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PUBLIC RECORDS LEON CNTY FL  
BOOK R2335 PAGE 00662  
JAN 14 2000 12:42 PM  
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BK: R2335 PG: 00662

This Instrument prepared by

Jennifer A. Winegardner, Esq.  
Broad and Cassel  
215 S. Monroe, Suite 400  
Tallahassee, FL 32308

KILLEARN ACRES  
DECLARATION OF AMENDMENT TO COVENANTS AND RESTRICTIONS

STATE OF FLORIDA  
COUNTY OF LEON

*January 11, 2000*

KNOW ALL MEN BY THESE PRESENTS, that this is a Declaration of Amendment to the Covenants and Restrictions for the Killearn Acres Subdivision, Units 1 through 9 inclusive, entered into on the date above written, by KILLEARN ACRES HOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Declarant "

WITNESSETH


WHEREAS, Declarant is the Assignee of all of Developer Killearn Properties, Inc.'s right, interests and obligations under the covenants and restriction applicable to the various Units of Killearn Acres Subdivision, including the right to cure "any ambiguity in or any inconsistency between the provisions contained herein " Said Assignment is recorded in the Public Records for Leon County, Florida, at Official Record 2318, Page 770,

WHEREAS, there has been confusion regarding the due date for annual assessments or charges and discounts and Declarant hereby declares the need to amend the covenants and restrictions, in accord with its assigned right to do so, to cure any inconsistencies or ambiguities in this regard;

NOW, THEREFORE, Declarant hereby amends the Covenants and Restrictions pertaining to those Units of the Killearn Acres Subdivision fully described below as follows

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1 Any Article or Section of the Covenants and Restriction that declares, implies or references June 1 as the due date for any yearly assessment or delinquency shall be, and hereby is, deleted

2 Any Article or Section of the Covenants and Restrictions that declares, implies or references a discount for dues paid by or before June 1 shall be, and hereby is, deleted,

3 This document does not alter or change any Article or Section of the Covenants and Restrictions declaring April 1 as the date when annual assessments (except for year 1) become due and payable,

4 This document does not alter or change the amount of annual membership dues which is currently set at \$24 00 (subject to amendment pursuant to the covenants and restrictions) but only cures an inconsistency and ambiguity in the Covenants and Restrictions as to the date such payment is due,

5 As used in this Amendment, the terms "dues," "membership dues," "assessments" and "annual assessments" are interchangeable.

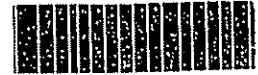
6 The record data of the affected\* Covenants and Restrictions is as follows  
 In the Leon County, Florida, Public Records

Unit	O R Book	Page No
5**	396	343
	407	85
6**	407	85
	407	85
7	407	85
8	421	317
9	432	126

\*Covenants and Restrictions in Units 1 through 4 do not contain a covenant for assessments that declares, implies or references June 1 as the deadline

\*\*Unit 6 and a portion of Unit 5 were replatted to form Unit 7

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7 All owners and prospective purchasers of the several units of Killlearn Acres Subdivision in Leon County, Florida, please take notice of this reported change in the Covenants and Restrictions of the Killlearn Acres Subdivision

8 Except as amended herein, all other covenants and restrictions remain in full force and effect

IN WITNESS WHEREOF, KILLEARN ACRES HOMES ASSOCIATION, INC has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto who are duly authorized, the day and year first above written

