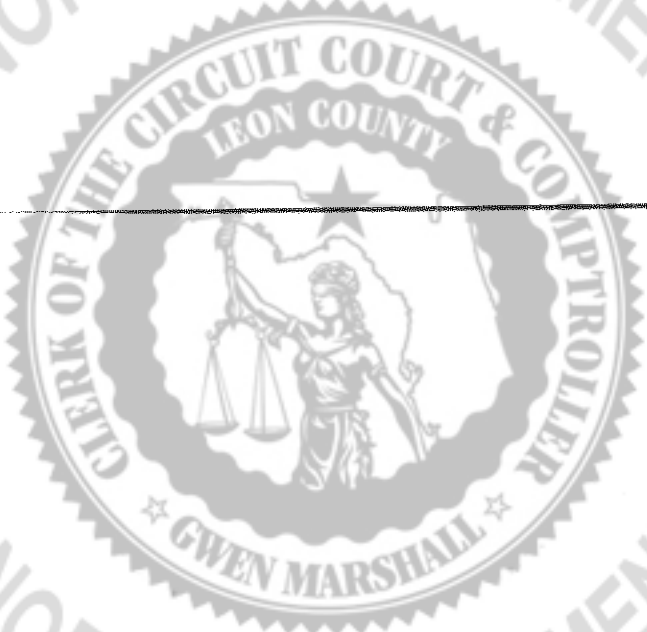
(l.) "Living Area" shall mean and refer to those heated and/or air conditioned interior dimensions, which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.

(m.) "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.

(n.) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(o.) "Single Family Lot" shall mean those parcels of land within The Properties which have been designated for single family development and are exclusive of the Restrictive Areas.

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



(q.) "Multi-Family Development shall mean and refer to parcels within The Properties which have been designated for multi-family development.

(r.) "Multi-Family Lot" shall mean and refer to all lots on parcels of land within The Properties, which have been designated for multi-family development. Such lot shall be the area, which is designated for one living unit, whether or not such unit is attached to other living units.

(s.) "Multi-Family 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 site.

(t.) "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 mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding lieu of foreclosure. "Owner" shall be construed to include both, a lot owner and a residential living unit owner.

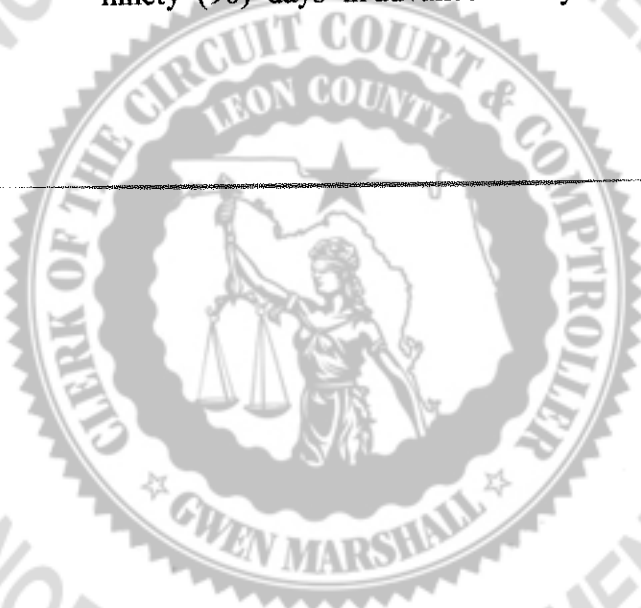
(u.) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I hereof.

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

(w.) "Rules and regulations" shall mean and include all forms of rules and regulations adopted by the Association.

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 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.



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

ARTICLE IV **ENFORCEMENT**

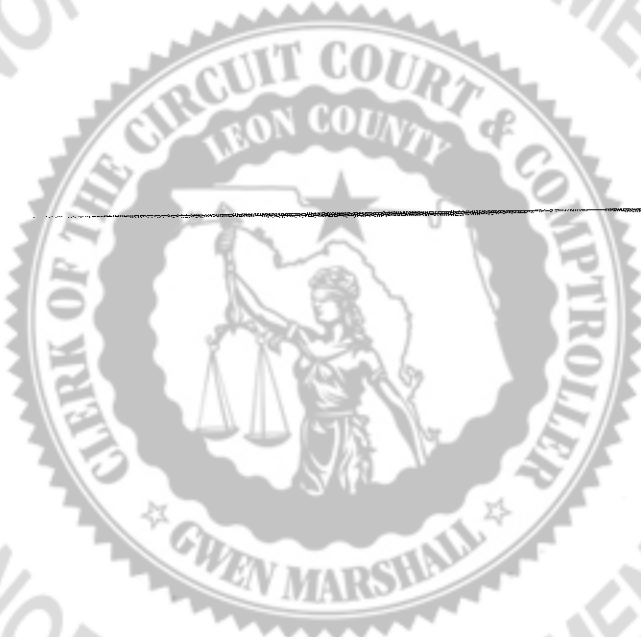
The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. . The costs incurred by the Association shall be paid by the person(s) violating these covenants.

In the event of litigation hereunder to require the Developer to perform any obligation imposed upon him under this Declaration, the prevailing party shall be entitled to an award of costs, including reasonable attorney's fees.

ARTICLE V **AMENDMENT OF DECLARATION OF COVENANTS** **AND RESTRICTIONS**

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of two-thirds (2/3) of the Lot Owners of all the Properties annexed by these or similar covenants by Declarant under Article I, Section 2, above

Section 1. This Declaration may be amended at any time with the consent and approval of not less than two-thirds (2/3) of all such Lot Owners. Any such amendments shall be recorded in the public records of Leon County, Florida. Notice of any proposed amendment shall be given in writing to each Lot Owner, by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment.



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Section 2. No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

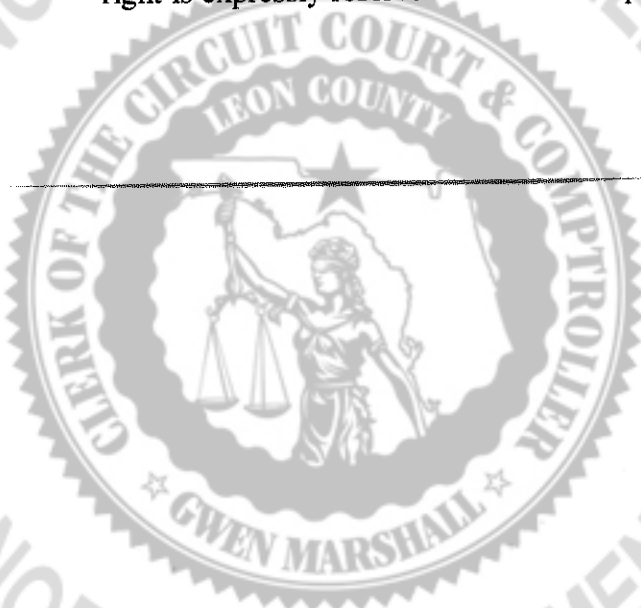
Section 3. Developer's Reservation To Amend: The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract of deed subsequent Declaration of Covenants and Restrictions, 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 (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of an adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

Section 4. Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants, which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments. No amendment shall be effective which alters the requirements herein imposed by Section 10-1556(a) (1)-(a)(13) of the Leon County Code without the written consent and joinder of the county, which consent and joinder may be given by the county attorney provided the minimum requirements of said Section are complied with.

ARTICLE VI
PRESERVATION OF THE NATURAL ENVIRONMENT,
LAKES AND GREEN AREAS

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Green Areas on plats recorded in the Public Records of Leon County, Florida by Capital First Holdings, Inc., successor by merger to Capital First, Inc., and/or Twin action Properties Inc., successor Developer to Capital First Holdings, Inc. It shall be the further intent and purpose of these Covenants and Restrictions to protect streams, lakes and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, fish, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, implement generally the Killearn Lakes Master Plan for development.

Section 2. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Developer, his successors and assigns, to erect wildlife feeding



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stations, to plant small patches of cover and food crops for quail, turkeys, and other wildlife, to make access trails or paths through said Green Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect buildings and other facilities for all types of recreation, to erect small signs throughout the Green Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Green Areas.

