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

NOTICE OF FILING OF REVIVED DOCUMENTS FOR THE UNIT 2 SECTION OF THE KILLEARN LAKES HOMEOWNERS ASSOCIATION

Pursuant to Section 720.407(1), Florida Statutes, this is to certify that the attached documents are the revitalized governing documents of the Unit 2 section of the Killearn Lakes Homeowners Association, Inc., following action taken by the membership and approved by the State of Florida's Department of Economic Opportunity:

- 1. Revitalized Declaration of Covenants and Restrictions for Unit 2;
- 2. Revitalized Bylaws of Killearn Lakes Homeowners Association, Inc.;
- 3. Revitalized Articles of Incorporation of Killearn Lakes Homeowners Association, Inc.;
- 4. Approval letter from the Florida Department of Economic Opportunity dated November 10, 2016; and
- 5. Legal descriptions of each of the affected parcels.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its duly authorized officers, on this day of November, 2016.

	ASSOCIATION, INC.
ann mahenall	By has Sega
Name: ANNE MARSHALL	PRESIDENT – Trina Searcy
aun Maush all	By: Jun July
Name: ANNE WHRSHALL	SECRETARY – Joanie Trotman
Joanie Trotman, President and Secretary of the K	efore me this <u>But</u> day of November, 2016, by Trina Searcy and illearn Lakes Homeowners Association, Inc., respectfully who are
personally known to me or have produced	as identification.

20160076418
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF
LEON COUNTY FL
BK: 4999 PG:246, Page1 of 74
11/22/2016 at 04:08 PM,

BOB INZER, CLERK OF COURTS

WITNESSES:

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

KILLEARN LAKES HOMEOWNERS



KILLEARN LAKES UNIT 2 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 the All day of November, 20/6, by Killearn Lakes Homeowners Association, and as such, revitalizes the original Declaration of Covenants and Restrictions for Killearn Lakes Unit 2 dated January 11, 1972, and is recorded at Official Records Book 504, Page 25 of the public records of Leon County, Florida.

WITNESSETH:

WHEREAS, The Killearn Lakes Homeowners Association, Inc. (the "Association") was incorporated in the State of Florida by the original Developer of the Killearn Lakes Development (a/k/a, "Killearn Lakes Plantation") to create a residential community with permanent parks, lakes, playgrounds, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS, the Association on behalf of the property owners of the land described in Article I of this Declaration desire to continue the maintenance of the residential community known as Killearn Lakes with permanent parks, lakes, playgrounds, open spaces and other common facilities for the benefit of the said community; and,

WHEREAS, the Association desires to provide for the preservation of the value and amenities in said community, to provide for an agency which is delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter provided for.

NOW THEREFORE, the Association declares that the real property described in Article I, 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 as follows:

Unit 2 of Killearn Lakes as per recorded plat in the official records of Leon County, Florida, Official Record Book 6, at Page 39.

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. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights resulting to Members of the Killearn Lakes Homeowners Association shall be uniform as between all Units of Killearn Lakes.

ARTICLE II DEFINITIONS

- Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:
 - (a) "Association" shall mean and refer to the Killearn Lakes Homeowners Association, Inc.
 - (b) "Board" shall mean and refer to the Board of Directors of the Killearn Lakes Homeowners Association, Inc.
 - (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, and shall specifically include all areas designated as green areas on the recorded subdivision plats.
 - (d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.
 - (e) "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.
 - (f) "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.
 - (h) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article XXXIII, Section I, hereof.
 - (i) "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 lot.
 - (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
 - (k) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I hereof.

ARTICLE III GENERAL PROVISIONS

Section 1. <u>Duration</u>. 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, its 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 of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. <u>Notices</u>. 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. <u>Enforcement</u>. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

ARTICLE IV <u>AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS</u>

Any substantive amendments to these covenants and restrictions shall be in accordance with the Association's governing documents and Florida law, as both are amended from time to time.

ARTICLE V ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned Unit, as more particularly described in Article I hereof.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, dock, wall or other structure shall be commenced, erected, or maintained upon The Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of two (2) or more representatives appointed by the Board, The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of no less than three (3) representatives to be appointed by the Board. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative(s) shall be entitled to any 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. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and a plot plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of the materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE VIII LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and

specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX 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. 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 areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Killearn Lakes Master Plan for development.

