

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT, IN
AND FOR LEON COUNTY, FLORIDA**

JOSEPH B. BLANDFORD; JAMES
GARVIN; JAMES M. JOHNSON;
WILLIAM A. MESSER; BARRY
MOLINE; JORGE PIEKAREWICZ;
and J. D. RAYBURN, II, individually
and on behalf of all others similarly
situated,

CLASS REPRESENTATION

CASE NO: _____

Plaintiffs,

vs.

PALMETTO CLUB PROPERTIES
LIMITED PARTNERSHIP, a foreign
Limited Partnership formerly known
as RESORT CLUB PROPERTIES, A
LIMITED PARTNERSHIP; LYNX
NPL, LLC, a foreign Limited Liability
Company, and TEXTRON
FINANCIAL CORPORATION, a
foreign corporation,

Defendants.

_____ /

CLASS ACTION COMPLAINT FOR DECLARATORY RELIEF

PLAINTIFFS, JOSEPH B. BLANDFORD, JAMES GARVIN, JAMES M.
JOHNSON, WILLIAM A. MESSER, BARRY MOLINE, JORGE PIEKAREWICZ,
and J. D. RAYBURN, II, individually and on behalf of all others similarly situated,
bring this action for declaratory, injunctive, and other relief pursuant to chapters 26,

64, and 86, Florida Statutes, and ask this Honorable Court to make a declaration of the rights and responsibilities of the parties pursuant to a certain encumbrance on and executory interest in real property described below, and to enjoin such activities of the Defendants as may be inconsistent with such rights and responsibilities, and to award such other relief as may be just and proper, including the appointment of commissioners or a Special Magistrate to manage the exercise of the rights and responsibilities of the parties and the partition of real property for appraisal purposes, and thereafter, if necessary, and in support thereof state as follows:

GENERAL ALLEGATIONS

1. This is a class action for declaratory, injunctive, and other relief brought pursuant to chapters 26, 64, and 86, Florida Statutes, and Florida Rule of Civil Procedure 1.220.

2. This action arises from actions taken by the Defendants that form a condition subsequent triggering the rights of Plaintiffs under the Special Restrictive Covenants recorded in the Official Records of Leon County at Official Record Book 993, Page 446, as amended by those instruments recorded in the Official Records of Leon County at Official Record Book 1037, Page 1135, Official Record Book 1264, Page 996, at Official Record Book 1562, Page 931 and together attached hereto and incorporated herein as applicable as composite APPENDIX A (hereinafter the “Special Restrictive Covenants”).

Plaintiffs

3. On October 8, 2014, Plaintiffs BARRY MOLINE and J. D. RAYBURN, II, were individual members on the rental roll of the lessor that operated all of the facilities of the Killearn Country Club property.

4. On October 8, 2014, Plaintiffs JOSEPH B. BLANDFORD, JAMES GARVIN, JAMES M. JOHNSON, WILLIAM A. MESSER, and JORGE PIEKAREWICZ were owners of real property within the Killearn Estates community which consists of more than 3,800 property owners within Killearn Estates.

Defendants

5. Defendant PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP (“Palmetto Club”) is a limited partnership organized under the laws of the state of South Carolina. Its General Partner is N. Barton Tuck, Jr. Palmetto Club was formerly known as RESORT CLUB PROPERITES, A LIMITED PARTNERSHIP.

6. Defendant Palmetto Club is the owner of record of certain lands in Leon County, Florida, described in that certain Warranty Deed recorded on May 29, 1987, in the Official Records of Leon County at Official Record Book 1264, Page 958, sometimes known as the “Killearn Country Club” property, and also described herein as the “Entire Golf Course Property.”

7. Defendant TEXTRON FINANCIAL CORPORATION (“Textron”), is a corporation organized under the laws of the State of Delaware.

8. Textron held a mortgage or lien on property that is the subject of this litigation, as more particularly detailed in that Mortgage recorded in the Official Records of Leon County at Official Record Book 3170, Page 418.

9. Defendant LYNX NPL, LLC, (“Lynx”) is a foreign Limited Liability Company organized under the laws of the State of Delaware.

10. Lynx is not registered with the Florida Department of State, Division of Corporations, to do business in the State of Florida, and does not have a registered agent within the State of Florida.

11. Lynx is the current holder of the mortgage, lien, and other interests initially granted to Textron pursuant to that certain Assignments of Mortgage, Security Agreement, and All Loan Documents recorded in the Official Records of Leon County at Official Record Book 4540, Page 2194.

12. The Killearn Country Club property currently encompasses a single tax parcel, described as Parcel Number 1103202030000 as identified in the records of the Leon County Property Appraiser (which parcel is one and the same as the Entire Golf Course Property).

13. The Entire Golf Course Property is substantially the same as the lands described in Exhibit “A” to the Special Restrictive Covenants recorded in the

Official Records of Leon County at Official Record Book 993, Page 452 through 456.

14. For ease of reference and demonstrative purposes, Plaintiffs attach APPENDIX B, which uses the exact verbiage from legal descriptions used in the public records over the decades to describe the four parcels of golf course areas that make up the Entire Golf Course Property by metes and bounds, to wit: Area I - Holes 6 and 7, Old Course (27.58 Acres); Area II – Holes 13, 14, 15, and 16, Old Course (40.12 Acres); Area III – Holes 2 and 3, New Course (15.02 Acres); and Area IV – Holes 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 17, 18 – Old Course; Holes 1, 4, 5, 6, 7, 8, 9 – New Course; Country Club Site (185.47 Acres).

Background

15. Killearn Estates is a deed-restricted community with approximately 3,800 residential parcels located in Leon County, Florida.

16. The Killearn Country Club property hosts a 27-hole golf course and directly associated golfing and country club facilities located within Killearn Estates.

17. Since 1981, the Entire Golf Course Property has been assigned to a single tax parcel, currently identified by the Leon County Property Appraiser as Number 1103202030000.

18. Defendant Palmetto Club took title of record to the Entire Golf Course Property in 1987, by Warranty Deed recorded in the Official Records of Leon County at Official Record Book 1264, Page 958.

19. The grantee under the said Warranty Deed took title subject to the Special Restrictive Covenants recorded in the Official Records of Leon County at Official Record Book 993, Page 446.

20. Killearn Estates is the most populous common scheme development within Tallahassee, and its development is substantially completed and improved with predominantly residential dwellings, and a small amount of supporting non-residential development.

21. The Killearn Country Club property, and its golfing play, golfing operations, and associated facilities, is the Killearn Estates community centerpiece and has formed a prominent and important community icon for the entire Tallahassee community.

22. The express intent of the Special Restrictive Covenants was to provide for the restricted use of the 27-hole golf course located on the Killearn Country Club property for the exclusive use and purpose as a golf course. The Special Restrictive Covenants intentionally and expressly provided for a method to preserve and continue the use of the Killearn Country Club property predominantly for golfing and for functions directly supportive thereof.

23. The original developer of Killearn Estates, Killearn Properties, Inc., impressed the Special Restrictive Covenants to its advantage to retain certain facilities in the event the executory right to purchase ever ripened and came into being. Those exclusions are listed in the last paragraph of Article IV of the Special Restrictive Covenants beginning with the word “EXCLUDED” (hereinafter the “Excluded Areas”).

24. Defendants must now honor the Special Restrictive Covenants strictly.

25. The Special Restrictive Covenants provide that the right to purchase includes the entirety of the 27-hole golf course, the golf driving range, the golf practice putting greens, the golf pro shop, the golf cart storage shed and area, and the golf maintenance shed and area, less the Excluded Areas.

