

AMENDMENT TO AGREEMENT IMPOSING RESTRICTIVE COVENANTS

THIS AMENDMENT TO THE AGREEMENT IMPOSING RESTRICTIVE COVENANTS ("Amendment") is made on this 31<sup>st</sup> day of Dec, 2019 and amends the original Agreement Imposing Restrictive Covenants ("Agreement") dated March 31, 2017 and recording in the Public Records for Leon County, Florida at Book 5045, Page 107.. This 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, PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP, a foreign limited partnership authorized to transact business in the State of Florida ("Palmetto") having a mailing address of ~~117 Nancy Street, Greenville, South Carolina 29607~~ <sup>503 Pleasantburg Dr. #201</sup>, and KILLEARN GOLF PROPERTIES, LLC, a Florida limited liability company ("KGP"), having a mailing address of 2750 Chancellorsville Drive, Tallahassee, Florida 32312 (collectively the "Parties").

RECITALS

A. WHEREAS Palmetto is the owner, in fee simple, of the real property described more particularly in Exhibit A attached to the Agreement (the "Property"). See Exhibit A attached to original Agreement.

B. WHEREAS Palmetto now wishes to convey and/or transfer all of the Property to KGP. At some time in the future, KGP wishes to convey/transfer or sell the Residential Development Area (including the SFH Development Area) as defined in the Agreement for residential development.

C. WHEREAS KGP stands to be the successor in place of Palmetto to the Agreement at the time that the Property is conveyed/transferred from Palmetto to KGP.

D. WHEREAS the parties agree to amend the Agreement to (1) make it consistent with zoning and future land use changes as approved by the City of Tallahassee Commission and (2) abate sections 3(b)(xxxii)(1)-(3), which requires \$4,000,000.00 be placed in an escrow account or similar financial vehicle at the time of transfer from Palmetto.

E. WHEREAS the agreement detailing the potential transfer between Palmetto and KGP will not include any monetary compensation being paid by KGP to Palmetto, but rather will mandate that Palmetto retain a portion of the debt accrued during their ownership of the Property.

F. WHEREAS the parties desire this amendment to make this agreement so that it is consistent with land use restrictions and will enable the Property conveyance or transfer to KGP without a funded \$4,000,000 escrow account.

**NOW, THEREFORE**, in consideration of the hereinabove set forth premises and in accordance with the Parties' agreement, the Parties hereto agree to amend the Agreement as follows:

1. Site C, and Site D identified on Exhibits B-2 and C2 of the Agreement are hereby removed from the "Residential Development Area" and "SFH Development Area" (as defined in the Agreement) and hereby added to the "Conservation Area" (as defined in the Agreement). Site C and Site D shall be and are hereby subjected to the covenants and restrictions set forth in the Agreement particular to the "Conservation Area" more fully and particularly set forth on pages 8-9, paragraph 3.c. of the Agreement

and shall be deemed to be included in the property depicted on Exhibit F to the Agreement. Exhibits B-2 and C-2 to the Agreement are hereby amended to reflect Sites C and D are now within the Conservation Area. Amended Exhibits B-2 and C-2 and F are attached hereto and incorporated herein and shall replace and superseded Exhibits B-2, C-2 and F to the Agreement.

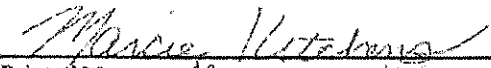
2. Palmetto hereby grants to KHA and its members and guests a perpetual fifteen (15)-foot wide pedestrian and motorized golf cart ingress and egress easement over, across, and through those portions of Sites A and B as depicted on Amended Exhibit B-2 and Amended Exhibit C-2, which are attached hereto and incorporated herein. Said easement hereby grants members of KHA and their guests, consistent with the terms set forth in Section 3 c. (ii) of the Agreement, the right to traverse to and from those areas of the Conservation Area that are contiguous to Site A or Site B. Said easement will include Paths (as that term is defined in the Agreement). This easement includes the right of KHA to install signage and markers in connection with the granted use of such easement to assist KHA members and their guests as to the boundaries of said easement, including any Path located or to be located thereon, if KHA so chooses. Maintenance of said easement shall be in accordance with that of Section 3. c. (iv) of the Agreement. Persons using the easement (including any Path located thereon) or any part of the Conservation Area as defined in the Agreement, will do so at their own risk. This easement shall be effective for the period and duration of this Agreement entered into by the below parties on March 31, 2017, and recorded in the Public Records for Leon County at Official Record Book 5045, Page 107.