Section -2. 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 unusual features in the Green Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 3. The Association, 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 the Association.

Section 4. The Association reserves unto itself the right to go 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 for the conveyance and use of electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities in said Green Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or 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 Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

Section 5. 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 Areas. Fires of any and all kinds shall be prohibited except in designated and controlled areas as specified by the Association.

Section 6. No large trees of any kind measuring three (3) inches or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without the 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 7. The Association reserves to itself, and its Members, every reasonable use and enjoyment of said Open Space Areas in a manner not inconsistent with the provisions of this Declaration.

Section 8. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Association, that the Association 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.

ARTICLE X TEMPORARY STRUCTURES

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 lot or any lands shown and/or set aside on a recorded plat as Green Areas at any time, unless approved by the Architectural Control Committee.

Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

ARTICLE XI LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.

No lot shall be subdivided, or its boundary lines changed except with the written consent of the Association. However, the Association hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots. The Covenants and Restrictions specified herein shall apply to each such modified building lot or lots so created, and each such lot shall be governed by the provisions of the instant Declaration of Covenants and Restrictions.

ARTICLE XII DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than the area specified in Schedule "A" included herein.

In the event a structure in the aforementioned Unit contains more than one story, the ground floor must contain not less than 1,200 square feet and must be completely finished as living area, and at least 400 square feet on the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one-story dwelling.

ARTICLE XIII BUILDING LOCATION

- (a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) No building shall be located nearer than 10 feet to an interior lot line and must be at least 25 feet from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- (c) No driveway shall be located nearer than 5 feet to any interior lot line except a backup turn-around pad may be located as near as one foot to a property line.
- (d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line.
- (e) No fence or prominent structure of any kind shall be permitted on the rear 50 feet of any lot which has a rear lot line adjacent to a lake.
- (f) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE XIV LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ARTICLE XV EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be specifically approved in writing by the Architectural Control Committee.

ARTICLE XVI GARAGES AND CARPORTS

Each Living Unit, except a multifamily structure, shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the property unless the garage is enclosed and equipped with doors, or unless approved by the Architectural Control Committee.

ARTICLE XVII OFF-STREET PARKING

Each lot Owner shall provide adequate space and facilities for parking at least three (3) automobiles off the street and within the boundaries of the lot. "Adequate space" shall be defined as having minimum dimensions of nine (9) feet in width and twenty (20) feet in depth.

ARTICLE XVIII DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt 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.

ARTICLE XIX UTILITY CONNECTIONS AND TELEVISION ANTENNAS

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.

ARTICLE XX WATER SUPPLY

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

ARTICLE XXI SEWAGE DISPOSAL

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

ARTICLE XXII GARBAGE AND REFUSE DISPOSAL

No lot 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.

ARTICLE XXIII WINDOW AIR-CONDITIONING UNITS

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

ARTICLE XXIV 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 a delivery to wall receptacles attached to residences, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XXV SIGNS

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

ARTICLE XXVI PROTECTIVE SCREENING

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

ARTICLE XXVII SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

ARTICLE XXVIII EASEMENTS

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

The original developer of Killearn Lakes reserved unto itself, its successors and assigns, including the Association, 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 ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the original developer or the Association 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 Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

ARTICLE XXIX LIVESTOCK AND POULTRY

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

ARTICLE XXX LAKES, BOATS, AND DOCKS

- Section 1. <u>Boats</u>. Boats may be powered by an outboard electric motor having a maximum of three (3) horsepower and shall be maintained and operated at all times in a safe manner according to the safety rules established by the Outboard Boating Club of America, U.S. Coast Guard, or other similar organizations. This section may be amended by unanimous vote of the Architectural Control Committee.
- Section 2. <u>Landscaping</u>. The dumping, filling, excavation, planting of spreading-type vines or other foliage, fencing, or the cutting of trees having a diameter of three (3) inches or more which would change the configuration of the shoreline or disturb the appearance and natural beauty of the shore within fifty (50) feet of the water's edge is prohibited.
- Section 3. <u>Dock Height</u>. Docks shall not be constructed unless approved in writing by the Architectural Control Committee. Docks shall not be more than one foot above the crest of the bank along the shoreline and in no event higher than three feet above the established water level.
- Section 4. <u>Dock Size and Shape</u>. Docks shall have a flat, un-obstructed surface constructed of wood and a rectangular shape not to exceed fifteen (15) feet in length and six (6) feet in width which shall be supported by either concrete or wood pilings.

