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**PINE LANDING OF TALLAHASSEE  
KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC.**



**DECLARATION OF COVENANTS AND RESTRICTIONS**

BK: R2107 PG: 00583

STATE OF FLORIDA  
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants and Restrictions, made on this 30th day of June, 1997 by Pine Landing of Tallahassee, Inc , a Florida Corporation, hereinafter referred to as "Developer",

**WITNESSETH**

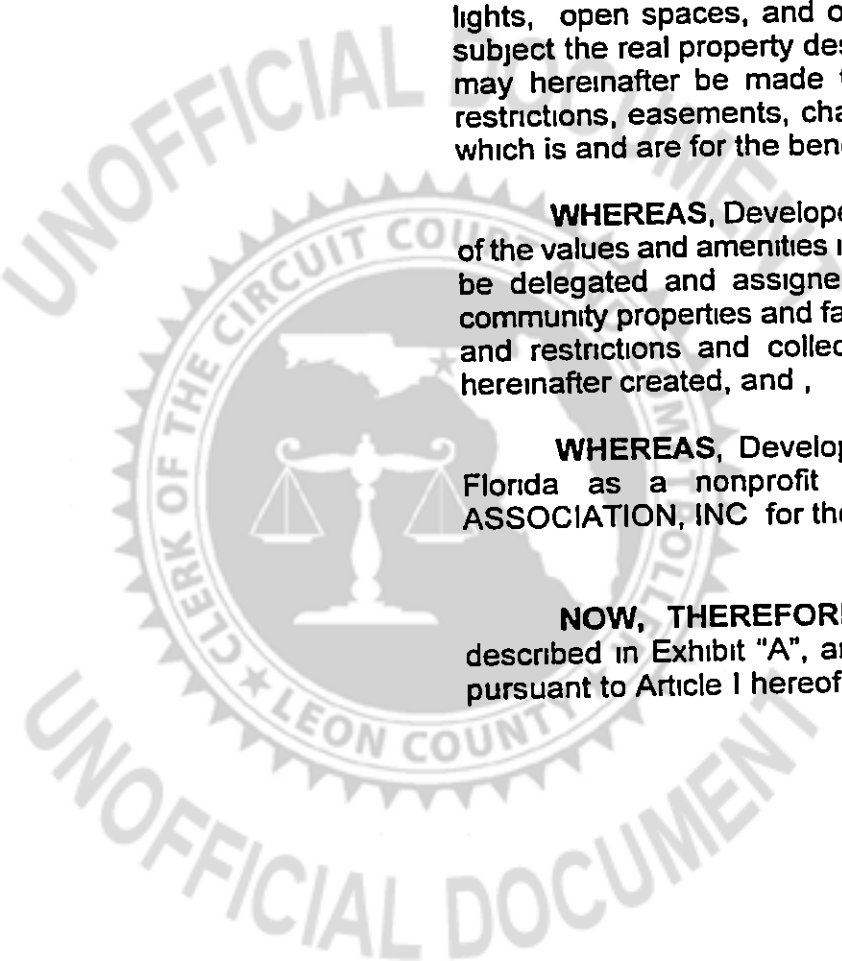
**WHEREAS**, Developer is the owner of certain real property commonly known as Pine Landings and desires to create thereon a residential community with facilities for the benefit of said community, and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said, lakes, street lights, open spaces, and other common facilities, and , to this end, desires to subject the real property described in Exhibit "A", together with such additions as may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

**WHEREAS**, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and ,

**WHEREAS**, Developer has incorporated under the laws of the state of Florida as a nonprofit corporation, KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC for the purpose of exercising the functions aforesaid,

**NOW, THEREFORE**, Developer hereby declares that the properties described in Exhibit "A", and such additions thereto as may be hereafter made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and



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occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions")

## ARTICLE I

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Existing Property** The real property which is and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" attached hereto, and shall be comprised of one single family home, duplex and triplex units

**Section 2. Additional Property** Additional Units of Pine Landing may become subject to this Declaration by recordation of additional declarations containing substantially the same substance as the instant indenture in the sole discretion of the developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members of the Association to the end that all rights resulting to Members of the Killlearn Lakes Homeowners Association, Inc, shall be uniform as between all Units of Pine Landing

## 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) "Assessment" shall mean the sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Area pursuant to these covenants, the By-Laws and the Rules and Regulations adopted by the Association

(B) "Association" shall mean and refer to the Killlearn Lakes Homeowners Association, Inc

(C) "Board" shall mean and refer to the Board of Directors of the Killlearn Lakes Homeowners Association, Inc

(D) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and decks, carports, canopies, enclosed malls, porches, walls, docks and fences



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(E) **"Building Setback Line"** shall mean an imaginary line or lines parallel to any property line specifying the closest point from the rear or front property line that a building structure may be located. Regarding side setback lines, it is understood that one side of a duplex unit will be contiguous to one side of another duplex unit. The other side of the duplex unit may be not less than fifteen (15) feet from the other side of the next duplex unit.

(F) **"By-Laws"** shall mean the by-laws of the Association.