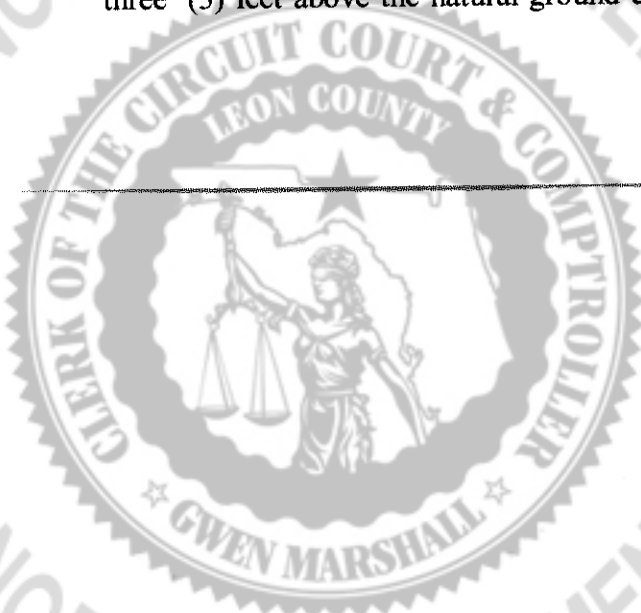
Section 3. The general topography of the landscape, lake frontage or streams, as well as distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees and any and all other usual features in the Green Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 4. The Association and the Developer, its successors and assigns, shall have the right to protect from erosion the land described as Green Areas by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Developer or Association. The right is likewise reserved to the Association and the Developer to take necessary steps to provide adequate drainage ways, canals and access roads in Green Areas. The Association and the Developer, its successors and assigns, shall also have the right to cut fire breaks, cut and remove trees, and in general do all the things necessary to carry on tree farming operation in such Green Areas, including harvesting of trees.

Section 5. The Developer reserves unto itself, its successors and assigns the right to go on, over and under the ground comprising the Common Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone and equipment, gas, sewer, water, cable television or other public conveniences or utilities in said Common Properties. These reservations 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. The Developer further reserves the right to locate wells, pumping stations and tanks, treatment plants and/or other facilities within such Common Properties. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

Section 6. No dumping, burning or disposal in any manner of trash, litter, garbage, sewage, woodlands or any unsightly or offensive material shall be permitted in or upon such Green Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Green Area. Fires of any and all kinds shall be prohibited in Green Areas except in designated and controlled areas as specified by the Association.

Section 7. No large trees of any kind measuring 6" in diameter, if within 50 feet of the golf course boundary or 12" or more in diameter for other portions of a Lot, at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without



express written approval of the Architectural Control Committee, unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 8. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of the Green Areas, in a manner not inconsistent with the provisions of this Declaration.

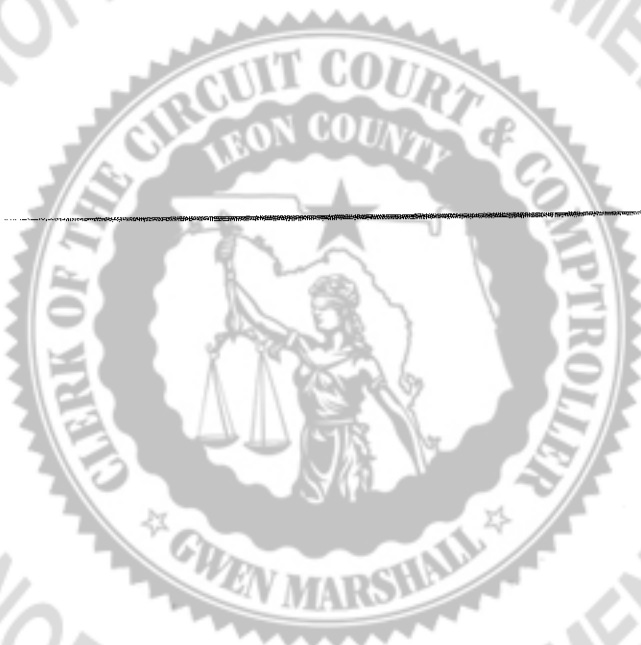
Section 9. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any Member or owner any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association.

Section 10. Where the Developer, or Association, its successors or assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

ARTICLE VII **ARCHITECTURAL CONTROL**

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties or Restricted Areas, nor shall any exterior additions or alterations be made thereto (including changes in color or paints or stains) until the plans and specifications, including landscaping plans, showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to consistency with the building guidelines and harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have absolute and exclusive right to refuse any such building plans and specifications, site grading and landscape plans, which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, connected with community standards or future development plans of the developer of said lands or contiguous lands.

Section 1. The Committee: The Architectural Control Committee is composed of two (2) members to be appointed by the Developer, and a third party to be appointed by the Association. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall have the powers and duties enumerated herein. It may approve, disapprove or approve with modifications, the plans submitted in writing to the Committee.



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Section 2. Submission of plans: At least thirty (30) days before commencing the construction or alteration of any or all buildings, fences, or any other structures or permanent improvements on or to any lot, the Owner shall submit a complete set of plans to the Committee for its written approval, disapproval, or approval with modifications, as hereinafter provided.

Section 3. 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 thirty (30) days after a complete set of 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.

Section 4. At least thirty (30) 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:

(a) Site Plan. A site plan complete with dimensional locations of all proposed improvements with all building setback lines shown, limits of clearing, discharge area, or point for storm water and anomalies.

(b) Pre/post construction erosion sediment control space plan.

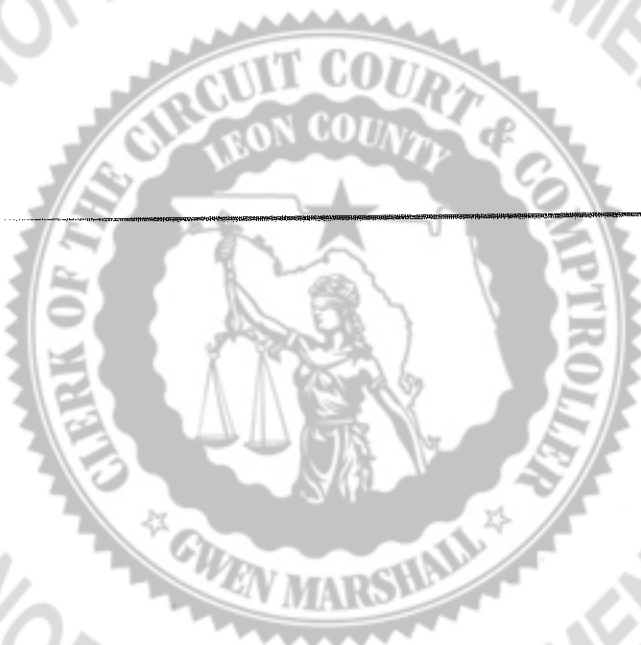
(c) Pre/post drainage plan. A drainage plan to show the flow of water off of the property.

(d) Soil Test. A standard four-hole test and flood letter

(e) Landscape Plan. A landscape plan showing types, size and locations of all shrubs, ground covers and turfs to be planted, as well as trees to be planted and all "protected" trees, as defined herein, which are proposed to be removed. A "protected" tree is defined as any tree of any kind measuring twelve (12) inches or more in diameter, or six inches or more in diameter within fifty (50) feet of a golf course or lake front, at a height measured three (3) feet above the natural ground elevation. No "protected" tree shall be cut or removed from any Lot without the express written approval of the Committee unless located within ten (10) feet of the approved site for any building.

(f) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan; and wall section

(g) Description of Exterior Finish. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, and fences. Samples and/or manufacturers identification data shall be supplied if requested by the committee. All exteriors must be all brick or stucco. James Hardie, vinyl or other approved materials may be used as accent.



ARTICLE VIII
LIMITATION OF LIABILITY

Section 1. Plan Approval: Neither the Developer nor its successors or assigns nor the Committee nor any member thereof shall be liable in damages to any Owner, their successors and assigns by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or non-enforcement, modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, and their successors and assigns, waives and releases the right to bring any action, proceeding or suit against the Developer, the Association, the Committee and all members thereof to recover damages.