26. The legal description contained in the Special Restrictive Covenants is from a metes and bounds boundary survey which describes the lands subject to the Special Restrictive Covenants as four areas: “Area I - Holes 6 and 7, Old Course (27.58 Acres),” “Area II – Holes 13, 14, 15, and 16, Old Course (40.12 Acres),” “Area III – Holes 2 and 3, New Course (15.02 Acres),” and “Area IV – Holes 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 17, 18 – Old Course; Holes 1, 4, 5, 6, 7, 8, 9 – New Course; Country Club Site (185.47 Acres).”

27. The Special Restrictive Covenants provide for the right to purchase within all four of these “Areas” all lands associated with the golf course related

functions. The legal description used in the deed from the original developer to the Defendants uses the same “Area” nomenclature and substantially the same boundary survey description of the Entire Golf Course Property. *See* attached APPENDIX B.

28. The Special Restrictive Covenants expressly exclude all areas, uses, land, and improvements not specifically included in the right to purchase, to wit: the country club house and 19th hole (bar/restaurant), the motel units and motel office, the swimming pool and pool area, and the tennis courts and handball courts, which on October 8, 2014, comprised the Excluded Area.

29. No other portions of the Entire Golf Course Property subject to the deed to the Defendants have been subsequently developed or are under development, and there have not been any extensions, enlargements, or additions to the country club house, the 19th hole, the motel, motel office, swimming pool and pool area, tennis courts, or handball courts since 1987.

30. Attached hereto and incorporated herein by reference as APPENDIX C is a scale graphic of the portion of “Area IV” used in the relevant legal descriptions of record which is derived from prior survey work and Google Earth.

31. APPENDIX C shows in detail the relative area, uses, lands, and improvements and the absence of any development as to other than that used for golfing and for functions directly supportive thereof as part of the existing golf course and supporting country club functions which comprise the Excluded Area.

32. Even though the Defendant Palmetto Club, as owner in fee simple, arguably might have made extensions, enlargements, or additions and caused same to become part of the Excluded Area and remove those areas, uses, and lands as a part of golf course related properties used for golfing and for functions directly supportive thereof, or otherwise embarked upon some form of development that would have encroached upon or diminished portions of the golf course properties, it chose not to do so for decades.

33. In fact, notwithstanding a covenant recorded in the Official Records of Leon County at Official Record Book 1264, Page 999, to maintain non-golfing facilities to a high standard of maintenance reflecting those standards “applicable to a standard Hilton or Sheraton Hotel taking into account the unique nature of this operation,” which covenant expired in 2007, Defendant Palmetto Club has stood watch over a steady decline in value, use, and enjoyment of these facilities which are now encompassed by the Excluded Areas.

34. Ironically, even the Defendants’ General Partner now decries the condition of the “EXCLUDED” club house building which is not subject to the right to purchase as a “disgrace.”

35. Plaintiffs are greatly concerned that it may be Defendant Palmetto Club, and particularly Defendant Palmetto Club’s General Partner, that is responsible for the apparent lack of reinvestment, the demise of social stature, community

importance, attractiveness, economic viability, and “disgraceful” condition of the Killearn Country Club generally.

36. The Killearn Country Club property is now fully developed as a 27-hole golf course and for functions directly supportive thereof, and for no other purpose.

37. In order to make fully informed decisions, Plaintiffs seek clarity, certainty of rights, and strict performance for an entire class deserving first and foremost of full and strict performance of written and recorded promises and covenants before considering oral promises of redevelopment that involves the closure of the “North Course” and discontinuance of golfing play and operations thereon.

38. N. Barton Tuck, Jr., as General Partner of Defendants, announced the decision to discontinue golfing play and operations on what is called the North Course or New Course of the Killearn Country Club property at a meeting on October 8, 2014, before more than 150 persons at the Killearn Country Club premises. This announcement entailed a plan of a mix of conservation easements over the first six holes of the New Course and the development of 300 to 400 multi-family apartments over the remaining three holes.

39. Mr. Tuck’s declaration and public announcement of a decision and plan to discontinue golfing play and operations, which has triggered a written executory

right to purchase under the Special Restrictive Covenants by the Defendants, as a part of the public presentation of a desired alternative to develop with multi-family apartments a portion of the golf course property has now occurred.

40. The statements Mr. Tuck made were also reported widely in the media, including in the Tallahassee Democrat on October 9, 2014, in an article entitled “Killearn golf course makeover elicits controversy,” by Gerald Ensley. A copy of this article is attached hereto and incorporated herein by reference as APPENDIX D.

41. In the article, Mr. Tuck was quoted as saying “I’m not taking any money home; I’m trying to get the club back to where you can be proud of it and Killearn Estates can be proud of it.” He was further quoted as saying “I think we have a good plan.”

42. This meeting and these statements may have already caused negative economic consequences to members of the class, including the cancellation of contracts to purchase real property in Killearn Estates.

43. Whether the Defendants have intentionally baited the community to cause attention and the resultant purchase of the dilapidated facilities in the Excluded Areas, or foolishly bullied a community and unintentionally triggered the executory right to purchase all of the golf course, or are simply “do-gooders” “trying to get this club back to where you can be proud of it” is not relevant. Plaintiffs amicably and

with civility turn to this Court to seek clarity and a determination of rights which will assist them, the Defendants, and the community in being more fully informed in how to address the circumstances in this action, now and in the future.

JURISDICTION AND VENUE

44. This Court has subject matter jurisdiction over this action pursuant to Article V, Section 5(b) of the Florida Constitution, section 26.012(2)(a), Florida Statutes, and section 86.011, Florida Statutes.

45. Venue is proper in Leon County, Florida, pursuant to section 47.011, Florida Statutes, as the real property in litigation is located in Leon County, Florida, and the cause of action accrued in Leon County, Florida.

CLASS REPRESENTATION

46. Plaintiffs are uncertain as to the unascertained nature of “the [now] active members of Killearn Golf & Country Club, by whatever name at the time,” as provided in the Special Restrictive Covenants.

47. On October 8, 2014, the current membership of the lessor that operated all of the facilities on the Killearn Country Club property was not legally organized, was not a legal entity, held no equity, and was similar in nature to a rental roll of individuals who use the services of an exercise facility similar to a “Gold’s Gym.”

48. The golfing and social membership on October 8, 2014, was that of an operator who leased the entirety of Killearn Country Club property from Defendants and such rental roll consists of approximately 500 persons.

49. The emphatic intent and objective of the entire Special Restrictive Covenants is to preserve and advance the Killearn Country Club property for the “exclusive use and purpose as a golf course.”

50. On October 8, 2014, the closest analogue to the membership of Killearn Golf & Country Club as it existed at the time the Special Restrictive Covenants were recorded is the dispersed owners of real property within the Killearn Estates community, individually.

51. There are approximately 500 persons who compose the current rental roll membership of the lessor that operated all of the facilities on the Killearn Country Club property on October 8, 2014.

52. There were more than 3,800 property owners within Killearn Estates as of October 8, 2014.

53. Plaintiffs are so numerous that separate joinder of each member of the class is impracticable.

54. The claims of each of the members of the class as detailed in Counts I, and II below are common to each member of the class, and the questions of law and fact raised in this Complaint are common to each member of the class.

55. The claims of each of the Plaintiffs named in this Complaint are typical of the claims of each member of the class.

56. All of the Plaintiffs named in this Complaint, and each of them, can fairly and adequately represent the interests of the class.