- Section 5. <u>Dock Appearance</u>. 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. <u>Prohibitions</u>. Diving platforms, floating docks, oil drums, other buoyant objects or materials, ladders, leaves, fishing methods employing the use of other than a handheld device, and boat houses are specifically prohibited.
- Section 7. <u>Swimming</u>. No swimming shall be permitted from any lake or area deeded to the Killearn Lakes Homeowners Association, Inc. Any owner of a lot or lots abutting upon any lake who swims or permits others to swim from such lot or lots shall do so at their own risk. Killearn Lakes Homeowners Association, Inc., assumes no responsibility for the purity of the water in the lakes or any damage resulting from their use.
- Section 8. <u>Authority and Responsibility</u>. It shall be the sole responsibility of the Association to maintain the aesthetic of all lakes, the discharge of which jurisdiction shall entitle said Association to go on and upon all lakes and an area 20 feet upland from the mean high water mark of all lakes for the purpose of performing its responsibilities to the Members and contributing owners.
- Section 9. <u>Permission to Improve</u>. Permission is given to the Association its successors or 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.

ARTICLE XXXI OIL AND MINING OPERATIONS

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

ARTICLE XXXII NUISANCES

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

ARTICLE XXXIII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. <u>Membership</u>. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject to 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.

Members shall be all those Owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE XXXIV 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 to every lot.
- Section 2. <u>Title to Common Properties</u>. Legal title to the Common Properties is in the name of the Association.
- Section 3. <u>Extent of Members' Easements</u>. The rights and easements of enjoyment created hereby shall be subject to the following:
- (a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid hereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,
- (b) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,
- (c) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

- (d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless ratified by two-thirds (2/3) vote of the membership represented at such 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 Properties in a Unit of Killearn Lakes in which such Member is not a resident. Common Properties belonging to the Association shall result in membership entitlement, notwithstanding the Unit in which the lot is acquired, which results in membership rights as herein provided.

ARTICLE XXXV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such 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. <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. <u>Basis and Maximum of Annual Assessments</u>. Until the year beginning January, 1975, the annual assessment shall be Thirty Dollars (\$30.00) per lot. From and after January 1, 1975, the annual assessments may be increased by a 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 (3) years. Any Member, paying the annual dues on or prior to June 1 of the year in which same become due, shall be entitled to pay only the sum of Twenty-four dollars. From and after June 1 of each year, the annual dues shall be Thirty Dollars (\$30.00).

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 Lake-Front Property. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is adjacent and contiguous to any lake shall pay, in addition to the annual assessment provided in Section 3, an annual sum of \$12.00, 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 stocking and restocking of fish therein, and the cost of beautification of the lakes and their surrounding borders; provided, however, that at least one-half of said costs must be paid by the Association from assessments collected under Section 3 above.

The Board of Directors of the Association may decrease the assessment provided for in this section. The annual assessment may be increased up to but not exceeding \$18.00 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 levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or re-construction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Sections 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Sections 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 of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the maximum assessments permitted under Sections 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 (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. <u>Date of Commencement of Annual Assessments</u>. <u>Due Dates</u>. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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

Section 9. <u>Duties of the Board of Directors</u>. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

The Association shall, upon demand, 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. <u>Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association</u>. 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 (8) percent per

annum, and the Association may bring an action at law against the Owner and 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. <u>Subordination of the Lien to Mortgages</u>. The lien of the assessment provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 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 public authority and devoted to public use; (b) all Common Properties as defined in Article 2 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

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

ARTICLE XXXVI EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under Article 35 hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs, or removal of trash and litter.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article 35 hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided in Article 35 hereof.

SCHEDULE "A"

Dwelling Quantity and Size

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

Lots fronting on, adjacent to, or located in:

KILLEARN LAKES, UNIT 2

(A) All lots: 1,000 square feet

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed its name by its President and its corporate seal to be fixed and attested by its Secretary, this <u>/</u> day of November, 2016.