Section 2. Construction: Where plans are approved by the Committee (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgement or consent by the Committee to the improvements being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty, representation or approval by the Committee, Developers, its successors or assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.

ARTICLE IX
LAND USE AND BUILDING TYPE

Section 1. 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 site other than one detached single-family dwelling, unless subdivided in accordance with Article X herein. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures must be completed in accordance with said plans and specifications approved by the Committee upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

Section 2. No structure of a temporary character, basement, tent, shack, tool or storage sheds, barns or other outbuilding of any type shall be located on any site or on any lands shown and/or set aside on a recorded plat as Green Areas at any time, unless approved by the Architectural Control Committee.

ARTICLE X
DEVELOPERS RIGHT TO SUBDIVIDE

No site bordering on a lake, or the golf course, shall be subdivided. No other site shall be subdivided into more than two sites, or its boundary lines changed, except with the written



consent of the Developer or the Association upon assignment by the Developer. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more sites shown on the plat of any said subdivision in order to create a modified building site or sites; and to take such other steps as are reasonably necessary to make such replatted site suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and right-of-ways to conform to the new boundaries of said replatted sites. The Covenants and Restrictions specified herein shall apply to each such modified building site or sites, so created, and each such site shall be governed by the provisions of the instant Declaration of Covenants and Restrictions.

ARTICLE XI
SINGLE-FAMILY LIVING UNIT QUALITY AND SIZE

The living area of a single-family living unit, exclusive of one-story porches, garages, carports, and patios shall not be less than 1400 square feet. See Schedule "A".

ARTICLE XII
BUILDING LOCATION

Section 1. 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 Schedule "A" herein

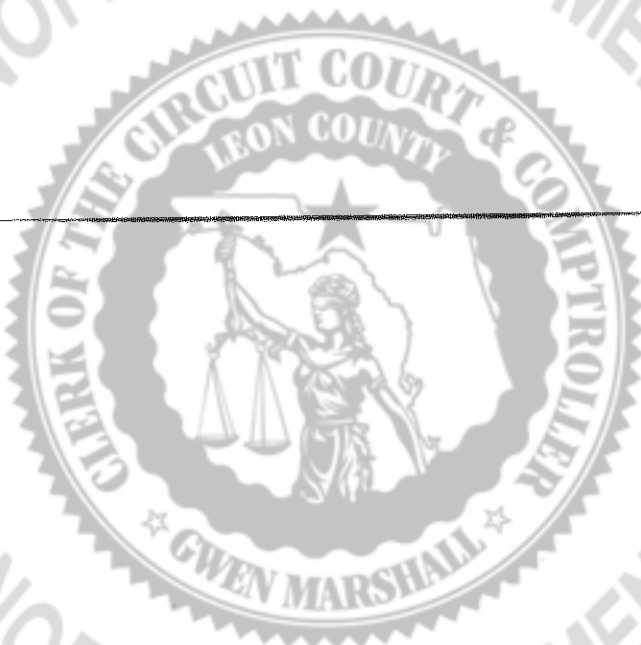
Section 2. No building shall be located nearer than 10 feet from an existing adjacent building. (Does not apply to the contiguous side lines of a duplex structure) No building shall be located nearer than 15 feet to the front lot line nor nearer than 15 feet to the rear lot line.

Section 3. When applicable, no driveway shall be located nearer than 5 feet to any interior property line. (Does not apply to the contiguous property line of adjoining structures)

Section 4. 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. No fence shall be located nearer than 2 inches to an interior property line. An unfinished side of a fence shall not be displayed outward or prominently visible from the street.

Section 5. If applicable, no fence of any kind shall be permitted on a lot within 50 feet of a property line adjacent to a lake or golf course boundary.

Section 6. All fences are to be constructed of wood, brick, stucco, iron or aluminum and must have prior written approval of the Architectural Control Committee. See schedule "A"



Section 7. If applicable, 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 part of a building to encroach upon another site.

Section 8. In the event governmental rules and regulations are more restrictive than these covenants, said rules and regulations shall prevail.

ARTICLE XIII **SITE RESTRICTIONS GENERAL**

Section 1. Driveway and walkway construction: All driveways shall be constructed of substances, approved by the Committee, and have a minimum width of eight (8) feet. 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. All walkways and sidewalks shall be constructed of concrete, stone, or brick, and have a minimum width of 30 inches, unless an alternate is approved by the Architectural Control Committee. All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for the Killearn Lakes development.

Section 2. Easements:

(a.) 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 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.

(b.) 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:

- (i) Ten (10) feet along one (1) side of each single-family site;
- (ii) The area 30 feet upland from the mean high water mark of all lakes; and
- (iii) Such other areas as shown on the applicable plat, including green areas;

(c.) Provided, further, that the Developer and/or Leon County, Florida 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 drainage and utility installation and to maintain reasonable



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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.

Section 3. Exterior Structure Materials: The exterior material of exterior walls of dwellings must be all brick or stucco.

Section 4. Garages: Each living unit shall have a functional two-car garage attached to the residence. All garage entrances shall face the front.

Section 5. 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 sanitary containers which shall be screened on sides which are visible from the street and installed in such a manner, to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 6. 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.

Section 7. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except 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.

Section 8. 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.

Section 9. 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.

Section 10. Off Street Parking:

- (a) Each site Owner shall provide adequate space and facilities for parking at least two (2) automobiles off the street and within the boundaries of the site. "Adequate space" shall be



defined as having minimum dimensions of eight (8) feet in width and twenty (20) feet in depth. Motor vehicles shall not be parked on unpaved front yard portions of the lot.

(b) Boats, trailers, campers, or other vehicles shall be parked or stored within the garage; in no event shall the vehicles be visible from a street, lake, or golf course, which runs adjacent to the property.

Section 11. 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.

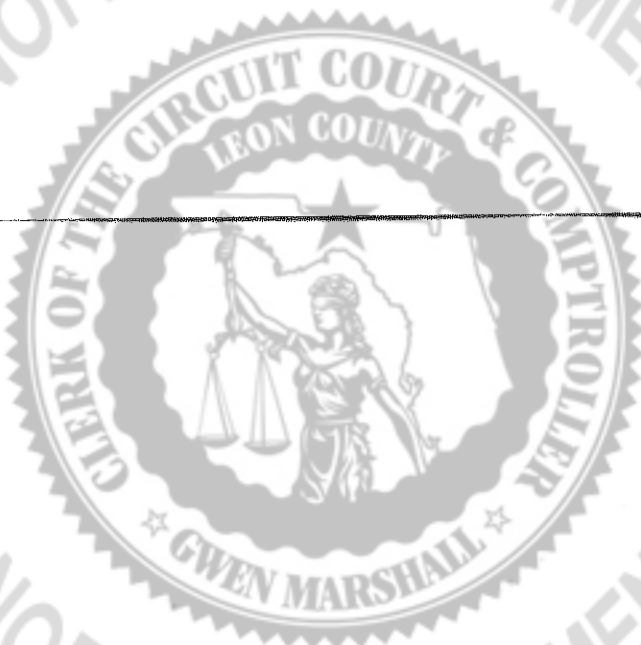
Section 12. Protective Screening: Protective screening areas are or shall be established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the sites at their own expense to form an effective screen for the protection of residential areas. 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.

Section 13. 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 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 site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to, prevent obstruction of such sight lines.

Section 14. Sewage Disposal:

(a) 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's Department of Pollution Control. Approval of such system, as installed, shall be obtained from such department or departments.

(b) Whenever an approved sanitary sewer becomes available within 100 feet of the property, any individual sewage disposal system, device, or equipment shall be abandoned and the sewage wastes from the residence discharged to the sanitary sewer through a properly constructed and approved house sewer connection within ninety (90) days thereafter.



Section 15. 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, and may include a hanger identifying the builder or sales agency during construction. All signs must be approved by the Architectural Control Committee. No sign of any kind other than authorized traffic control signs shall be placed on the right-of-ways or Common areas without Homeowner's Association approval.