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

(H) **"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.

(I) **"Developer"** shall mean Pine Landings of Tallahassee, Inc., its grantors, successors and assigns.

(J) **"Directors"** shall mean the directors of the Association.

(K) **"Duplex Unit"** shall mean any portion of a dwelling situated upon the Properties designated and intended for use and occupancy as a residence by a single family.

(L) **"Improvements"** shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(M) **"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.

(N) **"Member"** shall mean and refer to all those Owners who are members of the Association, as provided in Article XXXIII, Section 1, hereof.

(O) **"Multi-Family Structure"** shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual site.

(P) **"Multifamily Lot"** shall mean those parcels of land within the Properties which have been designated for multi-family development. Such lot shall be the



area which is designated for one living unit, whether or not such unit is attached to other living units

(Q) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure "Owner" shall be construed to include both a lot owner and a residential living unit owner

(R) **"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

(S) **"Rules and Regulations"** shall mean the rules and regulations adopted by the Association

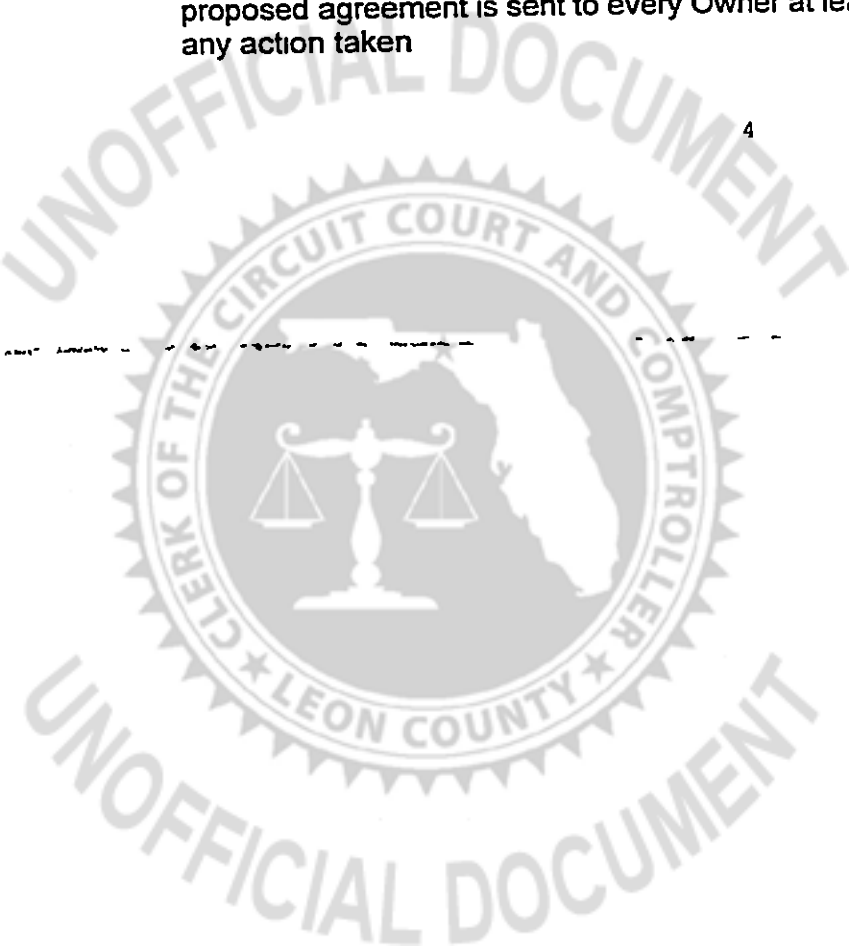
(T) **"Single family Lot"** shall mean those parcels of land within the Properties which have been designated for single family development and are exclusive of the Restrictive Areas

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

### **ARTICLE III**

#### **GENERAL PROVISIONS**

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefits of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken



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**Section 2. Notices** Any notice required to be sent to any Member or Owner, under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing

**Section 3. Enforcement.** 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. The costs incurred by the association including attorney's fees shall be paid by the person(s) violating these covenants. In the event of litigation hereunder to require the Developer to perform any obligation imposed upon him under this declaration, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees

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

**Section 5. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of two-thirds (2/3) of the Lot Owners of all the Properties annexed by these or similar covenants by Developer under paragraph 4, below

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

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

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**ARTICLE IV**  
**DEVELOPER'S RESERVATION TO AMEND**

The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract of deed subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