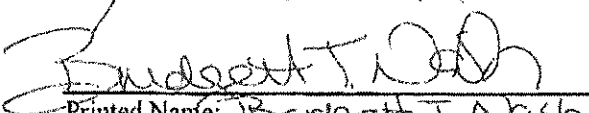
3. Upon execution of all sales documents and final closing of the transfer of the Property between Palmetto and KGP, and since there will be no monetary proceeds paid from KGP to Palmetto, Sections 3(b)(xxxii)(1)-(3) will be abated for only the transfer of the Property from Palmetto to KGP.

4. Subsequent to the above-referenced transfer, KGP shall use any and all net proceeds after ordinary and customary closing costs from the sale, conveyance, lease or transfer of the property designated as the "Residential Development Area" in the Agreement (as amended herein) for improvement, maintenance and operation of the Country Club, golf course, related amenities and customary business activities of KGP. At the end of each calendar year for five (5) years after closing, KGP will issue a compliance letter to KHA certifying compliance with the Settlement Agreement as amended

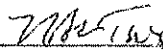
5. This amendment shall be executed at closing of the transfer identified herein and is effective only for this transaction. Should said transfer not be consummated, this document is null and void.

Witnesses:

  
Printed Name: Marcie Kitchens

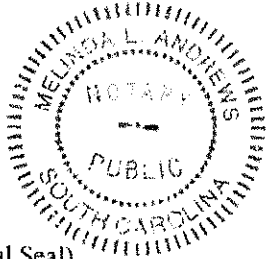
  
Printed Name: Bridgett T. Nash

**PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP**, a foreign limited partnership authorized to transact business in the State of Florida

By:   
Name: N. Blanton Tuck, Jr.  
Title: General Partner

STATE OF ~~FLORIDA~~ South Carolina  
COUNTY OF Pickens

The foregoing instrument was acknowledged before me, the undersigned authority duly authorized to take acknowledgements, by N. Barton Tuck in his/her capacity as General Partner of PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP, a foreign limited partnership authorized to transact business in the State of Florida, on behalf of such entity. Such person: [] is personally known to me; [] produced a valid form of id; or [] produced \_\_\_\_\_ as identification.



(Notarial Seal)

Melinda L. Andrews  
Signature of Notary Public

Melinda L. Andrews  
Printed Names of Notary Public

**My Commission Expires  
September 29, 2024**

Witnesses:

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

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, the undersigned authority duly authorized to take acknowledgements, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of **KILLEARN HOMES ASSOCIATION, INC.,** a Florida not-for-profit corporation, on behalf of such entity. Such person: [] is personally known to me; [] produced a valid form of i.d.; or [] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Names of Notary Public

(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, the undersigned authority duly authorized to take acknowledgements, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of **PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP**, a foreign limited partnership authorized to transact business in the State of Florida, on behalf of such entity. Such person: [ ] is personally known to me; [ ] produced a valid form of id; or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Names of Notary Public

(Notarial Seal)

Witnesses:

*Gloria M. Arias*  
Printed Name: Gloria M. Arias

*Dennis Alexander*  
Printed Name: Dennis Alexander

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

By: *David S. Ferguson*  
Name: DAVID S. FERGUSON  
Title: CHAIRMAN PRESIDENT

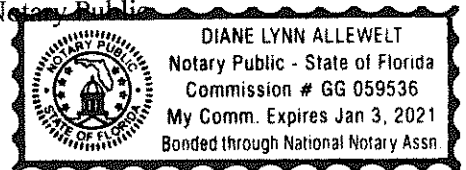
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me, the undersigned authority duly authorized to take acknowledgements, by DAVID FERGUSON in his/her capacity as Board of Director President of **KILLEARN HOMES ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of such entity. Such person: [] is personally known to me; [ ] produced a valid form of i.d.; or [ ] produced \_\_\_\_\_ as identification.

*Diane L. Allewelt*  
Signature of Notary Public

Diane L. Allewelt  
Printed Names of Notary Public

(Notarial Seal)



Witnesses:

William B. Carter, Jr.  
Printed Name: William B. Carter, Jr.

Nick Grayanella  
Printed Name: Nick Grayanella

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

By: James A. Grayanella  
Name: JAMES A. GRAYANELLA  
Title: Authorized Member

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me, the undersigned authority duly authorized to take acknowledgements, by James A. Grayanella in his/her capacity as Authorized Member of **KILLEARN GOLF PROPERTIES, LLC**, a Florida limited liability company, on behalf of such entity. Such person: [] is personally known to me; [] produced a valid form of i.d.; or [] produced \_\_\_\_\_ as identification.