Section 16. Trees No large trees of any kind measuring 6" in diameter, if within 50 feet of the golf course boundary or 12" or more in diameter for other portions of a Lot, at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without express written approval of the Architectural Control Committee, unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 17. Utility Connections and Television Antennas:

(a) All house connections for all utilities including, but not limited to, water, sewerage, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the Architectural Control Committee.

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

Section 18. Water Supply: No individual water supply system of any type shall be permitted on any site, unless in writing by the Architectural Control Committee.

Section 19. Window Air Conditioning Units: No window air conditioning units shall be permitted in Golden Eagle. All exterior heating and /or air-conditioning compressors or other machinery shall be located to the rear of the side of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee

ARTICLE XIV
LAKES, BOATS, DOCKS AND FENCES

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, the U.S. Coast Guard, or other similar organizations. This section may be amended by vote of the Architectural Control Committee.



Section 2. Landscaping and Fencing: The dumping, filling, excavation, planting of spreading-type vines or other foliage, fencing or the cutting of trees having a diameter of six (6) 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, without advance written approval of the Architectural Control Committee. See Schedule "A"

Section 3. Dock Height: Docks shall not be constructed unless approved in writing by the Architectural Control Committee. The dock's flooring shall not be more than one (1) foot higher than the crest of the bank along the shoreline. Guard rails shall not be higher than 3 feet 5 inches.

Section 4. Dock Size and Shape: Docks shall be constructed of wood and a rectangular shape not to exceed fifteen (15) feet by ten (10) feet and located not more than fifteen (15) feet from the bank, which will be supported by either concrete or wood pilings, unless approved by the Committee. The ramp to the dock shall not be wider than six (6) feet, unless approved 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.

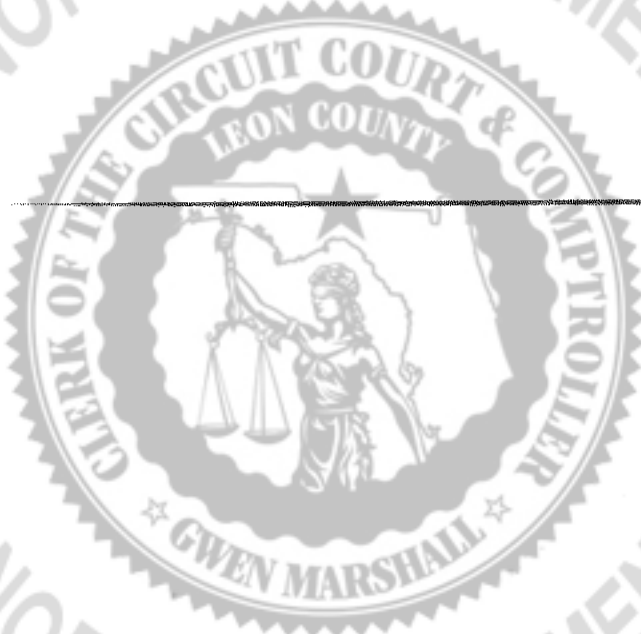
Section 6. Prohibitions: Diving platforms, floating docks, oil drums, other buoyant objects or materials, ladders, leaves, fishing methods, employing the use of other than a hand-held device, and boathouses are specifically prohibited.

Section 7. Swimming: No swimming shall be permitted in any lake. Any owner of a site or sites abutting upon any lake who swims or permits others to swim in such site or sites shall do so at their own risk. Neither Capital First, Inc., its successors or assigns, nor the Killlearn Lakes Homes Association, Inc. assumes any responsibility for the purity of the water in the lakes 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 and an area 20 feet inland from the mean high water mark of all lakes for the purpose of performing its responsibilities to the Members and contributing owners.

Section 9. Permission to Improve: Permission is given to Capital First Holdings, Inc., its successors and assigns, to enter upon all lakes and install or otherwise construct any docks, ramp, pumping or drainage facility, and well and to improve all lakes. Permission to undertake such construction is granted by each purchaser of property bordering any lake.

Section 10. Best Management Practices for Lake Iamonia: The Developer, Association and Owners of any Lot shall comply with the Land Development Code of Leon County § 10-



191(d) in their use and preservation of Lake Iamonia. The requirements of said section as set forth below are hereby incorporated into these covenants:

(a) Buffering, which may include vegetated berms along the lower contours of lots, so as to provide or improve wildlife habitat and to improve water quality. Berms or buffers shall be vegetated with natural indigenous vegetation suitable for soil and hydrology of the site.

(b) Restricted use of pesticides, herbicides, and fertilizers to those materials, which have rapid decomposition characteristics, are labeled for aquatic use, and are used at the lowest possible label rates. Fertilizer constituents should have at least 50 percent slow release characteristics, be applied at the lowest labeled rate per application, be non-phosphorous or low phosphorous analysis, and be formulated for good slope retention characteristics.

(c) Preservation or re-vegetation of natural wetlands, floodways and watercourses.

(d) Use of native, low-fertilization, and low maintenance vegetation.

(e) Regular maintenance and upgrading, as necessary, of septic tanks and approved discharges from washing machines and garbage disposals.

(f) Soil conservation service approved conservation practices, including erosion and sediment control and water quality practices for all agricultural operations.

Section 11. Fences: Before construction or erection of any and all fences, the materials and appearance must be approved in writing by the Committee.

ARTICLE XV

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.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each single-family site, 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,



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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.

Class B: Class B Members shall be the Developer. The Class B Members shall be entitled to four (4) votes for each site in which it holds the interest required for membership by Section 1 on all issues other than the election of directors of the association and the amendment of the covenants, provided that the Class B membership shall cease and become converted to Class A membership at such time when the total outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

Section 3. Notwithstanding any other provision in this Article, every owner of a Lot shall at all times be entitled to cast one vote per Lot on the amendment of restrictive covenants and the election of all directors of the association. The first election of said directors shall be held before more than 50 percent of the Lots have been sold or conveyed by the Developer.

ARTICLE XVI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

Section 2. Title to Common Properties: The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than the first day of January, 1997 or when more than 70% of the lots have been sold or conveyed by the Developer, whichever occurs first.

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 by-laws, 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 by-laws, 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) day 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,

Section 3-d *Amended December 3, 1992: OR 1605 PG 0481 to read where applicable:*
The Association is required to dedicate to public use all or in part of the roadways whenever two-thirds (2/3) of the owners of two-thirds (2/3) of the property abutting such roadways present a signed petition proposing such dedication to the county or a successor local government and such local government agrees to accept the roadways as a public right of way. Such vote of membership must be made at a meeting called specifically for such purpose and provided that 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 the 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 Lakes in which such Member is not a 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 XVII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Developers, for each site owned by him within the Properties, hereby covenants and each Owner of any site 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 assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost 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 structures 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. In the event of litigation to require the association to perform its obligations under this section, the prevailing party shall be entitled to an award of costs, including reasonable attorney's fees.

Section 3. Basis and Maximum of Annual Assessments: Until the year beginning January 1, 1996, the annual assessment shall be Sixty Dollars (\$60.00) per site. From and after January 1, 1996, 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 March 1 of the year in which same becomes due shall be entitled to pay only the sum of forty-eight Dollars (\$48.00). From and after March 1, of each year, the annual dues shall be sixty (\$60.00) dollars. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessment Applicable to Lakefront Property: Every person or entity who is a record owner of a fee or undivided fee interest in any site which is adjacent and contiguous to any lake shall pay, in addition to the annual assessment provided in Section 3, an annual sum of Eighteen Dollars (\$18.00) which shall be used exclusively for the maintenance of any and all lakes, including the cost of maintaining a pumping facility and well, an adequate level of water, the cost of beautification of the lakes and their surrounding borders.

The Board of Directors of the Association may decrease the assessment provided for in this section. The annual assessment may be increased upon the assent of two-thirds (2\3) of the Members and contributing Owners of property bordering any lake, as specified in Section 7 hereof.

Section 5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof, the Association may level 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 Class A 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 6. Change in Basis and Maximum Amount of Annual Assessments: Subject to the limitations of Section 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 and 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2\3) 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 sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further



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that the maximum assessments permitted under Section 3 and 4 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article 1, Section 2 hereof.