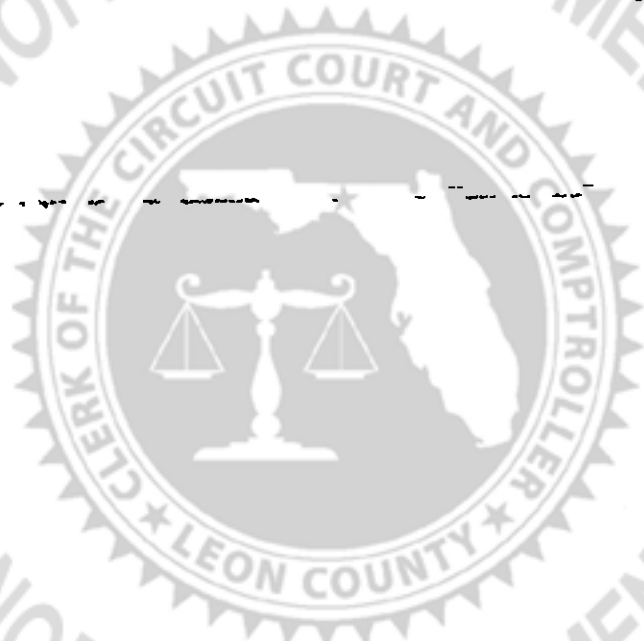
**ARTICLE V**  
**ADDITIONAL COVENANTS AND RESTRICTIONS**

No property owner, without the prior written approval of the Developer, 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, wall, or other structure shall be commenced, erected or maintained upon the Properties or Restricted Areas, nor shall any exterior additions or alterations be made thereto (including changes in color or paints or stains) until the plans and specifications, including landscaping plans, showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to consistency with the building guidelines and harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have absolute and exclusive right to refuse any such building plans and specifications, site grading and landscape plans, which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, connected with community standards or future development plans of the developer of said lands or contiguous lands.

**Section 1. The Committee** The Architectural Control Committee is composed of two (2) members to be appointed by the developer, and a third party



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to be appointed by the Association. A majority of the Committee may designate a representative to act for it. Neither the member of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall have the powers and duties enumerated herein. It may approve, disapprove or approve with modifications, the plans submitted in writing to the Committee.

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

**Section 3. Approval of Content of Plans** No improvement shall be erected, placed, altered, maintained or permitted on any Lot until plans have been submitted to and approved in writing by the Committee. Such plans shall include the following:

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

(B) **Pre/post construction erosion sediment control space plan**

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

(D) **Soil Test** A standard four-hole test.

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

(F) **Architectural Plan** Floor plans, elevation drawings of all exterior walls and roof plan, and section.

(G) **Description of Exterior Finish** A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, and fences. Samples and/or manufacturers identification data shall be



supplied if requested by the committee. All exteriors must be all brick, stucco, James Hardi, vinyl or a combination on these

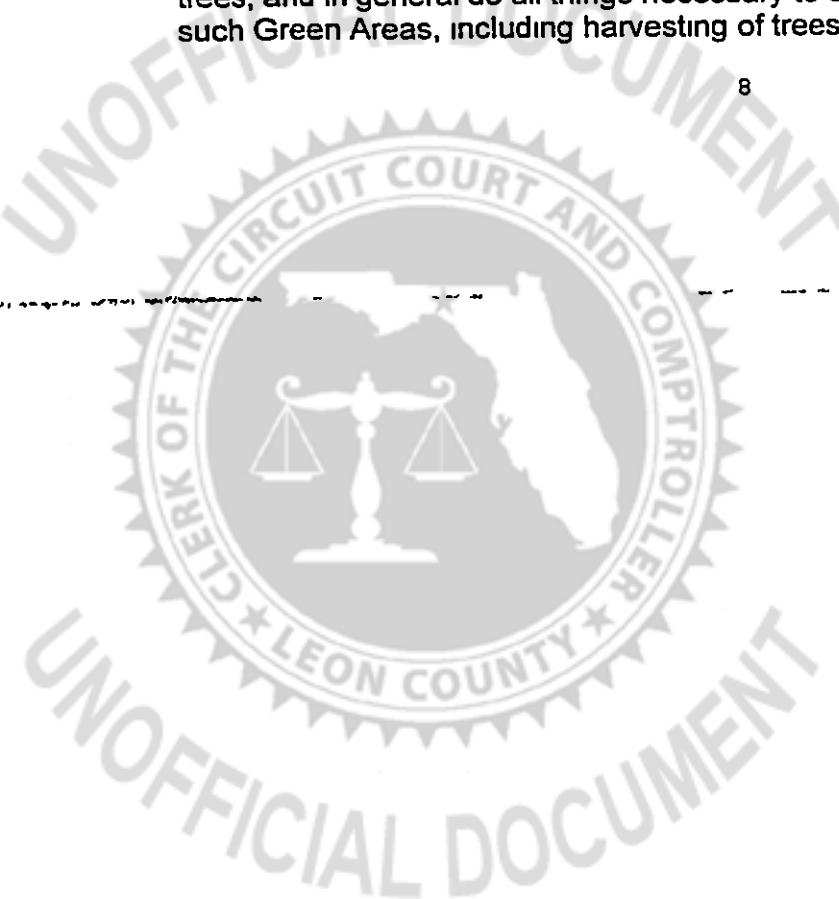
**ARTICLE VII**  
**PRESERVATION OF THE NATURAL**  
**ENVIRONMENT, LAKES AND GREEN AREAS**

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

**Section 2.** Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Developer, his successors or assigns, to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Green Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect buildings and other facilities for all types of recreation, to erect small signs throughout the Green Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Green Areas.