WITNESSES:

KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC.

Its President:

Its Secretary

State of FLORIDA County of LEON

Cure Manshall

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Trina Searcy and Joanie Trotman, known to me to be the persons described in and who executed the foregoing Restrictive Covenants, and acknowledged before me that they executed the same as President and Secretary respectively, of Killearn Lakes Homeowners Association, Inc., a Florida corporation, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal in the State and County last aforesaid this 184 day of

November, 2016.

Notary Public

My Commission Expires:

DEPARTMENT OF STATE (S)

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the $5 \pm h$ day of November, A.D., 1973, as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
9 th day of May,
A.D., 19 74.

SECRETARY OF STATE

6010-94 3 29 77

KILLEARS LAXES ECHEOWNERS ASSOCIATION, IEC.

A HON-PROFIT CORPORATION

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, applicable to corporations not for profit, under the following proposed Charter:

ARTICLE I. NAME

The name of the corporation is XILLEARN LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety and welfare of the residents

within the following described property, to-wit:

med are:

No promote the health, safet,

he following described property, to-wit:

All of Killearn Lakes, Unit No. 1, as per map
or plat thereof recorded in Plat Book 6, page 26A, 700

of the Public Records of Leon County, Florida;

ALSO:

Unit No. 2, as per map
That Book 6, page 39A, Tolking
Florida;

Florida;

ALSO:

All of Killearn Lakes, Unit No. 3, as per map or plat thereof recorded in Plat Book 6. page 42A, of the Public Records of Leon County, Florida;

and such additions thereto as may bereafter be brought within the jurisdiction of this corporation by annexation as provided in Article 5 herain, hereafter referred to as "The Properties" and for this purpose to:

(a) own, acquire, build, operate and maintain recreation parks, playsrounds, swiming pools, boat dooks, commons,

streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "the common properties and facilities";

- (b) provide exterior maintenance for the lots and homes within The Properties;
 - (c) provide garbage and trash collection;
 - (d) maintain unkept lands or trees;
 - (e) supplement municipal services;
 - (f) fix assessments to be levied against The Properties;
- (g) enforce any and all covenants, restrictions and agreements applicable to The Properties;
- (h) pay taxes, if any, on the common properties and facilities;
- (i) to promote the social welfare and education of the members hereof, and to promote the public safety within the confines of Killearn Lakes, including, but not limited to, the prevention of cruelty and danger to children and animals, and to generally promote the physical fitness and welfare, all for the henefit only of the members hereof; and
- (j) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Article XXXIII of the Declaration of Covenants and Restrictions, as set forth in Official Records Book 516, page 342, of the Public Records of Leon County, Florida, identical in substance, is specifically made a part of these Articles as fully and as completely as if set forth herein.

ARTICLE IV. BOARD OF DIRECTORS AND OFFICERS; SELECTION; TERMS OF OFFICE

The affairs of the corporation shall be managed by a President, a Vice-President and a Secretary-Treasurer and a Board of Directors of not more than nine (9) nor less than three (3) directors who need

Child Lineares 1971 a

not be members of the corporation. Beginning with the first annual meeting to be held during the first two weeks of November, 1973, the members at each annual meeting shall elect such officers and directors for a term of one year or until their successors are duly elected.

The first officers of the corporation shall be:

James Patin - President Bill Durham - Vice President J. T. Williams, Jr. - Secretary/Treasurer

ARTICLE V. ADDITIONS TO PROPERTIES AND MEMBERSHIP .

Additions to the properties described in Article II may be only made in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this corporation to such properties.

Hall Market Conservation of the Conservation o

ARTICLE VI. MERGERS AND CONSOLIDATIONS

Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article II, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other nonprofit corporations organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds of the votes irrespective of class of members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII. MORTGAGES: OTHER INDEBTEDNESS

The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

The total debts of the corporation including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of five (5) years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes

Page Four - ARTICLES OF INCORPORATEDA

irrespective of class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purposes of the meeting.