Section 7. Quorum for any Action Authorized Under Sections 4, 5 and 6.: The quorum required for any action authorized by Sections 4, 5 and 6 hereof shall be as follows: At the first meeting called, as provided in Sections 4, 5 and 6 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, 5 and 6, and the required quorum at any such subsequent meeting shall be one-half 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 8. 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. No assessment shall be due until all promised improvements have been completed by the Developer.

(a) The first annual assessments shall be made for the balance of the calendar year and shall become due 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.

(b) 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 the assessment at a time other than the beginning of any assessment period.

(c) The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. 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 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 thereof.

The Association shall, upon demand, furnish at any time 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 10. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; and the Remedies of Association: If the assessments are not paid on the date when due (being the dates specified in Section 8 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 the 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 eight percent (8%) 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 11. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be absolutely subordinated to the lien of any first mortgage now or hereafter places 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 12. 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 authority and devoted to public use; (b) all Common Properties as defined in Article 2 hereof; and (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 assessment, charges or liens.

ARTICLE XVIII **EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance of Homes: Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property as originally developed. Specifically, the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual Lot



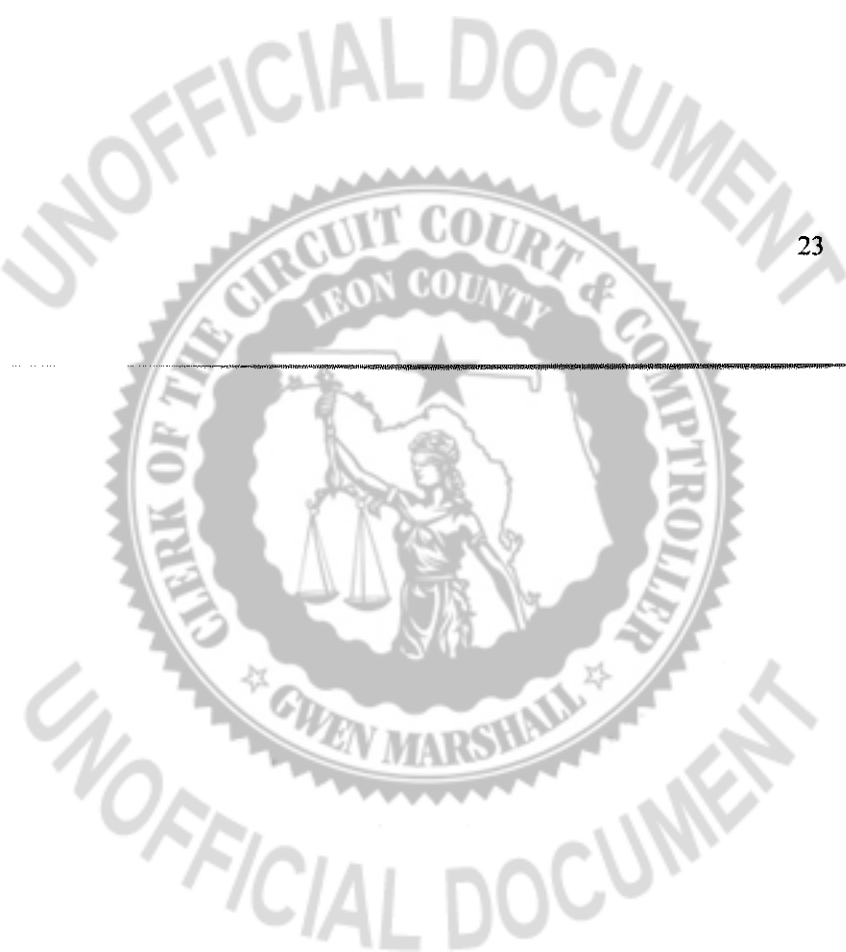
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Owner, provided, however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways and landscaping.

Section 2. It shall also be the responsibility of each property owner to maintain his or her unimproved property. Unimproved property shall not be cleared, used for storage, or any other activity without the written permission of the Architectural Control Committee and shall be maintained in a manner consistent with community standards.

Section 3. In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors (or its agents), after two-thirds (2/3) vote, shall have the right to enter said Lot to repair, restore, and maintain the premises. The cost of obtaining such repairs, restoration and maintenance, including any reasonable attorneys' fees incurred, shall be added to, and become part of the assessment to which said Lot is subject pursuant to Article XVII. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article XVII.


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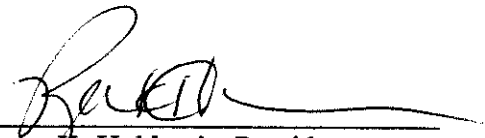


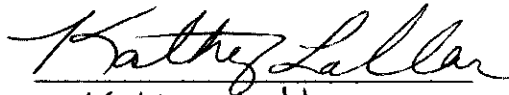
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

TWIN ACTION PROPERTIES, INC.,


Thomas M. Birschenbach

BY 
Roger K. Hobbs, its President


Kathy Lollar

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 14th day of November, 2000, by Roger K. Hobbs as President of Twin Action Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

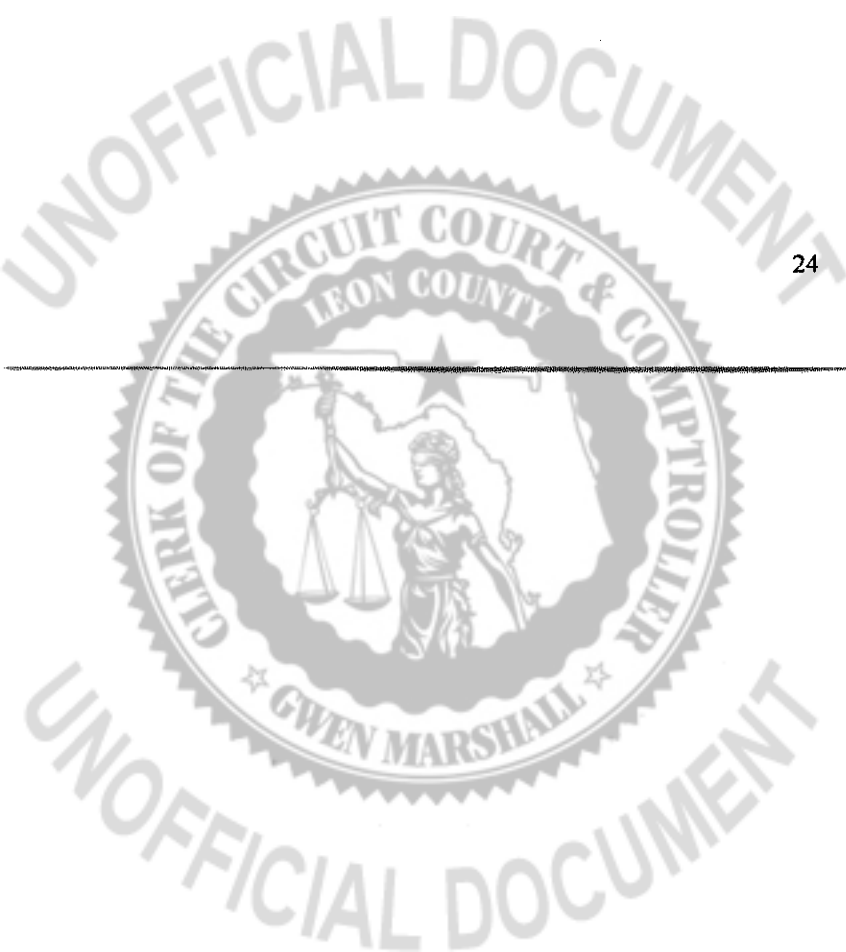


Notary Public
My Commission Expires:



Kathy Lollar
MY COMMISSION # CG604702 EXPIRES
March 29, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

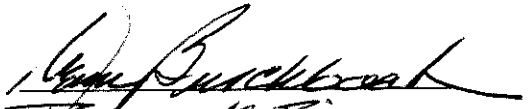
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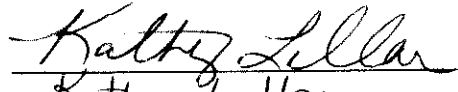
IN WITNESS WHEREOF, the undersigned being the President of the Killlearn Lakes Homeowners Association, Inc. has caused this Declaration to be executed the day and year first above written.