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

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





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**Section 5** The Developer reserves unto itself, its successors and assigns the right to go on, over and under the ground comprising the Common Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water cable television or other public conveniences or utilities in said Common Properties. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks, treatment plans, and/or other facilities within such Common Properties. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

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

**Section 7** No large trees of any kind measuring 6" in diameter, if within 50 feet of the golf course boundary or 12" or more in diameter for other portions of a Lot, at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without express written approval of the Architectural Control Committee, unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

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

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



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

**ARTICLE IX  
DWELLING SIZE**

The ground floor area of the each dwelling unit's main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than one thousand one hundred square feet

**ARTICLE X  
BUILDING LOCATION**

(a) No building shall be located on any site nearer to the front property line, rear property line, or nearer to the side street line than the minimum building setback lines specified on any recorded plat or site plan. In any event, no building shall be located on any site nearer than 15 feet to any side street line, or as otherwise specified by the Architectural Control Committee

(b) No dwelling shall be located nearer than 15 feet from an existing adjacent dwelling. No dwelling shall be located on any site nearer than 25 feet to the rear line, nor nearer than 15 feet to the front line

(c) No driveway shall be located nearer than 5 feet to any interior 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 setback line. No fence shall be located nearer than 2 inches to an interior property line

(e) All fences are to be made of wood or brick only and must have prior approval from the Architectural Control Committee

(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 site

(g) In the event governmental rules and regulations are more restrictive than these covenants, said rules and regulations shall prevail



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**ARTICLE XI**  
**LAND NEAR PARKS AND WATER COURSES**



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No building shall be placed nor shall any material or refuse be placed or stored on any site within 20 feet of the property line of any park or edge of any open water courses

**ARTICLE XII**  
**EXTERIOR STRUCTURE MATERIALS**

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

**ARTICLE XIII**  
**OFF-STREET PARKING**

Each site Owner shall provide adequate space and facilities for parking at least one (1) automobile off the street and within the boundaries of the site "Adequate space" shall be defined as having minimum dimensions of eight (8) feet in width and twenty (20) feet in depth Boats, trailers, campers or other vehicles shall be parked or stored within the garage and/or other areas approved by the Homeowners Association or the Developer

**ARTICLE XIV**  
**DRIVEWAY AND WALKWAY CONSTRUCTION**

All driveways shall be constructed of decorative concrete, or other substances, if approved by the Committee, and have a minimum width of eight (8) feet Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee Except in areas zoned for multi-family use, all walkways and sidewalks shall be constructed of concrete, stone, or brick, and have a minimum width of 30 inches, unless an alternate is approved by the Architectural Control Committee All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for the Pine Landings development

**ARTICLE XV**  
**UTILITY CONNECTIONS, 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

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proper connecting points to the dwelling structure in such a 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 XVI**  
**WATER SUPPLY**

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

**ARTICLE XVII**  
**SEWAGE DISPOSAL**

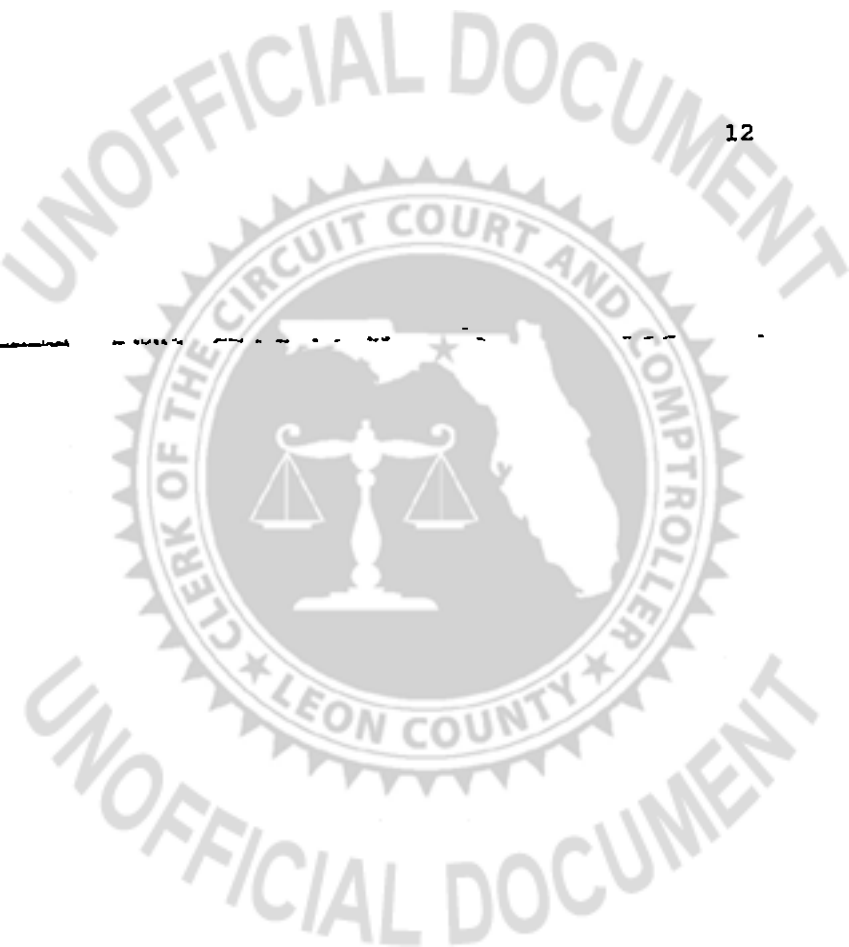
No individual sewage disposal system shall be permitted on any site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida's Department of Pollution Control Approval of such system, as installed, shall be obtained from such department or departments