Stephanie A. Marshall  
Signature of Notary Public

Stephanie A. Marshall  
Printed Names of Notary Public

(Notarial Seal)



**CONSERVATION AT KILLEARN RESIDENTIAL SUBDIVISION - PRELIMINARY PLAN**

OWNER: BROWN GROUP COMPANY  
 2000 WOODWAY BOULEVARD  
 PALM BEACH, FL 33411

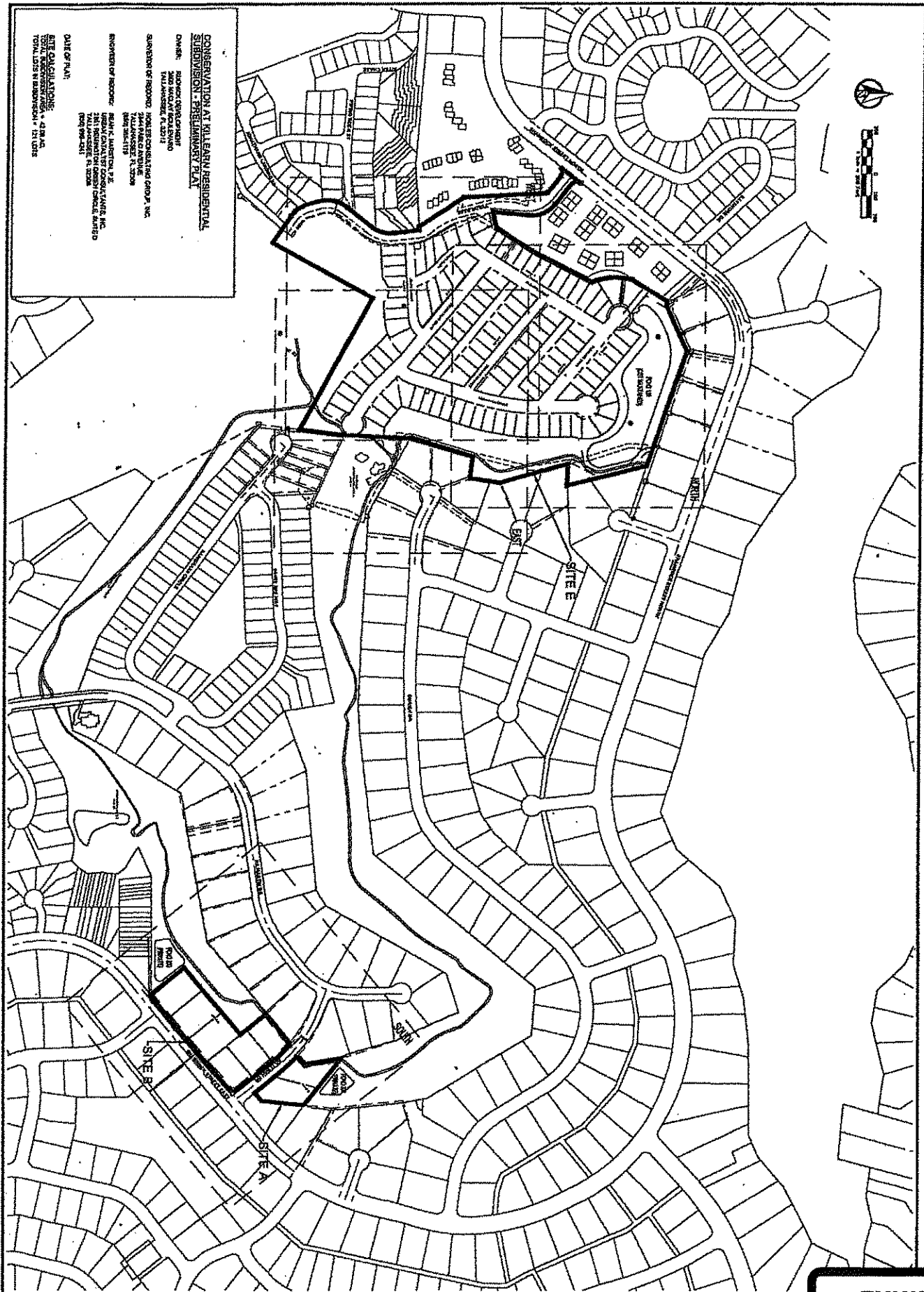
SUBDIVISION OF RECORD: HONOLULU CONSULTING GROUP, INC.  
 2001 PALM BEACH AVENUE  
 PALM BEACH, FL 33480  
 (561) 835-1119