57. Each member of the class has a property interest protected by the Special Restrictive Covenants.

58. The purchase right contained in the Special Restrictive Covenants cannot be triggered as to any member of the class without triggering it as to all members of the class.

59. Defendants have acted and set in motion the purchase right in the Special Restrictive Covenants, and as such have acted in a manner generally applicable to all members of the class as defined in Florida Rule of Civil Procedure 1.220(b)(2).

60. Final declaratory and injunctive relief based on the Special Restrictive Covenants concerning the class as a whole is appropriate.

61. Questions of law or fact common to each member of the class and to the representative parties include:

- a. Whether the Special Restrictive Covenants are valid and enforceable;
- b. Whether the Special Restrictive Covenants are affected by the Marketable Record Title Act;

- c. Whether any person or group of persons may at any time vote as a majority to relinquish any of the covenants or right to purchase the property of another person or a minority who desire not to relinquish such covenants or rights to purchase the property described in the Special Restrictive Covenants;
- d. Whether the property subject to the Special Restrictive Covenants is subject to valuation using an appraisal of fair market value that must consider the absolute consequences of the use limitations placed upon the property by the Special Restrictive Covenants;
- e. Whether the right to purchase the property described in the Special Restrictive Covenants inures to and is now individually exercisable by each of the property owners within Killearn Estates, or the rental roll and non-equity members of the Killearn Country Club lessor, or both;
- f. Whether Defendants have made and publicly communicated a decision to discontinue golfing play and operations on a portion of the property subject to the Special Restrictive Covenants;
- g. Whether the Special Restrictive Covenants create a springing executory interest as to the portions of the Entire Golf Course Property not included in the Excluded Areas;

- h. Whether, once a decision to discontinue golfing play and operations has been made and announced publicly, the executory purchase right is triggered irrevocably and the decision to discontinue golfing play and operations may not be retracted to extinguish the rights vested under a springing executory interest;
- i. Whether each of the property owners within Killearn Estates, or each of the rental roll and non-equity members of the Killearn Country Club property leasehold operator, or both, has a valid and currently exercisable right to purchase the property described in the Special Restrictive Covenants;
- j. Whether, if such a right to purchase is exercised, the deed to the purchaser shall require the purchaser to maintain the use of the property as a golf course for an additional twenty years, or else the property will revert to Defendant Palmetto Club, as expressly provided in the Special Restrictive Covenants;
- k. Whether the sales and purchase price shall be the fair market value of the property as of October 8, 2014, which must take into account the then deferred maintenance (and any subsequent waste), then property income, the absolute continued required use exclusively as a golf course for an additional twenty years as provided for in the Special Restrictive

Covenants, the possibility of reverter that must follow the property as provided in the Special Restrictive Covenants, along with other facts, circumstances, and information generally relied upon by a competent MAI appraiser in determining the fair market value of this particular golf course under the unusual circumstances presented by the Special Restrictive Covenants, which intentionally and expressly diminish and affect its fair market value;

- l. Whether the right to purchase is freely assignable by the persons holding such a right to any other person or entity; and
- m. Whether, and how, the Court should direct the distribution and apportionment of the proceeds of any sale pursuant to the executory right to purchase as between the Defendants.

62. The claims of JOSEPH B. BLANDFORD, JAMES GARVIN, JAMES M. JOHNSON, WILLIAM A. MESSER, BARRY MOLINE, JORGE PIEKAREWICZ, and J. D. RAYBURN, II, as representative parties, are identical to those of the class because each has the same interests as the rental roll members of the lessor who operated all of the facilities on the Killearn Country Club property, as members of the Killearn Homes Association, and as owners of property within Killearn Estates. Each of the members of the class is situated identically.

63. The properties owned by each member of the class in Killearn Estates, and by JOSEPH B. BLANDFORD, JAMES GARVIN, JAMES M. JOHNSON, WILLIAM A. MESSER, and JORGE PIEKAREWICZ, are all dominant properties to the property that is the subject of this litigation as relates to the subject matter of the Special Restrictive Covenants, as expressed to advance and preserve the “restricted use of the 27-hole golf course” on the Killearn Country Club property “to its exclusive use and purpose as a golf course, and a common scheme of development relied upon by every property owner within Killearn Estates.

64. The class has more than 3,000 members.

65. The definition of the class is: “All persons or entities who were the record owners of real property within the Killearn Estates subdivisions in Leon County, Florida, on October 8, 2014, together with all persons or entities who were on the rental roll of the lessor who operated all of the facilities on the Killearn Country Club property on October 8, 2014.”

66. JOSEPH B. BLANDFORD, JAMES GARVIN, JAMES M. JOHNSON, WILLIAM A. MESSER, BARRY MOLINE, JORGE PIEKAREWICZ, and J. D. RAYBURN, II, together represent all types of persons who may be members of the class. Each possesses a level of sophistication, strong interest that is aligned with class members, an interest in determining the relative rights as between the Defendants and the entire class through declaratory action, and desires fully

informed, fair decision-making and an assertion of rights to the benefit of the entire class.

67. Each of the class representatives has an interest in maintaining both a high-quality 27-hole golfing facility which is the foundation to a common scheme development in Killearn Estates and maximizing the value of the individual properties and the collective value of all properties within Killearn Estates.

COUNT I: DECLARATORY RELIEF

68. This is an action for declaratory relief pursuant to section 86.011 and 86.041, Florida Statutes.

69. Plaintiffs by this reference incorporate and reallege the allegations contained in paragraphs 1 through 67 above.

70. Defendants have reached a decision to discontinue golfing play and operations upon the area described in the Special Restrictive Covenants or a portion thereof.

71. That decision was communicated publicly on October 8, 2014, to over 150 persons at the club house on Killearn Country Club premises.

72. Defendants are required to offer the golf course and all associated golfing and golfing operations lands which are not included in the Excluded Areas for sale under the Special Restrictive Covenants once a decision to cease golfing play and operations has been made, but before the cessation of such activities.

73. Defendants have yet to comply with the Special Restrictive Covenants by tendering such an offer.

74. Plaintiffs are in doubt as to their rights under the Special Restrictive Covenants. Plaintiffs' rights, status, or other equitable or legal relations are affected by Defendants' actions in publicly making known a decision to cease golfing play and operations on a portion of the Killearn Country Club property, but not making an offer to sell as expressly provided in the Special Restrictive Covenants. Plaintiffs request this Honorable Court adjudge and declare as follows:

- a. The Special Restrictive Covenants are valid and enforceable;
- b. The Special Restrictive Covenants are not affected by the Marketable Record Title Act;
- c. No person or group of persons may at any time vote as a majority to relinquish any of the covenants or right to purchase the property of another person or a minority who desire not to relinquish such covenants or rights to purchase the property described in the Special Restrictive Covenants;
- d. The property subject to the Special Restrictive Covenants is subject to valuation using an appraisal of fair market value that must consider the absolute consequences of the use limitations placed upon the property by the Special Restrictive Covenants;

- e. The right to purchase the property described in the Special Restrictive Covenants inures to and is now individually exercisable by each of the property owners within Killearn Estates, or the rental roll and non-equity members of the Killearn Country Club lessor, or both;
- f. Defendants have made and publicly communicated a decision to discontinue golfing play and operations on a portion of the property subject to the Special Restrictive Covenants;
- g. The Special Restrictive Covenants create a springing executory interest as to the portions of the Entire Golf Course Property not included in the Excluded Areas;
- h. Once a decision to discontinue golfing play and operations has been made and announced publicly, the executory purchase right is triggered irrevocably and the decision to discontinue golfing play and operations may not be retracted to extinguish vested rights under a springing executory interest;
- i. Each of the property owners within Killearn Estates, or each of the rental roll and non-equity members of the Killearn Country Club property leasehold operator, or both, has a valid and currently exercisable right to purchase the property described in the Special Restrictive Covenants;