**ARTICLE XVIII**  
**GARBAGE AND REFUSE DISPOSAL**

No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible from the street and installed in such a manner to be acceptable to the Architectural Control Committee All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition

**ARTICLE XIX**  
**WINDOW AIR CONDITIONING UNITS**

No window air conditioning units shall be installed in the front or any side of a building, and all exterior heating and/or air conditioning compressors or other machinery visible from the street which runs in front of or to the side of the property shall be screened by a brick wall or other architectural or vegetative wall approved in writing by the Architectural Control Committee



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**ARTICLE XX**  
**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 it been approved by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence of each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purposes with wall receptacles attached to the residence.

**ARTICLE XXI**  
**SIGNS**

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved by the Architectural Control Committee. No sign of any kind other than authorized traffic control signs shall be placed on the right-of-ways or Common areas without Homeowner's Association approval.

**ARTICLE XXII**  
**PROTECTIVE SCREENING**

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

**ARTICLE XXIII**  
**SIGHT DISTANCE AT INTERSECTIONS**

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

pavement Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines

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**ARTICLE XXIV  
EASEMENTS**



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

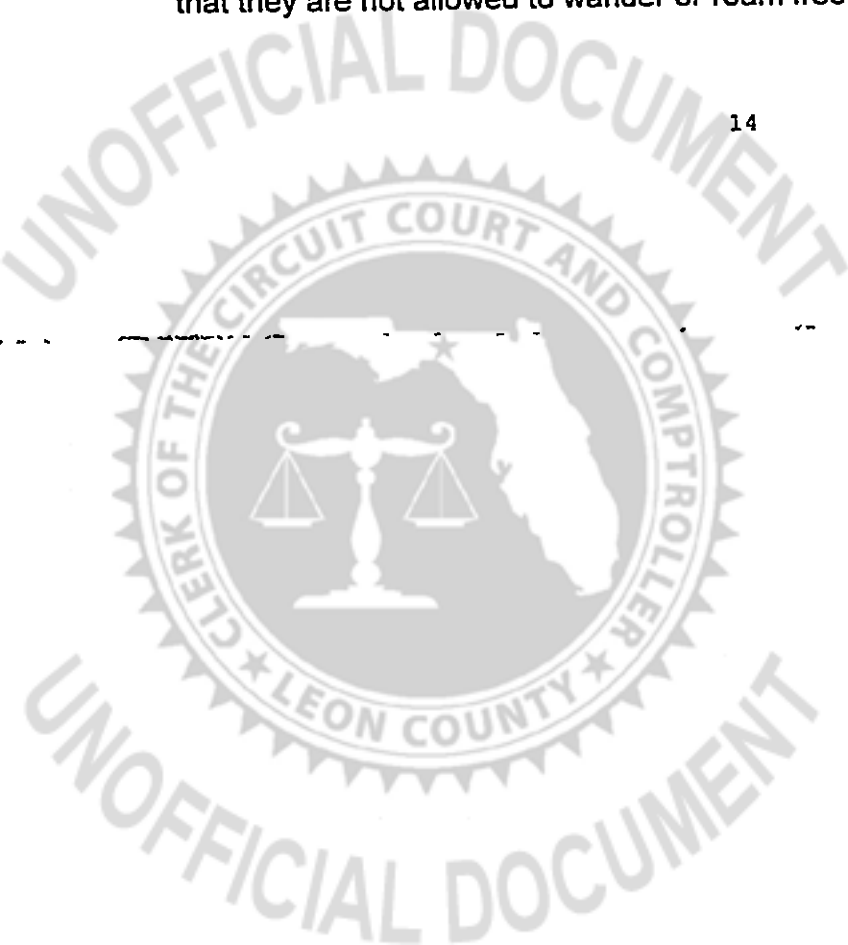
The Developer reserves unto itself, its successors an assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or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

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

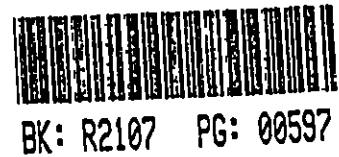
provided, further, that the Developer and/or Leon County, Florida may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements These easements and rights expressly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