ENGINEER OF RECORD: BRADLEY C. JACOBSON, P.E.  
 URS CONSULTANTS CONSULTANTS, INC.  
 7201 INTERNATIONAL DRAGON CENTER & PARKWAY  
 PALM BEACH, FL 33410  
 (561) 999-4241

DATE OF PLAN: 11/17/2016

SITE CONVEYANCE: 41.78 AC

TOTAL LOTS IN SUBDIVISION: 121 LOTS



DATE: 11/17/2016  
 SCALE: 1"=100'  
 SHEET: C-105  
 PROJECT No. 171010

**CONSERVATION AT KILLEARN RESIDENTIAL SUBDIVISION**

OVERALL MAP

LEON COUNTY FLORIDA

DATE	BY	REVISIONS

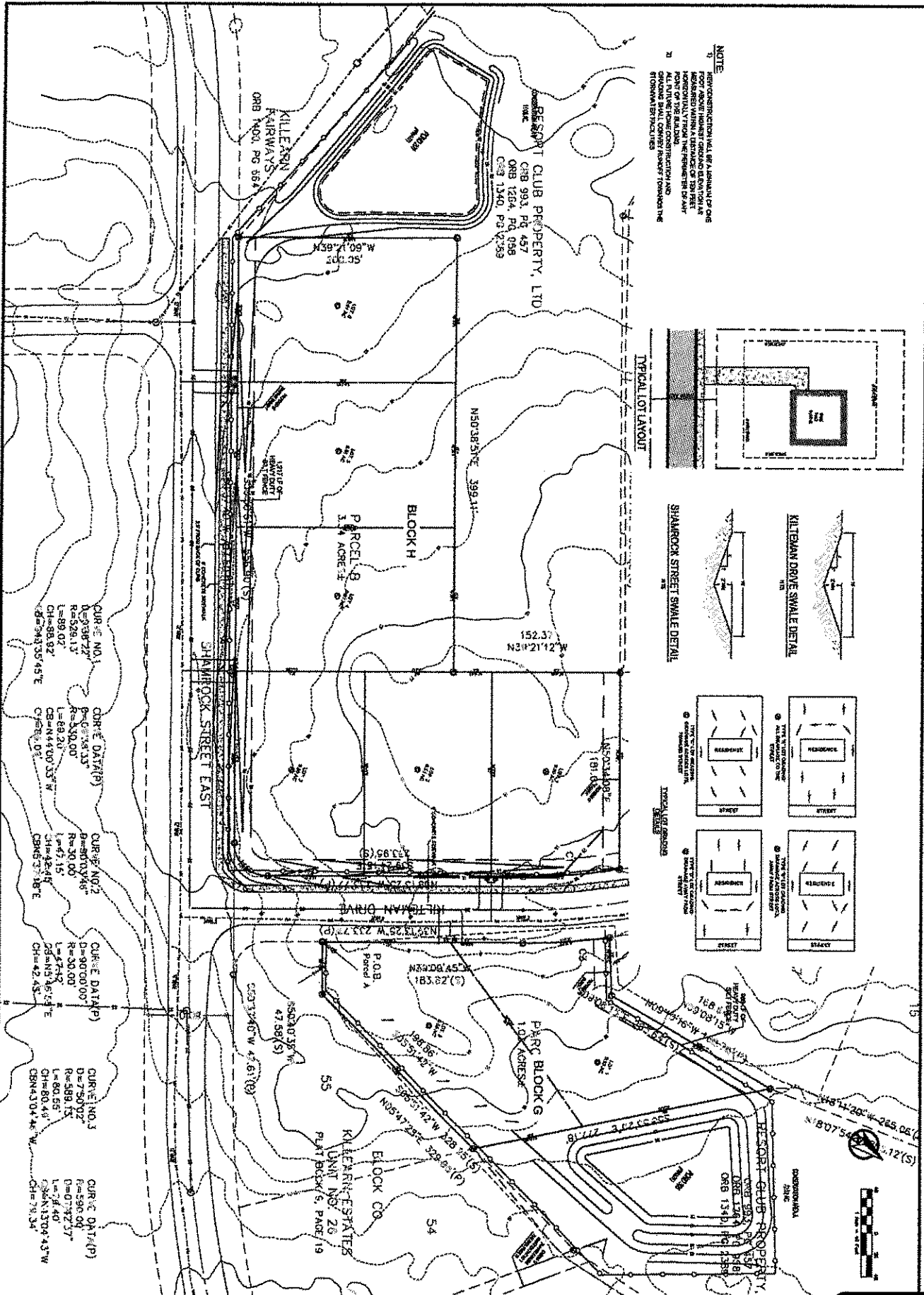


URSBH C  
 2801 RED  
 TALLAH  
 PHONE: 904.833.1111  
 WWW.URS  
 FL, CA, CO

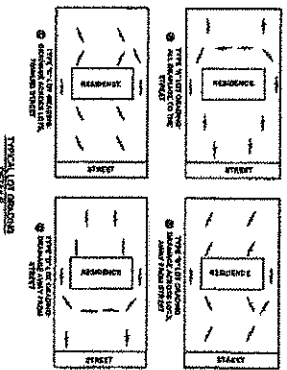
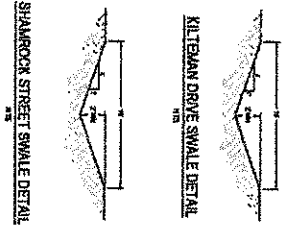
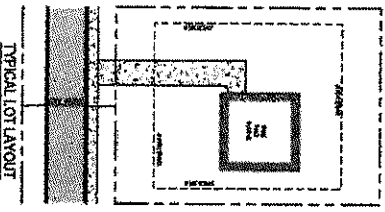
**EXHIBIT**

Amended Exhibits B-2, C-2, and F

exhibitsticker.com



**NOTE**  
 1) RECONSTRUCTION SHALL BE A MINIMUM OF ONE FOOT ABOVE FINISH GRADE AND ELEVATION AS SHOWN ON THE PLAN.  
 2) ALL FINISH GRADE CONSTRUCTION AND ELEVATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF PALM BEACH ORDINANCE 15-100 (AS AMENDED).



- CURVE NO. 1  
 D=9340.72'  
 R=529.13'  
 L=89.02'  
 CH=88.92'
- CURVE DATA (P)  
 D=9340.72'  
 R=529.13'  
 L=89.02'  
 CH=88.92'
- CURVE NO. 2  
 D=9340.72'  
 R=529.13'  
 L=89.02'  
 CH=88.92'
- CURVE DATA (P)  
 D=9340.72'  
 R=529.13'  