- j. If such a right to purchase is exercised, the deed to the purchaser shall require the purchaser to maintain the use of the property as a golf course for an additional twenty years, or else the property will revert to Defendants, as expressly provided in the Special Restrictive Covenants;
- k. The sales and purchase price shall be the fair market value of the property as of October 8, 2014, which must take into account the then deferred maintenance (and any subsequent waste), then property income, the absolute continued required use exclusively as a golf course for an additional twenty years as provided for in the Special Restrictive Covenants, the possibility of reverter that must follow the property as provided in the Special Restrictive Covenants, along with other facts, circumstances, and information generally relied upon by a competent MAI appraiser in determining the fair market value of this particular golf course under the unusual circumstances presented by the Special Restrictive Covenants, which intentionally and expressly diminish and affect its fair market value;
- l. The right to purchase is freely assignable by the persons holding such a right to any other person or entity; and

m. It is appropriate for the Court to direct the distribution and apportionment of the proceeds of any sale pursuant to the executory right to purchase as between the Defendants.

75. Plaintiffs further request this Honorable Court declare the rights, status, and other equitable and legal relations of Plaintiffs and Defendants under the Special Restrictive Covenants and other instruments.

76. Accordingly, Plaintiffs further request this Honorable Court appoint a Special Magistrate to assist the Court with such matters as the partition of the property for purposes of appraisal and subsequent transfer, the appraisal of the property and specifically the inclusion of the absolute limitations on the use of the subject lands for anything other than exclusively as a golf course for the next twenty years upon such sale or the next seven years if such sale does not occur, and the orderly process to exercise the right to purchase the property should this Court determine that Plaintiffs, or any members of the class, are entitled to exercise such right; and, if there are multiple potential purchasers, assist the Court in selecting the potential purchaser best capable of sustainably honoring the intent of the covenants in the Special Restrictive Covenants, as extended, and in the best interests of the class.

COUNT II: PARTITION AND EXERCISE OF PURCHASE RIGHT

77. This is a count for partition pursuant to chapter 64, Florida Statutes.

78. Plaintiffs by this reference incorporate and reallege the allegations contained in paragraphs 1 through 67 above.

79. In order to effect the appraisal as contemplated in the Special Restrictive Covenants, Plaintiffs ask the Court to identify and confirm with specificity the Excluded Area which is not subject to the purchase right.

80. The lands encumbered by the Special Restrictive Covenants recorded in the Official Records of Leon County in Official Record Book 993, Page 446, are described in APPENDIX A, which is attached hereto and incorporated by reference herein. A graphic depiction (or key map) of said lands is attached hereto and incorporated by reference herein as APPENDIX B.

81. Being recorded prior to the Mortgage to Textron Financial Corporation, the Special Restrictive Covenants are superior in all respects to that Mortgage.

82. If Plaintiffs, or any of them, are entitled to exercise the purchase right contained in the Special Restrictive Covenants, and do exercise that right, the property should be partitioned by order of this Court.

83. Once the property has been partitioned by order of the Court, the interests of the defendant lienholders in the property subject to the purchase right will be extinguished as to all lands subject to the right to purchase upon paying the fair market value required by the Special Restrictive Covenants, and the lien of such parties then follows the proceeds of the sale.

84. The owners of record and the mortgage holders of the property subject to the Special Restrictive Covenants are the Defendants. Plaintiffs represent all of the property owners who may have an interest in the right to purchase the property subject to the Special Restrictive Covenants.

85. The Special Restrictive Covenants provide for the right to purchase only a portion of the property now held as the Entire Golf Course Property by the Defendants.

86. A partition is necessary to divide that portion of the property subject to the right to purchase from that portion of the property not subject to the right to purchase. Such partition is required to appropriately appraise the lands subject to the purchase right under the Special Restrictive Covenants.

87. Appointment of commissioners pursuant to section 64.061(1) will be necessary to accomplish the partition. An exemplary deed that would result from the partition is attached hereto and incorporated herein by reference as APPENDIX E.

88. Commissioners appointed pursuant to section 64.061(1) or a Special Magistrate appointed pursuant to section 64.061(4) will be necessary to accomplish the exercise of the purchase right by sale to Plaintiffs of a portion of the partitioned property, in the event that multiple Plaintiffs, groups of Plaintiffs, or their assigns wish to exercise the right and this Court determines the right may be exercised by Plaintiffs individually.

CONCLUSION

WHEREFORE, Plaintiffs respectfully request this Honorable Court grant the following relief:

A. Determine and adjudge that this action is properly brought on behalf of a class of persons under Florida Rule of Civil Procedure 1.220(b)(2), that all prerequisites to a class action have been met, and that JOSEPH B. BLANDFORD, JAMES GARVIN, JAMES M. JOHNSON, WILLIAM A. MESSER, BARRY MOLINE, JORGE PIEKAREWICZ, and J. D. RAYBURN, II, are proper, fair, and adequate class representatives, and that the Court certify the class defined herein;

B. Declare that:

- a. The Special Restrictive Covenants are valid and enforceable;
- b. The Special Restrictive Covenants are not affected by the Marketable Record Title Act;
- c. No person or group of persons may at any time vote as a majority to relinquish any of the covenants or right to purchase the property of another person or a minority who desire not to relinquish such covenants or rights to purchase the property described in the Special Restrictive Covenants;
- d. The property subject to the Special Restrictive Covenants is subject to valuation using an appraisal of fair market value that must consider the

absolute consequences of the use limitations placed upon the property by the Special Restrictive Covenants;

- e. The right to purchase the property described in the Special Restrictive Covenants inures to and is now individually exercisable by each of the property owners within Killearn Estates, or the rental roll and non-equity members of the Killearn Country Club lessor, or both;
- f. Defendants have made and publicly communicated a decision to discontinue golfing play and operations on a portion of the property subject to the Special Restrictive Covenants;
- g. The Special Restrictive Covenants create a springing executory interest as to the portions of the Entire Golf Course Property not included in the Excluded Areas;
- h. Once a decision to discontinue golfing play and operations has been made and announced publicly, the executory purchase right is triggered irrevocably and the decision to discontinue golfing play and operations may not be retracted to extinguish the vested rights under a springing executory interest;
- i. Each of the property owners within Killearn Estates, or each of the rental roll and non-equity members of the Killearn Country Club property leasehold operator, or both, has a valid and currently

exercisable right to purchase the property described in the Special Restrictive Covenants;

- j. If such a right to purchase is exercised, the deed to the purchaser shall require the purchaser to maintain the use of the property as a golf course for an additional twenty years, or else the property will revert to Defendants, as expressly provided in the Special Restrictive Covenants;
- k. The sales and purchase price shall be the fair market value of the property as of October 8, 2014, which must take into account the then deferred maintenance (and any subsequent waste), then property income, the absolute continued required use exclusively as a golf course for an additional twenty years as provided for in the Special Restrictive Covenants, the possibility of reverter that must follow the property as provided in the Special Restrictive Covenants, along with other facts, circumstances, and information generally relied upon by a competent MAI appraiser in determining the fair market value of this particular golf course under the unusual circumstances presented by the Special Restrictive Covenants, which intentionally and expressly diminish and affect its fair market value;
- l. The right to purchase is freely assignable by the persons holding such a right to any other person or entity; and

m. It is appropriate for the Court to direct the distribution and apportionment of the proceeds of any sale pursuant to the executory right to purchase as between the Defendants.