**ARTICLE XXV  
LIVESTOCK AND POULTRY**

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



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**ARTICLE XXVI**  
**LANDSCAPING, IMPROVEMENTS AND FENCES**

**Section 1 Landscaping.** The dumping, filling, excavation, planting of spreading-type vines or other foliage, fencing or the cutting of trees having a diameter of six (6) inches or more which would change the configuration of the shoreline or disturb the appearance and natural beauty of the shore within fifty (50) feet of the water's edge is prohibited, without advance written approval of the Architectural Control Committee

**Section 2. Permission to Improve** Permission is given to Pine Landings of Tallahassee, Inc , its successors and assigns, to enter upon all lakes or other bodies of water and install or otherwise construct any, pumping or drainage facility, and well and to improve all lakes. Permission to undertake such construction is granted by each purchaser of property bordering any lake

**Section 3 Best Management Practices for Lake Iamonia** The Developer, Association and Owners of any Lot shall comply with the Land Development Code of Leon County ( 10-191 (d) in their use and preservation of Lake Iamonia The requirements of said section as set forth below are hereby incorporated into these covenants

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

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

(3) Preservation or revegetation of natural wetlands, floodways and watercourses

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

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

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



**Section 4 Fences.** Before construction or erection of any and all fences, the materials and appearance must be approved in writing by the Committee

**ARTICLE XXVII  
OIL AND MINERAL OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any 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 XXVIII  
NUISANCES**

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

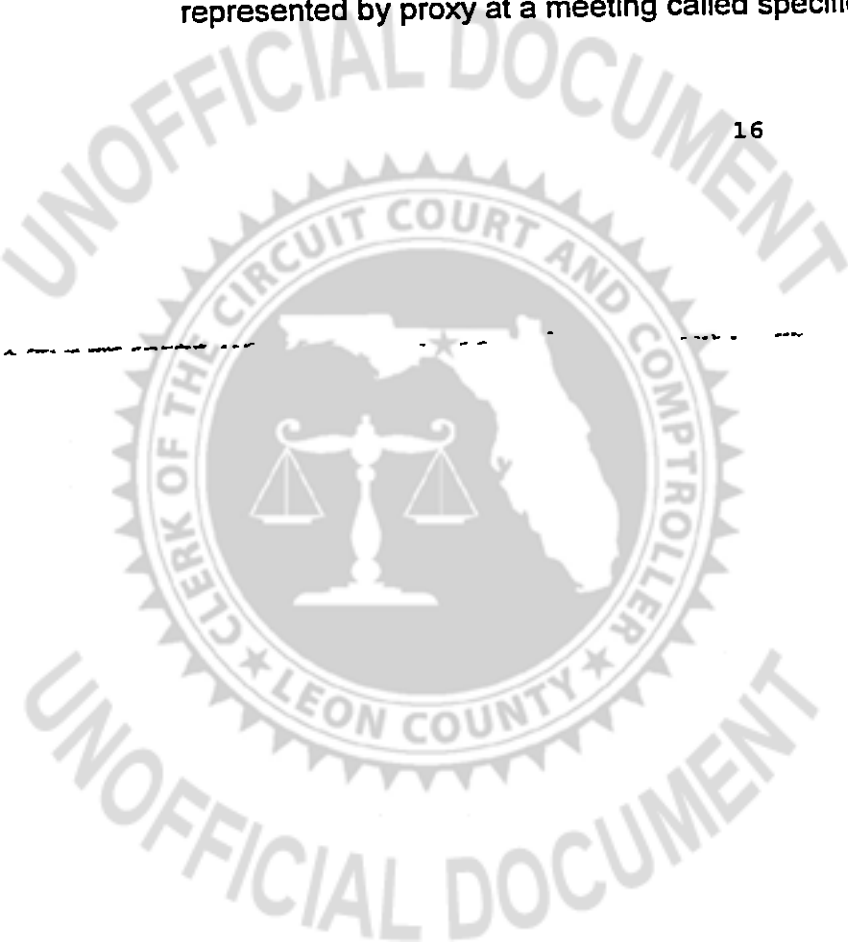
**ARTICLE XXIX  
PROPERTY RIGHTS AND OBLIGATIONS**

**1 Owner's Easements of Enjoyment** Every owner shall have a right and easement in and to the Restricted Areas and roadways which shall pass with the title of every Lot, subject to the following provisions

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Restricted Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations,

(c) The right of the Association to dedicate or transfer all or any part of the Restricted Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such transfer is approved by two-thirds (2/3) vote of at least 2/3 of the property owners, whose lots abut the Restricted Area attempting to be dedicated, which members may be present, or represented by proxy at a meeting called specifically for that purpose.