ARTICLE VIII. QUORUM FOR ANY ACTION COVERNED BY ARTICLES V, VI, AND THE OF THESE ARTICLES

The quorum required for any Estion governed by Articles V, VI, and VII of these Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE IX. DEDICATION OF PROPERTIES OF TRANSFER OF FUNCTION TO PUBLIC AGENCY OF GITTETT

The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE X. DURATION

The corporation shall exist perpetually.

ARTICLE XI'. DISSOLUTION

The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of the votes irrespective of class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article III hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XII. DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate

public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XIII. AMENDMENTS

These Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XIV. BY-LAWS

The By-Laws shall be adopted by the Board of Directors at its first annual meeting. The By-Laws may be altered or rescinded by a majority vote of a quorum of the members as set forth in Article XVII of the By-Laws.

ARTICLE XV. THE INCORPORATORS

The name and address of each incorporator is:

James Patin

TAME AND PROPERTY OF THE PROPE

3500 Kinhega Drive Tallahassee, Florida 32303

Bill Durham 3500 Kinhega Drive

Tallunassee, Florida 32303

J. T. Williams, Jr. Sill kinheja Frive Tallanassee, Florida 32303

ARTICLE XVI. REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is 3500 Kinhegz Drive, Tallzhassee, Florida 32303, and the name of its initial registered agent at such address is James Patin.

ARTICLE XVII. INITIAL DIRECTORS

The names and addresses of those persons who are to act as directors until the election of their successors and their terms of office are:

James Patin

3500 Kinhega Drive

Tallahassee, Florida 32303

Bill Durham

3500 Kinhega Drive Tallahassee, Florida 32303

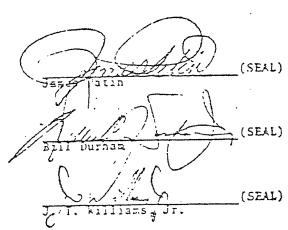
Stan Derzypolski

3500 Kinhega Drive

Tallahassee, Florida 32303

The above named directors shall serve until the first annual meeting to be held during the first two weeks of November, 1973, or until their successors are duly elected.

WITNESS our hands and seals this all day of Gill A.D. 1973.



STATE OF FLORIDA

COUNTY OF LEGN

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared JAMES PATIN, BILL DURIGN and J. T. WILLIAMS, JR., to me known to be the persons executing the foregoing Articles of Incorporation, Page Seven - ARTICLES OF INCORPORATION

and they acknowledged before me that they signed the same for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 2dd day of hand and A.D. 1973.

Public

(SEAL)

My commission expires:

KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to the following described property, to-wit:

See description in Articles of Incorporation of Killearn Lakes Homeowners Association, Inc., a non-profit corporation, together with the recorded plat of the subdivision known and designated as Killearn Lakes, Units 1, 2 and 3, in Leon County, Florida. Each subsequent unit of Killearn Lakes represented by a recorded plat shall be deemed to become a part of this description as fully and as completely as if herein specifically set forth; and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 2, herein.

Section 3. "Common Properties" shall mean and refer to parks, playgrounds, swimming pools, boat docks, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents with The Properties.

ARTICLE II. LOCATION

Section 1. The principal office of the Association shall be located at 7110 Beech Ridge Trail, Tallahassee, Florida.

ARTICLE III, MEMBERSHIP

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

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon the property against which such assessments are made as provided by Article XXXV of the Declaration of Covenants and Restrictions to which The Properties are subject and recorded in the Public Records of Leon County, Florida, and which provide as follows:

Article XXXV--Section 1. The Developer for each lot owned by him within The Properties hereby covenants and each owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of . collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of common properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1 (d), they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period of not to exceed thirty (30) days.

ARTICLE IV. VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article III, Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1, Article III.

When more than one person holds such interest or interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Article III, Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes 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.

ARTICLE V. PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article XXXIV, Declaration of Covenants applicable to The Properties.

Section 2. Any member may delegate his rights of enjoyment in the common properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one (1) year or more. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

ARTICLE VI. ASSOCIATION PURPOSES AND POWERS

The Association has been organized for the following purposes:

Section 1. To promote the health, safety and, general welfare of the residents of Killearn Lakes and to own, acquire, build, operate and maintain recreation parks, playgrounds, street lights and including improvements thereon, and otherwise as provided in Article II of the Articles of Incorporation of Killearn Lakes Homeowners Association, Inc.