C. Partition the property subject to the purchase right as described in the Special Restrictive Covenants;

D. Appoint commissioners or a Special Magistrate to manage the determination of the purchase and sales price, the exercise of the right to purchase, if necessary; and

E. Any other relief that this Court determines to be just and proper.

Respectfully submitted this 2nd day of November, 2014.

/s/ James C. Dinkins

On behalf of:

MARK G. LAWSON, P.A.

James C. Dinkins

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APPENDIX A

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540300

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.

APR 30 11 34 AM 1981

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SPECIAL RESTRICTIVE COVENANTS TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS:

That this Declaration Of Covenants and Restrictions, made and entered into this 29th day of April, A. D., 1981, by KILLEARN PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Developer,"

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto, and by reference specifically made a party hereof, hereinafter referred to as the "parcel;" and

WHEREAS, Developer wishes to provide by this Covenant a method by which the members of the Killlearn Golf & Country Club, by whatever name and however constituted, may purchase, under certain conditions, so much of the real property subject hereto as is being used for golfing and for functions directly supportive thereof as herein specified, and

WHEREAS, Developer desires for this Covenant to be in addition to pertinent recorded restrictive covenants, if any, and not in limitation thereof, and

WHEREAS, Developer wishes to retain architectural approval of alterations and construction of improvements pertaining to entirety of the property described in Exhibit "A" attached hereto, and

WHEREAS, Developer wishes to acknowledge certain obligations to grant certain utility, drainage and other easements on and across the real property described in Exhibit "A" attached hereto,

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" is, and shall also be, held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and charges hereinafter set forth.

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ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is a parcel of land located in Leon County, Florida, as is more particularly described in Exhibit "A," attached hereto and, by reference, specifically made a part hereof.

ARTICLE II

ARCHITECTURAL APPROVAL

The Developer binds itself and all subsequent purchasers for and during the term hereof that the President of Killearn Properties, Inc. shall be entitled to approve or disapprove the plans for all alterations and construction of improvements relating to the property described in Exhibit "A" hereof; provided, however, that approval thereof shall not be unreasonably withheld; provided further, that if the President fails to notify the purchaser of its approval or disapproval within thirty (30) days after plans are submitted to it, such failure shall constitute approval of the plans submitted.

ARTICLE III

EASEMENTS

The Developer binds itself and all subsequent purchasers for and during the term hereof that Killearn Properties, Inc., Leon County and the City of Tallahassee desire and need certain utility, drainage and other easements on, over and across the real property described in Exhibit "A" hereto. The Developer acknowledges that the requirement for easements is articulated in its Contract for Sale and Purchase of the property described in Exhibit "A" herein dated January 23, 1981 between Killearn Properties, Inc. and Combined Equity Properties, Inc., a Louisiana corporation. For the purposes of this covenant, the appropriate paragraph of said contract is recited and hereby made a covenant to run with the land:

"Certain of said easements will be needed in connection with the furnishing of improvements and utilities by the Seller to the properties being sold to the Purchaser

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hereunder. Additionally, other easements will be needed to facilitate the development of certain of Seller's properties. The Purchaser agrees to execute and deliver such grants of easements so long as the same do not unreasonably adversely affect the use of the property being acquired by the Purchaser. The Seller shall cause such grants of easement to be prepared at its sole cost and, at the time Seller requests the Purchaser to execute the same, the Seller shall furnish to the Purchaser a survey showing the location of said easement with regard to the lands acquired hereunder by Purchaser. Any such survey and grant of easement shall also be accompanied by a certified statement from the Seller to the Purchaser that such easements are required pursuant to the Seller's agreement or needed to furnish improvements to adjoining properties. The parties further acknowledge that the Purchaser, in the development of that real property referred to as "Pebble Creek," will need a sewer easement across lands owned by the Seller in the vicinity of the fairway of the eighth hole of the Golf Course. The Seller agrees to grant such easement provided that the Purchaser hereby agrees not to move any trees other than those reasonably required to be removed in connection with the use of such easement; provided further, that the location of such easement shall not unreasonably adversely affect the use of the Seller's property. The Seller agrees to accept upon its lands and into its drainage facilities the surface water from the lands to be acquired hereunder by Purchaser; provided, however, the Purchaser shall remain liable and obligated (as between the parties hereto) to construct and maintain such additional holding and retention ponds as may be required by applicable regulations and laws in connection with the use of Purchaser's lands. Each of the easements granted hereunder shall require the grantee to restore and repair the grantor's lands upon utilization of such easement by the grantee."

It is understood that the term "Seller" in the foregoing quote from the above described contract is the Developer in these Covenants and the term "Purchaser" refers to Combined Equity Properties, Inc., or the purchaser, by assignment, under it.

ARTICLE IV

RESTRICTED USE

The Developer binds itself and all subsequent purchasers for and during the term hereof to the restricted use of the 27-hole golf course located on the property now known as Killearn Golf & Country Club to its exclusive use and purpose as a golf course. Of the property described in said Exhibit "A," so much of it, BUT ONLY so much of it as is specified to be used ^{OR} and is currently being used for a golf course with regard solely to the particular articulated functions, as follows, being included in this Covenant:

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- A. A 27-hole golf course; and
- B. A golf driving range; and
- C. Golf practice putting greens; and
- D. A golf pro shop; and
- E. A golf cart storage shed and area; and
- F. A golf maintenance shed and area.

EXCLUDED from the effect of this Article are all areas, uses, lands and improvements not specifically included above, among which exclusions from this Article shall be:

- 1. The country club house and 19th hole; and
- 2. The motel units and office thereof; and
- 3. The swimming pool and pool area; and
- 4. The tennis and handball courts; and
- 5. All lands not now developed or under development; and
- 6. Any and all extensions, enlargements or additions to the above uses enumerated in items 1 through 5 inclusive.

ARTICLE V

MEMBERS' RIGHT TO PURCHASE

Upon reaching a decision to discontinue golfing play and operations upon said restricted use areas, or any portion thereof, but prior to cessation of such activities, the then owners of the real property restricted hereby shall offer to the then active members of Killearn Golf & Country Club, by whatever name at the time, to sell for cash such facilities (as described in items A through F inclusive set forth in Article IV hereof) at the then fair market value thereof which shall be determined in the form of a current appraisal by a competent MAI or SRPA appraiser. Within thirty (30) days from the making of such offer, the members may accept such offer or within said thirty (30) day period, may retain and pay, at their own expense, a competent MAI or SRPA appraiser who, together with the appraiser of the owner, shall appoint a third MAI or SRPA appraiser, the expense of whom shall be equally shared. ^{appointment} The three appraisers, within thirty (30) days of such offer, shall develop a figure representing their concensus evaluation of fair market value of such facilities, which shall

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constitute the sales and purchase price of such facilities. Said purchase price shall be binding upon seller and said members shall accept or reject said offer to sell within fifteen (15) days after the date of such composite appraisal. If they reject, this Article shall then cease, determine and be without further legal efficacy whatever. If said members shall timely accept said offer, they shall simultaneously pay to the selling owner a good faith binder in the amount of Five Percent (5%) of the sales price and the sale and purchase shall close within the next fifteen (15) days. In no event, however, shall the members be required to close in less than ninety (90) days from the initial notice. Selling owners shall turn over all engineering and other data pertinent thereto within their possession or control upon closure. Purchaser, at its sole cost, shall obtain such evidence of title as it desires. As a condition subsequent to the right of third party beneficiaries members of this Covenants, the members purchasing such property shall accept in the deed of conveyance thereto, a special restriction, restricting the use of such facilities to that of a golf course for an additional period from the date of said deed of twenty (20) years. Said deed shall provide for the reverter of title to the seller in the event of abandonment by said members of the facility as a golf course, within said twenty (20) years from the date of such deed. This restriction shall bind members, their personal representatives, successors and assigns.