 L=89.02'  
 CH=88.92'
- CURVE NO. 3  
 D=750.02'  
 R=389.13'  
 L=60.55'  
 CH=80.44'
- CURVE DATA (P)  
 D=750.02'  
 R=389.13'  
 L=60.55'  
 CH=80.44'

DATE	11/14/2018
DRAWN BY	M.E.C.
CHECKED BY	S.K.
SCALE	1"=40'
SHEET	C-107.1
PROJECT NO.	18010000

**CONSERVATION AT KILLEARN RESIDENTIAL SUBDIVISION**

**SITE A + B LAYOUT PLAN**

LEON COUNTY FLORIDA

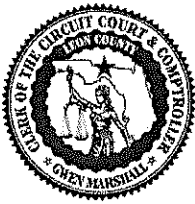
DATE	BY	REVISIONS

**U<sub>2</sub>** URBAN CATALYTIC

3801 FREDERICK  
 TALLAHASSEE  
 PHONE: (904) 833-1111  
 WWW.URBANCATALYTIC.COM  
 FL, CA, OR, CO, AZ

**EXHIBIT**

**Exhibit H**



Leon County Clerk Comptroller  
 301 South Monroe Street, Ste. 100  
 Tallahassee, FL 32301



Transaction #: 1362654  
 Receipt #: 2126639  
 Cashier Date: 02/18/2020 02:46:55 PM  
 Cashier Branch: Main

Print Date:  
 02/18/2020 02:46:59 PM

CUSTOMER INFORMATION	TRANSACTION INFORMATION		PAYMENT SUMMARY	
WINEGARDNER LAW	Date Received:	02/18/2020	Total Fees:	\$61.00
	Source Code:	Counter	Total Payments:	\$61.00
	Return Code:	Pick Up	Balance Due:	\$0.00
	Trans Type:	Recording		

1 Payments	
Check #1367	\$61.00

1 Recorded Items	
<b>AGREEMENT</b>	BK/PG: 5413/1940 CFN: 20200009750 Date: 02/18/2020 02:46:55 PM
From: To:	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	7 \$61.00