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(d) The right to delegate, in accordance with policy adopted from time to time by the Directors, the right of enjoyment of the Restricted Areas, and facilitates to family members, guests, tenants and contract purchasers

2 **Use of Recreational Facilities** In the event recreational facilities are constructed upon the Restricted Area, the Directors may adopt rules and regulations governing the use and control of such facilities

3 **Reservation of Easement** The Developer hereby reserves and hereby grants unto its successors and assigns, an easement for ingress and egress and for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television system and similar facilities over, along, across and under all restricted areas, as well as the rear ten (10) feet of all golf course lots. Such easement shall also include the right to use all roadways on the Properties

4 **Subdivision Prohibited** No Lot may be divided or subdivided, or its boundary line changed, except with written permission by the Developer

5 **Exterior Maintenance of Homes** Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property as originally developed. Specifically, the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual Lot Owner, provided, however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways and landscaping

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

**ARTICLE XXX**  
**HOMEOWNERS ASSOCIATION**

1 **Creation.** There shall be created a non-profit Florida corporation to be known as the Killearn Lakes Homeowner's Association



2 **Membership.** Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any site

3 **Classification of Membership in Association.**

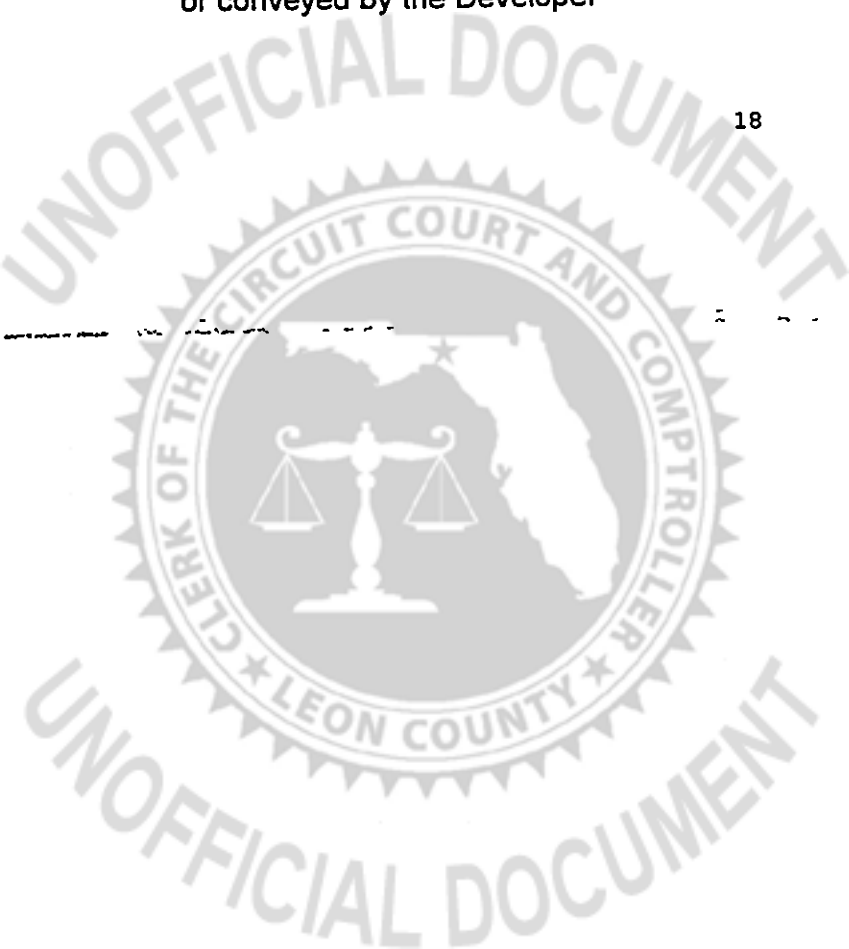
**Subsection 1. Membership** Every person or entity who is a record owner of a fee or undivided fee, interest in any site which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any 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.

**Subsection 2 Voting Rights** The Association shall have two classes of voting membership

**Class A** Class A Members shall be all those owners as defined in Subsection 1 with exception of the Developer. Class A members shall be entitled to one vote for each duplex unit, one (1) vote for each residential living unit in which they hold the interests required for membership by Section 1 on all issues other than the amendment of covenants and voting for directors of the association. On said issues, every owner shall have one vote. When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site

**Class B.** Class B Members shall be the Developers. The Class B members shall be entitled to four votes for each site in which it holds the interest required for membership in Subsection 1 on all issues other than the election of the directors of the association and the amendment of the covenants, provided that the Class B membership shall cease and become converted to Class A membership at such time when the total 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

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



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(4.) **Powers and Duties of Association** The Association, in addition to the powers and duties set forth elsewhere in these covenants, the By-Laws and Rules and Regulations established by the Association, shall have the following powers, duties and responsibilities

(a) It shall own in fee simple, maintain and otherwise manage all Restricted Areas and all facilities, improvements and landscaping thereon, including the entrance gates

(b) It may grant easements, where necessary, across Restricted Areas for the location of utilities, accessways and roadways

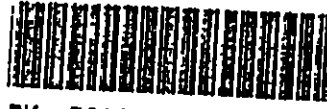
(c) It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located in Restricted Areas

(d) It shall have the authority to employ a manager or other oppressor and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities

5 **Reservation by Developer** The Developer shall deed the private streets or roads, drainage facilities, and other required common area improvements to the Association or other responsible corporate entity before more than 70 percent of the subdivision sites have been sold or conveyed by the Developer. The Developer has specifically reserved the right to use all restricted areas for drainage, utility, cable television and other similar type easements. It may assign such rights to other entities

**ARTICLE XXXI**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

1. **Creation of the Lien and Personal Obligation of Assessments** The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees for enforcing same, shall also be the personal obligation of the person who was the



Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title, unless the Treasurer of the Association has released such lot in writing

**2 Purpose of Assessments** The assessments levied by the Association shall be used exclusively for the purpose of promoting health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Restricted Areas, including but not limited to, the payment for the maintenance, repair and replacement of roadways, walkways, parking areas, recreational facilities, landscaping the Restricted Areas, street lights, maintenance of entranceways, and such other uses as may be determined by the Association

**3 Maximum Annual Assessment** Until January 1, 1998 the maximum annual assessment shall be \$60 00 for duplex unit lot.