Within twenty (20) days from the date of initial notice hereunder, the said members shall notify the record owner of such facilities in writing of the names and addresses of three (3) individuals who have been designated and appointed by such members as their agent and attorney in fact to represent them and act on their behalf and in their place and stead with regard to all rights and obligations hereunder. The selling owner may deal solely and exclusively with a majority of such representatives and may rely totally upon their authority and the validity of their appointment without inquiry with relation thereto.

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The failure of the members to timely and strictly abide by the above provisions (including, but not limited to, the strict compliance with all time limitations) shall render the provisions of this Article V null and void and of no further force or effect.

ARTICLE VI

DURATION

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 Developer as it pertains to Article II hereof and for the remaining articles by the membership of the Killearn Golf & Country Club, by whatever changed name it might function under, and any duly constituted association of such members, their respective legal representatives, heirs and successors for a term of forty (40) years from the date this Declaration is recorded, after which time, or if sooner terminated pursuant hereto, said Covenants shall automatically expire and be without legal efficacy whatever without further act or document.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its corporate name and its corporate seal to be hereunto affixed on this 29th day of April, A.D., 1981.

Signed, sealed and
delivered in the
presence of:

Sarah S. Baldwin
Vicki S. Harmon

KILLEARN PROPERTIES, INC.

By:

J. T. WILLIAMS, JR., President

Attest:

Juanice Hagan
JUANICE HAGAN, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me by J. T. WILLIAMS, JR. and JUANICE HAGAN, as President and Secretary, respectively, of KILLEARN PROPERTIES, INC., a Florida corporation, on this 29th day of April, A.D. 1981.

Sarah S. Baldwin
NOTARY PUBLIC

My Commission Expires: 1-30-84

AREA I - Holes 6 and 7, Old Course (27.58 Acres)

Begin at the Southeast corner of Lot 14, Block "All" of Killearn Estates Unit No. 10, as recorded in Plat Book 6, Page 4 of the Public Records of Leon County, Florida, and run thence South 03 degrees 05 minutes 40 seconds West 115.0 feet to a point of curve to the right, thence Southwesterly along said curve with a radius of 370.54 feet, through a central angle of 39 degrees 00 minutes, for an arc distance of 252.22 feet, thence

South 42 degrees 05 minutes 40 seconds West 130.0 feet, thence
North 39 degrees 21 minutes 40 seconds West 122.69 feet, thence
South 88 degrees 57 minutes 30 seconds West 275.05 feet, thence
South 54 degrees 01 minute 40 seconds West 383.05 feet, thence
South 21 degrees 31 minutes 20 seconds West 381.61 feet, thence
South 12 degrees 12 minutes 00 seconds East 189.27 feet, thence
South 27 degrees 20 minutes 00 seconds East 163.25 feet, thence
North 74 degrees 34 minutes 40 seconds East 150.42 feet, thence
South 25 degrees 30 minutes 50 seconds East 487.54 feet, thence
South 57 degrees 39 minutes 10 seconds West 177.55 feet, thence
South 02 degrees 23 minutes 10 seconds West 240.21 feet, thence
South 08 degrees 11 minutes 30 seconds East 364.33 feet, thence
South 65 degrees 43 minutes 30 seconds West 35.0 feet

to a point of curve to the right, thence Southwesterly along said curve with a radius of 669.12 feet, through a central angle of 22 degrees 00 minutes 30 seconds, for an arc distance of 256.90 feet, thence

North 07 degrees 03 minutes 30 seconds West 744.48 feet, thence
North 38 degrees 36 minutes 38 seconds West 390.84 feet, thence
North 38 degrees 33 minutes 30 seconds West 50.00 feet, thence
North 30 degrees 33 minutes 30 seconds West 86.53 feet, thence
South 83 degrees 50 minutes 24 seconds West 41.50 feet, thence
North 06 degrees 09 minutes 36 seconds West 91.50 feet, thence
North 05 degrees 20 minutes 13 seconds East 430.84 feet, thence
North 20 degrees 01 minute 50 seconds East 510.91 feet, thence
North 53 degrees 58 minutes 20 seconds East 340.04 feet, thence
North 75 degrees 07 minutes 30 seconds East 331.10 feet, thence
South 88 degrees 57 minutes 40 seconds East 561.30 feet

to the POINT OF BEGINNING: containing 27.58 acres, more or less.

AREA II - Holes 13, 14, 15 and 16, Old Course (40.12 Acres)

Begin at the most Easterly corner of Lot 20, Block "EE" of Killearn Estates Unit No. 3, recorded in Plat Book 5, Page 12 of the Public Records of Leon County, Florida. From said POINT OF BEGINNING run thence

South 45 degrees 44 minutes 40 seconds East 312.26 feet, thence
South 01 degree 39 minutes 40 seconds West 131.04 feet, thence
South 19 degrees 51 minutes 20 seconds East 382.75 feet, thence
South 86 degrees 28 minutes 40 seconds East 325.61 feet, thence
North 49 degrees 29 minutes 50 seconds East 315.63 feet, thence
North 58 degrees 42 minutes 20 seconds East 596.82 feet, thence
North 84 degrees 07 minutes 20 seconds East 341.80 feet, thence
South 71 degrees 01 minute 50 seconds East 338.38 feet, thence
South 63 degrees 26 minutes 10 seconds East 245.97 feet, thence
North 74 degrees 03 minutes 20 seconds East 364.01 feet, thence
North 40 degrees 30 minutes 10 seconds East 315.63 feet, thence
North 09 degrees 30 minutes 10 seconds West 132.35 feet

to a point lying on a curve concave to the Northwesterly, thence from a tangent bearing of North 77 degrees 14 minutes 10 seconds East run North-easterly along said curve having a radius of 512.13 feet, through a central angle of 25 degrees 30 minutes, for an arc distance of 227.93 feet, thence

North 51 degrees 44 minutes 10 seconds East 77.0 feet, thence
South 65 degrees 16 minutes 13 seconds East 156.74 feet, thence

South 08 degrees 58 minutes 20 seconds West 192.35 feet, thence
South 27 degrees 24 minutes 30 seconds West 608.28 feet, thence
South 74 degrees 49 minutes 40 seconds West 305.65 feet, thence
South 62 degrees 14 minutes 30 seconds West 322.06 feet, thence
South 12 degrees 13 minutes 10 seconds West 255.54 feet

to a point on the Northerly right of way boundary of a county road running from Thomasville Road to Centerville Road, thence along the Northerly right of way boundary of said county road, as follows: North 84 degrees 13 minutes 40 seconds West 112.00 feet to a point of curve to the left, thence Northwesterly along said curve with a radius of 2864.83 feet, through a central angle of 06 degrees 12 minutes 50 seconds, for an arc distance of 310.71 feet thence leaving said county road run North 12 degrees 14 minutes 20 seconds West 208.79 feet, thence

North 16 degrees 20 minutes 10 seconds West 302.20 feet, thence
North 33 degrees 41 minutes 20 seconds West 144.22 feet, thence
South 55 degrees 24 minutes 30 seconds West 176.14 feet, thence