Section 2. The powers and rights of the Association shall be as specified in Article VI, VII, VIII and IX of the Articles and such provisions are incorporated herein as fully and as completely as if specifically set forth.

بوزه

ARTICLE VII. BOARD OF DIRECTORS

Section 1. The provisions of Article IV of the Articles of Incorporation of Killearn Lakes Homeowners Association, Inc. shall become a by-law as fully and as completely as if specifically set forth.

Section 2. Vacancies in the Board of Directors shall be filled by the remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VIII. ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating committee which shall be one of the standing committees of the Association.

Section 3. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating committee shall be appointed by the Board of directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, as the committee in its discretion shall determine, provided that the Committee shall seek suggestions from all corporate mortgage lenders who hold home mortgages within The Properties and shall so exercise its discretion in the matter of nominations that there shall be, at all times, at least one member

of the Board of Directors who represents the interests of such mortgage lenders. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled: (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each member shall receive as many ballots as they have votes. Members are entitled to cast only one vote for each property for which they are the fee simple owners, for each vacancy certified by the Association. Members of multiple properties may vote a single ballot, if each property owned by them is identified by lot, block and unit number for verification on the outside envelope.

The completed ballots shall be returned as follows: Each ballot shall be enclosed in a sealed envelope marked "BALLOT", but not marked in any other way. Each such "BALLOT" envelope shall contain only one ballot, and members shall be advised that, because of verification procedures of Section 7, the inclusion of more than one ballot in any one "BALLOT" envelope shall disqualify the return. Such "BALLOT" envelope shall be placed in another sealed envelope, which shall bear on its face, the name and signature of the member, the lot and block identification of each property for which a vote is being cast, and such other information that the Board of Directors may determine will serve to establish the member's right to cast the vote or votes. The ballots will be returned to the Association office, 7110 Beech Ridge Trail, Tallahassee, FL 32312.

Section 7: a. Verify the ownership of the properties identified by lot block and unit numbers on each outside envelope. Note only the number of verified multiple properties on the sealed "BALLOT" envelope, which will be unsealed and counted during a separate procedure.

b. that the signature of the member or his proxy on the outside envelope is genuine; and

G. If the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XIV, Section 2, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall be maintained in a safe or other locked place until such time that the election Committee is ready to proceed with the opening of the "Ballot" envelopes and the counting of votes. If any "Ballot" envelope is found to contain more than one ballot, or a ballot containing multiple votes, not verified by a number noted on the outside of the "BALLOT" envelope, all ballots and votes contained therein shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.
- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.
- (f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence

occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the board of directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are property performed.
- (c) As more fully provided in Article XXXV of the Declaration of Covenants of applicable to The Properties:
- (1) To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time; .
- (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;
- (3) To send written notice of each assessment to every owner subject thereto.
- (d) To issue, or to cause an appropriate office to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X. DIRECTORS' MEETINGS

- Section 1. A regular meeting of the Board of Directors shall be held once each month. The Board of Directors shall, by resolution, set the day and hour of holding such regular meeting. the Board of Directors, shall by a publication of general membership circulation, notify members of the date and hour established for the regular meeting, and any subsequent changes.
- Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.
- Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by

any two (2) directors after not less than three (3) days' notice of each director.

Section 4. The transaction of any business at any meeting of the Board of directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI. OFFICERS

Section 1. The officers shall be a president, a vicepresident, a secretary, and a treasurer. The president shall be a member of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice-president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XIII, Section 3).

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes

shall also be signed by the president or the vice-president, or an administrator specifically appointed by the Board of Directors to assist with such duties.

Section 8. The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XII. COMMITTEES

Section 1. The Standing Committees of the Association shall be:

The Nominations Committee

The Recreation Committee

The Maintenance Committee

The Architectural Control Committee

The Publicity Committee

The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational programs and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article VI, Declaration of Covenants and Restrictions applicable to the Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the board of Directors regarding Association action on such matters.

Section 6. The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The treasurer shall be an ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee (but then only as to those functions that are governed by Article VI, Declaration of Covenants and Restrictions applicable to The Properties.), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its power, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XIII. MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held during the first two weeks of the month of November in each year, at the hour of 10:00 o'clock a.m. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice-President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one fourth of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article VIII or any

action governed by the Articles of Incorporation or by the covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes irrespective of class of membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties shall require a quorum as therein provided.