(a) From and after January 1, 1998, the Board may increase the maximum annual assessment each year by not more than 5% above the maximum assessment for the previous year, without a vote of the membership

(b) From and after January 1, 1998, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose

(c) The Board of Directors of Killearn Lakes Homeowner's Association, Inc , may fix the annual assessment at an amount not in excess of the maximum

**4 Special Assessment for Capital Improvements** In addition to the annual assessments described above, 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, reconstruction, repair or replacement of a capital improvement upon the Restricted Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose

**5 Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of a majority of the Owners (or written proxies therefrom) shall constitute a quorum

**6 Uniform Rate of Assessment** Both annual and special assessments must be fixed at a uniform rate for all single-family Lots and one-half of such amount for all multi-family Lots. All assessment may be paid on an annual basis



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**7 Date of Commencement of Annual Assessments: Due Dates** The effective date of the commencement of Annual Assessments shall be the first day of the month following completion of improvements of roads and utilities serving the unit in which the Lot is located for single family homes and the first day of the month following the date of insurance of a Certificate of Occupancy for multi-family Lots. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written notice of the annual assessment shall be sent to every Lot Owner. The due dates shall be established by the Board of Directors. The due dates for Special Assessment shall be fixed in the resolution authorizing such assessments.

**8 Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Restricted Area or abandonment of a Lot.

**9 Subordination of the Lien to Mortgages** The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE XXXII  
GENERAL PROVISIONS**

**1 Enforcement** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The costs incurred by the Association shall be paid by the person(s) violating these covenants. Failure by the Association or by an Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**2 Severability** The invalidity in whole or part of any one of these covenants or restrictions shall not affect the validity of any other provisions, which shall remain in full force and effect.

**3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration



is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of three-fourths (3/4) of the Lot Owners of all the Properties annexed by these or similar covenants by Developer under paragraph 4, below

This Declaration may be amended at any time with the consent and approval of not less than three-fourths (3/4) of all such Lot Owners Any such amendments shall be recorded in the public records of Leon County, Florida Notice of any proposed amendment shall be given in writing to each Lot Owner, by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment

The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenants and Restrictions , or instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained here, provided, however, that said variances shall not materially injure any of the property or improvements of adjacent property No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments No amendment to these covenants shall be effective which alters the requirements herein imposed by Section 10-1560(a)(1)-(a)(13) of the Leon County Code without the written consent and joinder of the county which consent and joinder may be given by the county attorney provided the minimum requirements of said Section are complied with

4. **Annexation.** Developer owns additional real property adjacent and contiguous to the Properties The Developer may annex so much of said additional property from time to time, in the sole discretion of Developer, to Declaration of Covenants and Restrictions of similar nature by recording such in the Public Records of Leon County, Florida Upon such recordation, the annexed Properties shall become part of those Properties to the end that all rights of members shall be uniform as between all Units Except as aforesaid, any other annexation of additional property shall be approved by two-third (2/3) vote of the members



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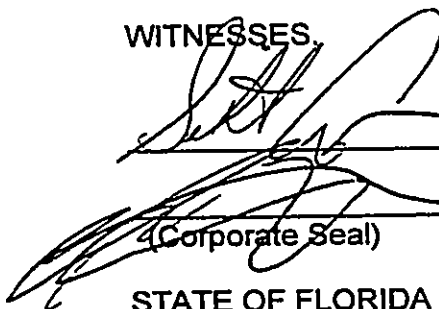
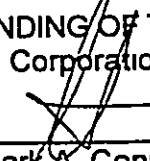


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IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused this Declaration to be executed the day and year first above written

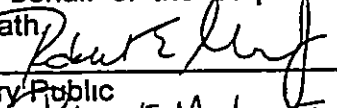
WITNESSES,

PINE LANDING OF TALLAHASSEE, INC  
a Florida Corporation

  
Sedita Cayson By   
Wade Hobson Mark A Conner  
President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 30<sup>th</sup> day of June, 1997, by Mark A Conner as President of Pine Landings of Tallahassee, Inc, a Florida corporation, on behalf of the corporation He is personally known to me and did not take an oath.

  
Notary Public  
Robert E Maloney, Jr.

Printed Name Robert E. Maloney Jr.  
Prepared by 7118 Beech Ridge Tr  
Tallahassee, FL 32312