South 07 degrees 25 minutes 40 seconds West 65.97 feet to a point on a curve concave to the Southeast, thence from a tangent bearing of North 82 degrees 34 minutes 20 seconds West run Southwesterly along said curve with a radius of 50.0 feet, through a central angle of 86 degrees 39 minutes, for an arc distance of 75.61 feet, thence

North 79 degrees 13 minutes 20 seconds West 56.89 feet, thence
South 54 degrees 27 minutes 40 seconds West 645.17 feet, thence
South 05 degrees 49 minutes 00 seconds East 137.76 feet

to the Northerly right of way boundary of Shamrock South, thence South 83 degrees 45 minutes 30 seconds West along said right of way boundary 169.18 feet, thence

North 06 degrees 14 minutes 30 seconds West 75.00 feet, thence
North 82 degrees 27 minutes 18 seconds West 217.07 feet, thence
South 89 degrees 16 minutes 30 seconds West 212.26 feet, thence
North 83 degrees 44 minutes 10 seconds West 412.46 feet, thence
North 02 degrees 43 minutes 30 seconds West 840.95 feet, thence
North 45 degrees 13 minutes 30 seconds East 225.60 feet

to the POINT OF BEGINNING: containing 40.12 acres, more or less.

AREA III - Holes 2 and 3, New Course (15.02 Acres)

Commence at the Northern most corner of Lot 13, Block "KK" of Killearn Estates Unit No. 3, as recorded in Plat Book 5, Page 12 of the Public Records of Leon County, Florida. From said POINT OF COMMENCEMENT proceed thence,

North 72 degrees 20 minutes 17 seconds East 714.54 feet, thence
North 37 degrees 45 minutes 52 seconds East 100.00 feet, thence
South 53 degrees 44 minutes 41 seconds East 1070.17 feet, thence
North 80 degrees 23 minutes 52 seconds East 137.34 feet, thence
North 83 degrees 12 minutes 40 seconds East 60.0 feet

to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence

North 06 degrees 47 minutes 20 seconds West 211.48 feet, thence
North 80 degrees 09 minutes 12 seconds East 116.73 feet, thence
North 30 degrees 27 minutes 56 seconds East 591.69 feet, thence
North 79 degrees 35 minutes 02 seconds East 691.39 feet, thence
North 50 degrees 40 minutes 39 seconds East 607.56 feet, thence
South 39 degrees 22 minutes 20 seconds East 322.54 feet

to a point of curve to the right, said curve having a radius of 30.0 feet, through a central angle of 90 degrees, for an arc distance of 47.12 feet, thence

South 50 degrees 37 minutes 40 seconds West 557.16 feet, thence
West 554.73 feet,
South 08 degrees 07 minutes 48 seconds East 282.84 feet, thence
South 67 degrees 45 minutes 54 seconds West 858.87 feet

to the POINT OF BEGINNING; containing 15.02 acres, more or less.

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AREA IV - Holes 1,2,3,4,5,8,9,10,11,12,17,18 - Old Course;
Holes 1,4,5,6,7,8,9 - New Course;
Country Club Site (185.47 Acres)

Begin at the Southwest corner of Lot 3, Block "AM" of Killearn Estates Unit No. 10, as recorded in Plat Book 6, Page 4 of the Public Records of Leon County, Florida, said point lying on a curve concave to the Northwesterly, thence from a tangent bearing of South 14 degrees 02 minutes 20 seconds West run Southwesterly along said curve with a radius of 430.54 feet, through a central angle of 28 degrees 03 minutes 30 seconds, for an arc distance of 210.84 feet, thence

South 14 degrees 21 minutes 17 seconds East 323.64 feet, thence
South 02 degrees 03 minutes 59 seconds East 108.48 feet, thence
South 49 degrees 16 minutes 07 seconds West 112.89 feet, thence
South 07 degrees 40 minutes 53 seconds East 92.96 feet, thence
South 68 degrees 47 minutes 47 seconds East 86.08 feet, thence
South 35 degrees 02 minutes 34 seconds East 150.0 feet, thence
South 45 degrees 45 minutes 20 seconds West 174.30 feet, thence
South 24 degrees 51 minutes 50 seconds East 30.94 feet, thence
South 41 degrees 18 minutes 31 seconds East 219.66 feet, thence
South 09 degrees 18 minutes 49 seconds East 175.98 feet, thence
South 13 degrees 19 minutes 30 seconds West 145.25 feet, thence
South 02 degrees 02 minutes 40 seconds West 280.18 feet, thence
South 11 degrees 53 minutes 20 seconds East 388.33 feet, thence
South 08 degrees 25 minutes 37 seconds West 272.95 feet, thence
North 86 degrees 49 minutes 13 seconds West 180.28 feet, thence
North 61 degrees 08 minutes 40 seconds West 279.73 feet, thence

South 81 degrees 59 minutes 43 seconds West 323.15 feet, thence
North 15 degrees 34 minutes 30 seconds West 177.08 feet, thence
South 65 degrees 43 minutes 30 seconds West 25.0 feet

to a point of curve to the right, thence Southwesterly along said curve with a radius of 729.12 feet, through a central angle of 15 degrees 19 minutes 35 seconds, for an arc distance of 194.94 feet, thence

South 14 degrees 34 minutes 27 seconds West 224.64 feet, thence
South 05 degrees 53 minutes 47 seconds West 210.0 feet, thence
South 03 degrees 45 minutes 09 seconds West 535.86 feet, thence
South 17 degrees 13 minutes 00 seconds East 371.68 feet, thence
South 05 degrees 31 minutes 40 seconds East 311.45 feet, thence
South 72 degrees 28 minutes 30 seconds East 298.87 feet, thence
South 61 degrees 30 minutes 30 seconds East 225.88 feet, thence
North 00 degrees 00 minutes 30 seconds West 758.54 feet, thence
North 13 degrees 32 minutes 10 seconds East 277.71 feet, thence
North 07 degrees 00 minutes 00 seconds West 287.14 feet, thence
North 57 degrees 50 minutes 50 seconds East 206.70 feet, thence
South 72 degrees 30 minutes 40 seconds East 382.69 feet, thence
North 64 degrees 23 minutes 50 seconds East 266.13 feet, thence
North 10 degrees 53 minutes 10 seconds East 529.53 feet, thence
North 22 degrees 37 minutes 10 seconds West 325.00 feet, thence
North 20 degrees 41 minutes 40 seconds East 240.52 feet, thence
North 55 degrees 22 minutes 30 seconds East 255.20 feet, thence
North 60 degrees 43 minutes 30 seconds East 378.32 feet, thence
North 64 degrees 50 minutes 30 seconds East 50.0 feet, thence
South 25 degrees 09 minutes 30 seconds East 189.65 feet

to a point lying on a curve concave to the Southerly, thence from a tangent bearing of North 88 degrees 01 minutes 36 seconds East run Southwesterly along said curve having a radius of 191.30 feet, through a central angle of 42 degrees 23 minutes 40 seconds, for an arc length of 141.56 feet, thence

North 52 degrees 35 minutes 30 seconds East 142.44 feet, thence
 South 39 degrees 55 minutes 10 seconds East 718.91 feet, thence
 South 11 degrees 53 minutes 20 seconds West 194.16 feet, thence
 South 51 degrees 43 minutes 50 seconds West 573.17 feet, thence
 South 60 degrees 27 minutes 40 seconds West 517.23 feet, thence
 South 42 degrees 36 minutes 50 seconds West 339.71 feet, thence
 South 45 degrees 44 minutes 40 seconds East 272.26 feet, thence
 North 34 degrees 17 minutes 10 seconds East 133.14 feet, thence
 North 60 degrees 56 minutes 40 seconds East 926.61 feet, thence
 North 48 degrees 48 minutes 50 seconds East 571.51 feet, thence