ARTICLE XIV. PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

ARTICLE XV. BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

ARTICLE XVI. CORPORATE SEAL

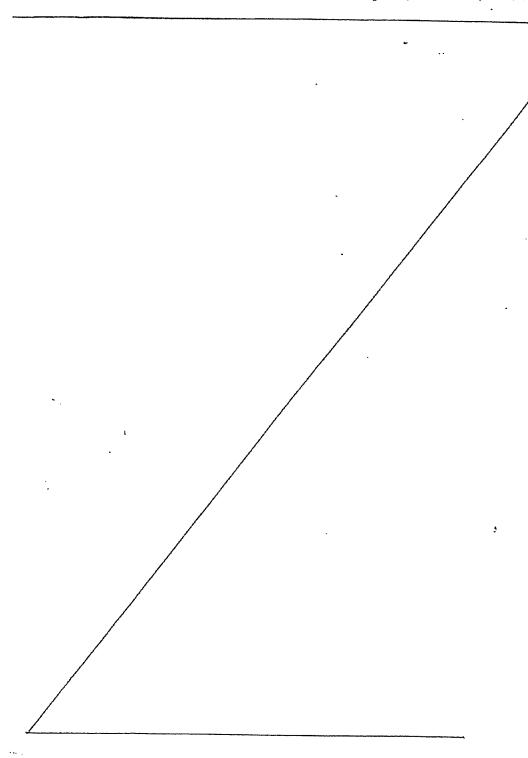
Section 1. The Association shall have a seal in circular form having within its circumference the words: KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE XVII. AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these by-laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these By-laws, the Covenants and Restrictions shall control.

These By Laws proposed for amendment by the 1994 Board of Directors were passed by an affirmative vote of the members at the annual election and announced to the Annual Meeting November 12, 1994.



AFFIDAVIT OF TRINA SEARCY

STATE OF FLORIDA, COUNTY OF LEON.

BEFORE ME, the undersigned authority, personally appeared <u>Trina Searcy</u>, who after first being duly sworn or affirmed, did say as follows:

- 1. I am over 18 years of age and competent to make this affidavit.
- 2. I am the President of the Killearn Lakes Homeowner's Association, Inc.
- 3. I certify that the revitalization committee for Killearn Lakes Unit 2, a section of the Killearn Lakes Community, submitted a request for Covenant Revitalization to the Department of Economic Opportunity.
- 4. I certify that as part of that submittal, the version of the proposed revitalized Bylaws that was submitted is the true and correct version of the Bylaws and that the "struck-through" language in Article VIII, Section 4, shall be considered deleted language not to be included in the proposed revitalized Bylaws. There is no other separate amended version of the Bylaws.

Further affiant says not.

Affiant - Trina Searcy

Sworn to (or affirmed) and subscribed before me this 2 day of September, 2016, by Trina Searcy, President of Killearn Lakes Homeowners Association, Inc., who is personally known to me or who has produced ______ as identification.

Notary Public

Print, type or stamp name, commission

no. and expiration date:



Rick Scott



Cissy Proctor EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-16-219

November 10, 2016

Kristin A. Gardner, Esq. Dunlap & Shipman, P.A. 2065 Thomasville Road, Suite 102 Tallahassee, Florida 32308

Re: Killearn Lakes Homeowners Association, Inc., - Unit 2

Dear Ms. Gardner:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Unit 2 of Killearn Lakes, a section of the community governed by the Killearn Lakes Homeowners Association, Inc., and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) - (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

ames D. Stansbury, Chief

Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 850.245.7105 | www.floridajobs.org www.twitter.com/FLDEO | www.facebook.com/FLDEO

FINAL ORDER NO. DEO-16-219

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
agency.clerk@deo.myflorida.com

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

FINAL ORDER NO. DEO-16-219

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 14th day of November, 2016.

gency Clerk

Department of Economic Opportunity 107 East Madison Street, MSC 110 Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Kristin A. Gardner, Esq. Dunlap & Shipman, P.A. 2065 Thomasville Road, Suite 102 Tallahassee, Florida 32308

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning