

This instrument prepared by:  
Daniel E. Manausa  
Manausa, Shaw & Minacci, P.A.  
1701 Hermitage Blvd., Suite 100  
Tallahassee, Florida 32308

**SECOND AMENDMENT TO AGREEMENT IMPOSING  
RESTRICTIVE COVENANTS**

THIS SECOND AMENDMENT TO AGREEMENT IMPOSING RESTRICTIVE COVENANTS (“Second Amendment”) is made on this 22nd day of March, 2022, and amends the Agreement Imposing Restrictive Covenants, dated March 31, 2017, and recorded in Official Records Book 5045, Page 107, of the Public Records of Leon County, Florida, as amended by the Amendment to Agreement Imposing Restrictive Covenants, dated December 31, 2019, and recorded in Official Records Book 5413, Page 1940, of the Public Records of Leon County, Florida (both instruments shall be collectively referred to herein as the “Agreement”). This Second Amendment is being made by and between KILLEARN HOMES ASSOCIATION, INC., a Florida not-for-profit corporation (the “KHA”), having a mailing address of 2705 Killarney Way, Tallahassee, Florida 32309, KILLEARN GOLF PROPERTIES, LLC, a Florida limited liability company (the “KGP”) having a mailing address of 2514 Millstone Plantation Road, Tallahassee, Florida 32312, and 100 TYRON CIR, LLC, a Florida limited liability company (“TYRON”), having a mailing address of 1701 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308 (collectively, the “Parties”).

RECITALS

WHEREAS, KGP is the owner, in fee simple, of the real property described more particularly in the Exhibit A affixed to the Agreement (the “Property”);

WHEREAS, The Property is burdened by the Agreement and ownership and activities thereon are governed by the Agreement;

WHEREAS, KGP is conveying the Property to TYRON;

WHEREAS, the Parties wish to amend the Agreement for a second time such that the terms and conditions stated herein supersede and replace Sections 3(b)(xxxii), 3(d)(iii) and 3(d)(iv) of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Except as expressly stated otherwise, all capitalized terms used in this Second Amendment shall have the same meanings as ascribed to such terms in the Agreement. Except as expressly modified hereby, the Agreement shall remain in full force and effect and shall be binding on the parties. Moreover, the Agreement, as herein amended, shall run with the land and shall be binding upon TYRON, and TYRON's successor, assigns grantees, and transferees.
3. Sections 3(b)(xxxii), 3(d)(iii), and 3(d)(iv) of the Agreement are hereby superseded and replaced by the following terms and conditions:
  - (a) Contemporaneously with, and as a condition to, receiving title to the Property, TYRON has established a restricted trust account with Manausa, Shaw & Minacci, P.A., into which TYRON has deposited Eight Million Dollars (\$8,000,000.00) ("Escrow Account");
  - (b) TYRON hereby agrees that no funds may be transferred, withdrawn, or disbursed from the Escrow Account unless said funds will be used or expended to benefit, improve, and/or create the amenities of the TYRON's golf course, tennis courts, swimming pool, country club buildings, landscaping, parking, and/or other improvements;

(c) TYRON must engage a properly credentialed general contractor, architect, and golf course consultant to advise TYRON on the best manner of utilizing the Escrow Account to restore and rehabilitate the Property;

(d) TYRON must commence the above noted improvements no more than eighteen (18) months from the date of this Second Amendment;

(e) TYRON shall give status reports and full accountings to KHA on no fewer than a quarterly basis delineating the improvements made and dollars spent from the Escrow Account;

(f) No residential development may occur within the Property until at least the Eight Million Dollars (\$8,000,000.00) in the Escrow Account has been expended pursuant to this Second Amendment; and

(g) TYRON shall give final construction and architectural plans to KHA once same have been completed. In the event TYRON deviates from the plans in a material fashion, KHA shall have the power and authority (with said powers articulated in the Agreement) to bring legal action to enforce conformity with said plans.

4. Upon TYRON receiving title to the Property, KGP is released of any obligation or liability under the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[Signatures on the following pages]

Witnesses:

Kate Winegardner

Witness Signature

Kate Winegardner

Witness Printed Name

[Signature]

Witness Signature

Christina Morales

Witness Printed Name

**KILLEARN HOMES ASSOCIATION, INC.**, a Florida not-for-profit corporation

[Signature]

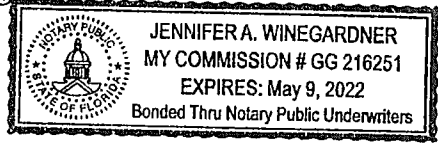
By: Steven R. Girens

Its: President

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence, this 3rd day of January, 2022, by Kate Winegardner Steven R. Girens President of Killearn Homes Association, Inc. who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



Witnesses:

[Signature]  
Witness Signature

Daniel E. MANAUSA  
Witness Printed Name

[Signature]  
Witness Signature

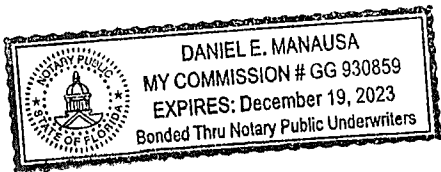
RON TOLLIVER  
Witness Printed Name

**KILLEARN GOLF PROPERTIES,  
LLC**, a Florida limited liability company

[Signature]  
By: James A. Graganella  
Its: Manager

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence, this 22nd day of March, 2022, by James A. Graganella, as Manager of KILLEARN GOLF PROPERTIES, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public

Witnesses:

[Signature]  
Witness Signature

Jennifer Winegardner  
Witness Printed Name

[Signature]  
Witness Signature

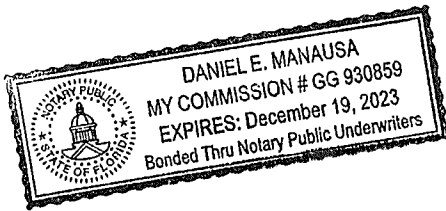
Daniel E Manusk  
Witness Printed Name

**100 TYRON CIR, LLC,**  
a Florida limited liability company

[Signature]  
By: David Cummings  
Its: Manager

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence, this 22nd day of March, 2022, by David Cummings, as Manager of 100 TYRON CIR, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public