WITNESSES:

Killlearn Lakes Homeowners Association, Inc.
A Florida Corporation

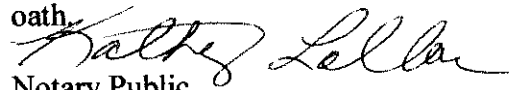

THOMAS M. BIRSCHENBACH

By 
Francis W. Heiman, its President


Kathy Lollar

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 15th day of November, 2000, by Francis W. Heiman as President of the Killlearn Lakes Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

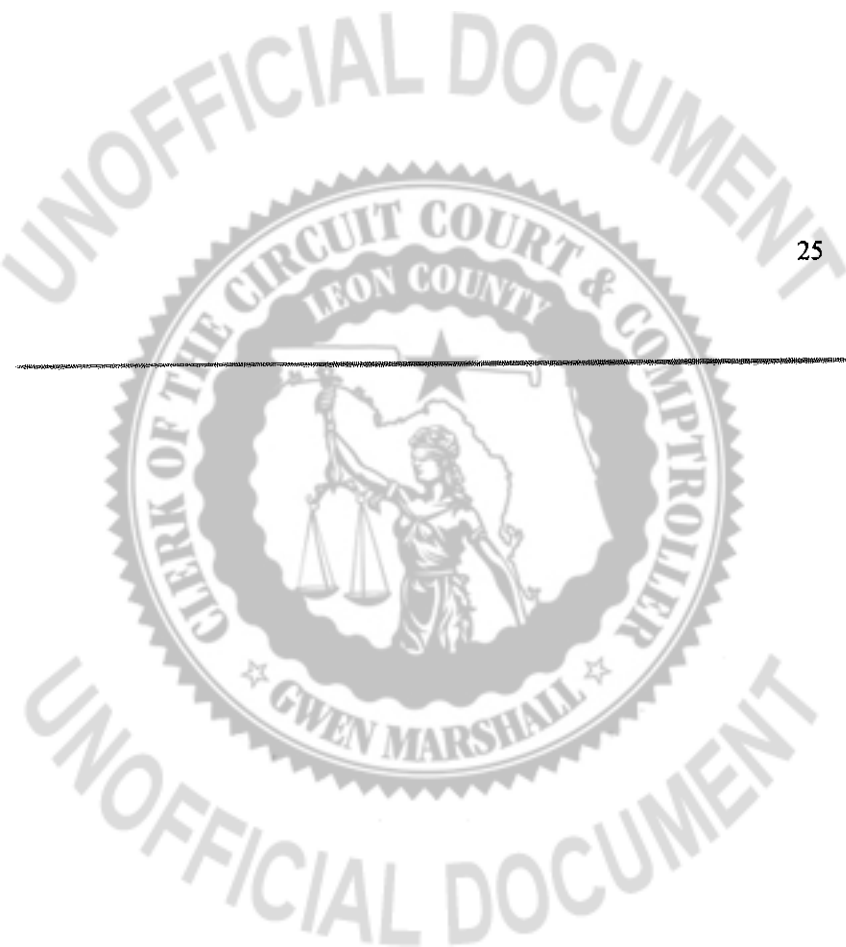

Notary Public

Kathy Lollar
Printed Name

My Commission Expires:
(Seal)



Kathy Lollar
MY COMMISSION # CC604702 EXPIRES
March 29, 2001
BONDED THRU TROY FAIN INSURANCE, INC.



IN WITNESS WHEREOF, the undersigned Regional Developers, Inc. f/k/a, Capital First Holdings, Inc. successor by merger to Capital First, Inc., successor Developer to Killlearn Properties, Inc. has caused this Declaration to be executed on the day and year first above written.

WITNESSES:

REGIONAL DEVELOPERS, INC.

Kathy Lollar

BY: Robert E. Maloney Jr., V.P.
Robert E. Maloney Jr., V. President

Thomas A. Birschbach
THOMAS A. BIRSCHBACH

STATE OF FLORIDA
COUNTY OF LEON

The forgoing instrument was acknowledged to me this 4th day of October, 2000 by Robert E. Maloney Jr. as Vice President of Regional Developers, Inc. a Florida Corporation. He is personally Known to me and did not take an oath.

Kathy Lollar
Notary Public

Kathy Lollar
Printed Name

My Commission Expires:

(Seal)



Kathy Lollar
MY COMMISSION # CC604702 EXPIRES
March 29, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT & COMPTROLLER
LEON COUNTY
GWEN MARSHALL
UNOFFICIAL DOCUMENT

Schedule "A"

THE LANDING PHASE 1

R20010095512
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2592 PG: 00596
DEC 06 2001 03:03 PM
BOB INZER, CLERK OF COURTS

Dwelling Quantity and Size

Pursuant to the provisions of this article, the heated and cooled interior ground floor area of a single story living unit shall not be less than the following:

Landing Phase 1 1,400 square feet

Building Location - Setbacks

Front: 15 feet
Rear: 15 feet
Side: 5 feet *
Side Street: 5 feet

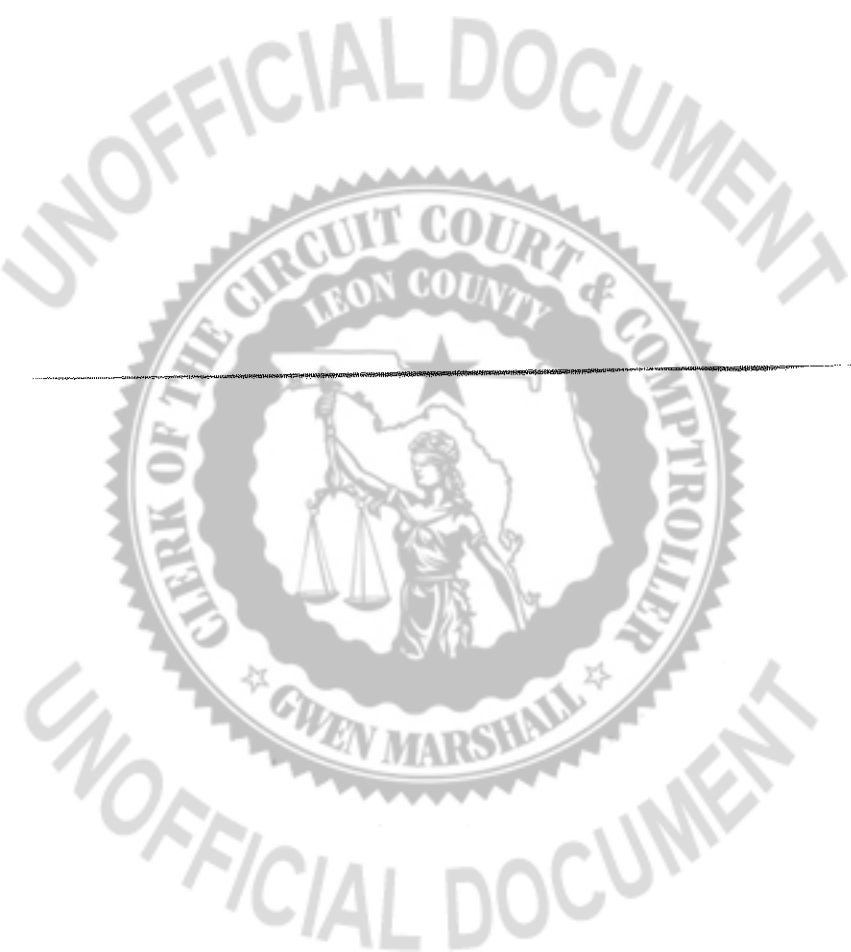
* Side setback applies to non-contiguous sides of a multi-family structure

Minimum Roof Pitch 6:12

Driveways/Walkways Double wide Exposed Aggregate

Fences: All fences or duplex dividers must be ACC approved
Exterior Material: All four exteriors must be brick or stucco. James Hardi, vinyl or other approved materials may be used as accent.