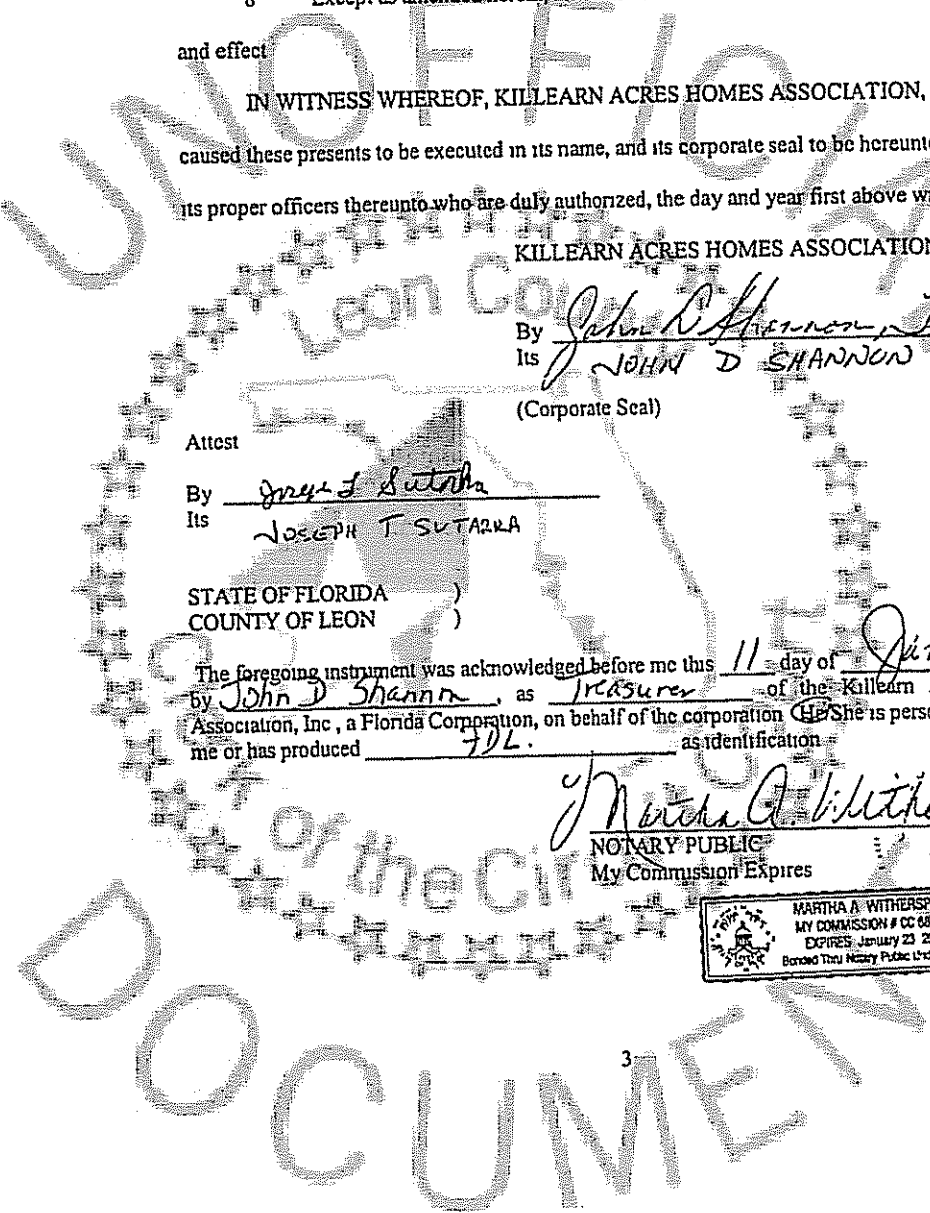
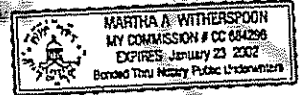
KILLEARN ACRES HOMES ASSOCIATION, INC  
By John D Shannon, Treasurer  
Its JOHN D SHANNON  
(Corporate Seal)

Attest  
By Joseph T Sutarra  
Its JOSEPH T SUTARRA

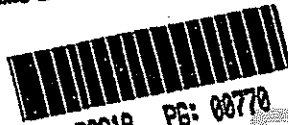
STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 11 day of Jan. 2000 by John D Shannon, as Treasurer of the Killlearn Acres Homes Association, Inc, a Florida Corporation, on behalf of the corporation He She is personally know to me or has produced JDL as identification

Martha A Witherspoon  
NOTARY PUBLIC  
My Commission Expires



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BOOK: 02818 PAGE: 08770  
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THIS INSTRUMENT PREPARED BY:  
Jennifer A. Winegardner, Esq.  
Broad and Canal  
P.O. Drawer 11300  
Tallahassee, FL 32302  
850-681-6810

**ASSIGNMENT**

THIS ASSIGNMENT, is made this 12<sup>th</sup> day of NOV., 1999, by KILLEARN PROPERTIES, INC., (hereinafter referred to as "Assignor"), to KILLEARN ACRES HOMES ASSOCIATION, INC., (hereinafter referred to as "Assignee"),

**WITNESSETH:**

WHEREAS, Assignor, as the Developer of the Killearn Acres Subdivision (hereinafter "the Subdivision"), has certain rights, interests and obligations as set forth in the covenants and restrictions attached to and running with land located in the Subdivision, in Leon County, Florida; and

WHEREAS, Assignor wishes to assign those rights, interests and obligations to Killearn Acres Homes Association, Inc., a non-profit corporation; and

WHEREAS, Killearn Acres Homes Association, Inc. wishes to accept Assignor's rights, interests and obligations set forth in the covenants and restrictions.

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee all of its rights, interests and obligations set forth in the Covenants and Restrictions applicable to the properties within the Subdivision; and

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1. Assignor covenants with Assignee not to do or permit to be done anything to impair the security of the within Assignment; not to execute any other Assignment of these rights and interests; and at Assignee's request, to assign and transfer to the Assignee any and all subsequent rights to enforce covenants and restrictions on the property located in the Subdivision, and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time require;

2. Assignor further assigns to Assignee any and all rights it has to collect all costs incurred in enforcing any such Covenant and Restrictions described above;

3. Assignee shall and does hereby agree to indemnify and hold Assignor harmless from any and all liability, loss, or damage which may be incurred by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms or covenants which are the subject of the Assignment.

4. Record information for the Covenants and Restrictions affecting the properties within the Subdivision, and filed and recorded in the public records, Leon County, Florida, is as follows:

	Official Record	Page
Unit One	396	360
Unit Two	394	199
Unit Three	376	613
Unit Four	387	1
Unit Five (replatted)	396	343
See also	407	85

Unit Six (replatted)	6	6
See	407	85
See also		
Unit Seven	407	85
Unit Eight	421	317
Unit Nine	432	126



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IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year first above written.

KILLEARN PROPERTIES, INC.

BY: David Williams  
DAVID WILLIAMS, President  
"Assignor"

STATE OF Georgia  
COUNTY OF Henry

The foregoing was acknowledged before me this 12<sup>th</sup> day of Dec., 1999, by David Williams as President of Killearn Properties, Inc.

Dracy Hall  
Notary Public



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