Trees are protected and must be ACC approved for removal.



James "Thurman" Roddenberry
Professional Land Surveyor

Post Office Box 418

Sopchoppy, Florida 32358-0418

(904) 962-2538

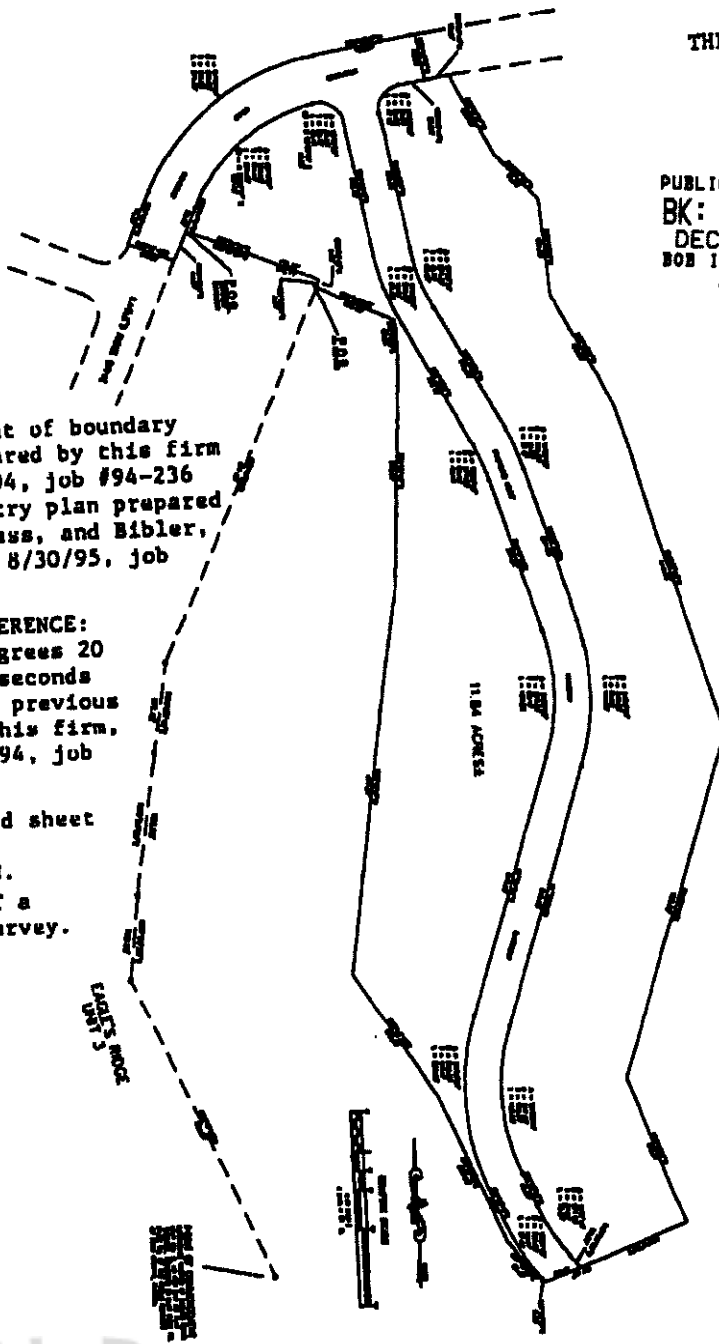
SKETCH OF PROPERTY
OF
THE LANDING, PHASE I
AT
GOLDEN EAGLE

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DR 185RPG 0239

THIS IS NOT A BOUNDARY SURVEY



NOTES:

1. SOURCE: Plat of boundary survey prepared by this firm dated 5/24/94, job #94-236 and a geometry plan prepared by Moore, Bass, and Bibler, Inc., dated 8/30/95, job #94-060.
2. BEARING REFERENCE: South 66 degrees 20 minutes 39 seconds East as per previous survey by this firm, dated 5/24/94, job #94-236.
3. See attached sheet for LEGAL DESCRIPTION.
4. This is NOT a boundary survey.

DATE	BY	REVISION

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could effect the boundaries.



CERTIFICATE: I hereby certify that this is a true and correct representation of the property shown hereon and that this survey meets the minimum technical standards for land surveying (Chapter 61G17-8, Florida Administrative Code).

JAMES T. RODDENBERRY
Surveyor & Mapper
Florida Certificate No. 4261
Date of Last Field Work
None

Date 11/07/95
Job No. 94-236
N.B. none
County Leon
Sec. T. R.

Exhibit "A"

FLOOD STATEMENT

ZONE: "C"
As per Federal Flood Insurance Rate Map Community Panel No. 120088 0420B
Dated index 12/15/82
LEON COUNTY FL

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James "Thurman" Roddenberry

Professional Land Surveyor

Post Office Box 418

Sopchoppy, Florida 32358-0418

(904) 962-2538

November 3, 1995

Legal Description of a 11.84 Acre Tract
Certified To:
Moore, Bass and Bibler,

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Commence at a 4 inch by 4 inch concrete monument (marked #4664) marking the Northeast corner of Eagles Ridge Unit No. 2 as per map or plat thereof recorded in Plat Book 10, Page 79 of the Public Records of Leon County, Florida and run North 22 degrees 02 minutes 52 seconds West 420.03 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence run North 07 degrees 05 minutes 25 seconds East 109.92 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 24 minutes 00 seconds East 180.09 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 08 minutes 48 seconds East 117.45 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 23 degrees 43 minutes 36 seconds East 517.58 feet to a 5/8 inch re-rod (marked #4664) marking the POINT OF BEGINNING. From said POINT OF BEGINNING run South 62 degrees 34 minutes 38 seconds East 104.50 feet to a 5/8 inch re-rod (marked #4016), thence run South 02 degrees 11 minutes 02 seconds East 43.84 feet to a 5/8 inch re-rod (marked #4016), thence run South 03 degrees 26 minutes 49 seconds West 303.91 feet to a 5/8 inch re-rod (marked #4016), thence run South 08 degrees 43 minutes 31 seconds West 497.61 feet to a 5/8 inch re-rod (marked #4016), thence run South 30 degrees 43 minutes 49 seconds East 190.52 feet to a 5/8 inch re-rod (marked #4016), thence run South 21 degrees 55 minutes 10 seconds East 202.02 feet to a 5/8 inch re-rod, thence run South 37 degrees 26 minutes 53 seconds East 68.51 feet, thence run North 69 degrees 47 minutes 59 seconds East 197.48 feet to a point, thence run North 20 degrees 12 minutes 01 seconds East 200.17 feet to a point, thence run North 18 degrees 56 minutes 29 seconds East 462.50 feet to a point, thence run North 16 degrees 07 minutes 03 seconds West 444.04 feet to a point, thence run North 26 degrees 15 minutes 51 seconds West 163.03 feet to a point, thence run North 03 degrees 28 minutes 50 seconds West 124.03 feet to a point, thence run North 40 degrees 41 minutes 50 seconds West 75.90 feet to a point, thence run North 25 degrees 51 minutes 57 seconds West 120.40 feet to a point lying on the southerly right-of-way boundary of a proposed 60.00 foot roadway, thence run South 80 degrees 50 minutes 43 seconds West along said right-of-way boundary 29.91 feet, thence leaving said

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LEON COUNTY, FLORIDA
Gwen Marshall
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11.84 Acre Tract (con't)

right-of-way boundary run North 09 degrees 09 minutes 17 seconds West 60.00 feet to the Northerly right-of-way boundary of said proposed 60.00 foot roadway, thence run South 80 degrees 50 minutes 43 seconds West along said right-of-way boundary 135.97 feet to a point of curve to the left, thence run Southwesterly along said right-of-way boundary and curve with a radius of 280.00 feet through a central angle of 57 degrees 09 minutes 54 seconds for an arc distance of 279.36 feet to a point of tangency, thence run South 23 degrees 40 minutes 49 seconds West along said right-of-way boundary 72.81 feet, thence leaving said right-of-way boundary run South 66 degrees 19 minutes 48 seconds East 60.00 feet to the Southeasterly right-of-way boundary of said proposed right-of-way boundary, thence run North 23 degrees 40 minutes 49 seconds East along said right-of-way boundary 40.07 feet, thence leaving said right-of-way boundary run South 66 degrees 20 minutes 39 seconds East 175.77 feet to a point, thence run South 23 degrees 30 minutes 49 seconds West 9.93 feet to a the POINT OF BEGINNING containing 11.84 acres, more or less.

SUBJECT TO A 60.00 FOOT wide and 45.00 foot wide proposed roadway easement being more particularly described as follows:

Commence at a 4 inch by 4 inch concrete monument (marked #4664) marking the Northeast corner of Eagles Ridge Unit No. 2 as per map or plat thereof recorded in Plat Book 10, Page 79 of the Public Records of Leon County, Florida and run North 22 degrees 02 minutes 52 seconds West 420.03 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence run North 07 degrees 05 minutes 25 seconds East 109.92 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 24 minutes 00 seconds East 180.09 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 08 minutes 48 seconds East 117.45 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 23 degrees 43 minutes 36 seconds East 517.58 feet to a 5/8 inch re-rod (marked #4664), thence run North 23 degrees 30 minutes 49 seconds East 9.93 feet to a point, thence run North 66 degrees 20 minutes 39 seconds West 175.77 feet to a point lying on the Southeasterly right-of-way boundary of a proposed 60.00 foot wide roadway and the POINT OF BEGINNING. From said POINT OF BEGINNING run North 23 degrees 44 minutes 10 seconds East along said right-of-way boundary 32.96 feet to a point of curve to the right, thence run Northeasterly along said right-of-way boundary and curve with a radius of 220.00 feet, through a central angle of 53 degrees 14 minutes 57 seconds for an arc distance of 204.46 feet chord being North 50 degrees 21 minutes 17 seconds East 197.18 feet to a point of curve to the right, thence run Easterly and Southerly along said curve with a radius of

11.84 Acre Tract (con't)

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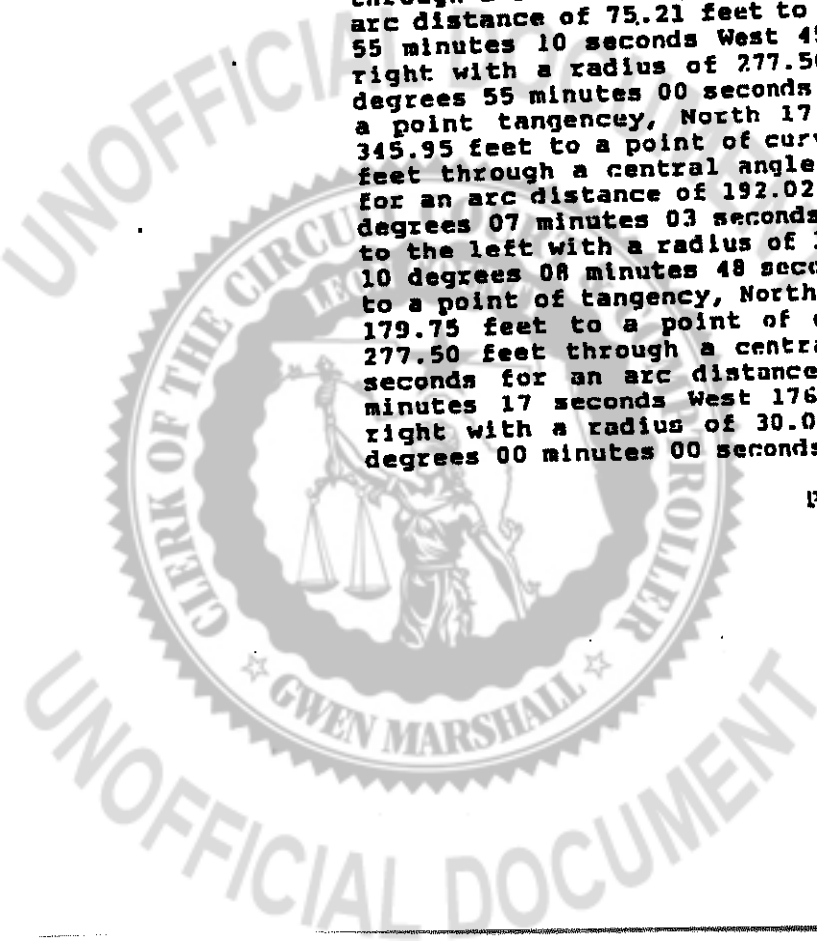
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30 feet through a central angle of 93 degrees 51 minutes 57 seconds for an arc distance of 49.15 feet (chord being South 56 degrees 06 minutes 15 seconds East 43.83 feet) to a point of tangency lying on the Westerly right-of-way boundary of a 45.00 foot wide roadway, thence run Southerly along said right-of-way boundary the following eleven (11) courses: South 09 degrees 09 minutes 17 seconds East 175.75 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 17 degrees 06 minutes 34 seconds for an arc distance of 96.30 feet to a point of tangency, South 26 degrees 15 minutes 51 seconds East 179.75 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 10 degrees 08 minutes 48 seconds for an arc distance of 49.14 feet to a point of tangency, South 16 degrees 07 minutes 03 seconds East 204.34 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 34 degrees 06 minutes 53 seconds for an arc distance of 165.23 feet to a point of tangency, South 17 degrees 59 minutes 50 seconds West 345.95 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 39 degrees 55 minutes 00 seconds for an arc distance of 224.68 feet to a point of tangency, South 21 degrees 55 minutes 10 seconds East 45.57 feet to a point of curve to the left with a radius of 322.50 feet for an arc distance of 87.41 feet to a point of tangency, South 37 degrees 26 minutes 53 seconds East 6.29 feet to a point, thence leaving said right-of-way boundary run North 69 degrees 47 minutes 59 seconds East 47.12 feet to the Easterly right-of-way boundary of said proposed 45.00 foot wide roadway, thence run Northerly along said right-of-way boundary the following eleven courses: North 37 degrees 26 minutes 53 seconds West 20.26 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 15 degrees 31 minutes 43 seconds for an arc distance of 75.21 feet to a point of tangency, North 21 degrees 55 minutes 10 seconds West 45.57 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 39 degrees 55 minutes 00 seconds for an arc distance of 193.33 feet to a point tangency, North 17 degrees 59 minutes 50 seconds East 345.95 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 34 degrees 06 minutes 53 seconds for an arc distance of 192.02 feet to a point of tangency, North 16 degrees 07 minutes 03 seconds West 204.34 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 10 degrees 08 minutes 48 seconds for an arc distance of 57.11 feet to a point of tangency, North 26 degrees 15 minutes 51 seconds West 179.75 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 17 degrees 06 minutes 34 seconds for an arc distance of 82.87 feet, North 09 degrees 09 minutes 17 seconds West 176.18 feet to a point of curve to the right with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet to

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11.84 Acre Tract (con't)

a point of tangency lying on the Southerly right-of-way boundary of a proposed 60.00 foot wide roadway, thence run North 80 degrees 50 minutes 43 seconds East along said right-of-way boundary 33.74 feet to a point, thence leaving said right-of-way boundary run North 09 degrees 09 minutes 17 seconds West 60.00 feet to a point, lying on the Northerly right-of-way boundary of said proposed 60.00 foot wide roadway, thence run Southwesterly along said right-of-way boundary the following three (3) courses: South 80 degrees 50 minutes 43 seconds West 125.97 feet to a point of curve to the left with a radius of 280.00 feet through a central angle of 57 degrees 09 minutes 54 seconds for an arc distance of 279.36 feet to a point of tangency, South 23 degrees 40 minutes 49 seconds West 72.81 feet to a point, thence leaving said right-of-way boundary run South 66 degrees 19 minutes 48 seconds East 60.00 feet to a point lying on the Southeasterly right-of-way boundary of said proposed 60.00 foot wide roadway, thence run North 23 degrees 40 minutes 49 seconds East along said right-of-way boundary 40.07 feet to the POINT OF BEGINNING.

NO FIELD WORK has been done to verify the accuracy of the property described hereon.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.



JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No: 4261

94-236-1

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