East 255.0 feet, thence

South 34 degrees 59 minutes 30 seconds East 183.10 feet, thence
 South 68 degrees 17 minutes 20 seconds East 581.23 feet, thence

East 200.0 feet, thence

South 56 degrees 31 minutes 40 seconds East 153.28 feet, thence
 North 86 degrees 50 minutes 08 seconds East 134.62 feet, thence
 South 68 degrees 31 minutes 58 seconds East 112.61 feet, thence
 North 51 degrees 44 minutes 10 seconds East 215.00 feet, thence
 North 46 degrees 25 minutes 10 seconds West 174.33 feet, thence
 North 15 degrees 15 minutes 20 seconds West 114.02 feet, thence
 North 68 degrees 52 minutes 10 seconds West 494.01 feet, thence
 North 83 degrees 40 minutes 57 seconds West 350.51 feet, thence
 North 32 degrees 51 minutes 12 seconds West 152.40 feet, thence
 North 68 degrees 52 minutes 10 seconds West 389.31 feet, thence
 North 23 degrees 44 minutes 50 seconds West 136.56 feet, thence
 North 23 degrees 07 minutes 38 seconds West 661.37 feet, thence
 North 37 degrees 45 minutes 52 seconds East 100.00 feet, thence
 South 53 degrees 44 minutes 41 seconds East 1070.17 feet, thence
 North 80 degrees 23 minutes 52 seconds East 137.34 feet, thence
 North 06 degrees 47 minutes 20 seconds West 260.0 feet, thence
 North 62 degrees 43 minutes 14 seconds West 292.18 feet, thence
 North 60 degrees 56 minutes 43 seconds West 411.83 feet, thence
 North 51 degrees 06 minutes 56 seconds West 796.49 feet, thence
 North 07 degrees 04 minutes 52 seconds East 405.59 feet, thence
 South 64 degrees 43 minutes 20 seconds East 497.65 feet, thence
 North 78 degrees 12 minutes 03 seconds East 758.02 feet, thence
 South 19 degrees 07 minutes 11 seconds East 238.14 feet, thence
 North 70 degrees 05 minutes 46 seconds East 308.42 feet, thence
 North 84 degrees 43 minutes 08 seconds East 597.54 feet, thence
 North 28 degrees 48 minutes 39 seconds East 684.76 feet, thence
 North 72 degrees 48 minutes 05 seconds East 219.83 feet, thence
 South 25 degrees 20 minutes 46 seconds East 315.36 feet, thence
 South 10 degrees 41 minutes 06 seconds East 269.68 feet, thence
 South 09 degrees 16 minutes 38 seconds East 263.82 feet, thence
 South 39 degrees 22 minutes 20 seconds East 234.02 feet

to a point of curve to the left, thence along said curve with a radius of 30 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet, thence

North 50 degrees 37 minutes 40 seconds East 30.0 feet, thence
 North 13 degrees 37 minutes 27 seconds West 196.95 feet, thence
 North 05 degrees 47 minutes 28 seconds East 190.87 feet, thence
 North 06 degrees 07 minutes 04 seconds West 331.95 feet, thence
 North 09 degrees 32 minutes 49 seconds West 115.70 feet, thence
 North 28 degrees 49 minutes 37 seconds West 548.97 feet, thence
 North 34 degrees 32 minutes 58 seconds West 220.01 feet, thence
 South 38 degrees 18 minutes 07 seconds West 969.60 feet, thence
 South 83 degrees 25 minutes 05 seconds West 654.31 feet, thence
 North 87 degrees 07 minutes 35 seconds West 946.95 feet, thence
 North 61 degrees 51 minutes 56 seconds West 408.39 feet, thence

North 16 degrees 10 minutes 39 seconds East 305.08 feet, thence
 South 83 degrees 09 minutes 26 seconds East 100.72 feet, thence
 North 08 degrees 11 minutes 16 seconds East 140.43 feet, thence
 North 15 degrees 22 minutes 28 seconds West 324.84 feet, thence
 South 87 degrees 46 minutes 37 seconds East 100.00 feet, thence
 North 13 degrees 45 minutes 57 seconds West 380.0 feet, thence
 North 70 degrees 59 minutes 47 seconds West 558.97 feet, thence
 South 65 degrees 56 minutes 20 seconds West 229.07 feet, thence
 North 88 degrees 40 minutes 20 seconds West 20.56 feet, thence
 South 31 degrees 31 minutes 47 seconds West 193.04 feet

to a point on a curve concave to the Easterly, thence from a tangent bearing of South 15 degrees 00 minutes 40 seconds West run Southerly along said curve with a radius of 300.00 feet, through a central angle of 36 degrees 48 minutes, for an arc length of 192.68 feet, thence

South 28 degrees 01 minute 37 seconds West 304.16 feet, thence
 South 33 degrees 07 minutes 12 seconds West 202.38 feet, thence
 South 77 degrees 20 minutes 36 seconds West 73.51 feet, thence
 North 05 degrees 20 minutes 22 seconds East 172.38 feet

to a point of curve to the left, thence along said curve with a radius of 128.55 feet, through a central angle of 57 degrees 08 minutes 19 seconds, for an arc distance of 128.20 feet, thence North 51 degrees 47 minutes 57 seconds West 120.00 feet to a point of curve to the right, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees, for an arc distance of 47.12 feet, thence South 38 degrees 12 minutes 03 seconds West 120.0 feet to a point on a curve concave to the Southerly, thence from a tangent bearing of North 38 degrees 12 minutes 03 seconds East run Northeasterly and Southeasterly along said curve with a radius of 30.00 feet, through a central angle of 90 degrees, for an arc distance of 47.12 feet, thence

South 51 degrees 47 minutes 57 seconds East 100.0 feet, thence
 South 02 degrees 47 minutes 30 seconds East 385.82 feet, thence
 South 33 degrees 06 minutes 40 seconds East 249.15 feet, thence
 North 85 degrees 42 minutes 41 seconds East 16.86 feet, thence
 South 05 degrees 57 minutes 13 seconds East 118.12 feet

to a point of curve to the right, thence along said curve with a radius of 138.79 feet, through a central angle of 44 degrees 01 minute 19 seconds, for an arc distance of 106.64 feet, thence South 38 degrees 04 minutes 06 seconds West 148.88 feet to a point of curve to the left, thence along said curve with a radius of 148.06 feet, through a central angle of 54 degrees 33 minutes 10 seconds, for an arc distance of 140.97 feet, thence South 16 degrees 29 minutes 04 seconds East 52.32 feet to a point of curve to the left, thence along said curve with a radius of 137.44 feet, through a central angle of 38 degrees 13 minutes 20 seconds, for an arc distance of 91.69 feet, thence

South 54 degrees 42 minutes 24 seconds East 74.78 feet, thence
 South 38 degrees 27 minutes 06 seconds West 245.08 feet, thence
 South 67 degrees 10 minutes 24 seconds West 572.25 feet, thence
 North 06 degrees 07 minutes 18 seconds West 156.90 feet, thence
 North 18 degrees 23 minutes 07 seconds West 634.17 feet, thence
 North 00 degrees 18 minutes 57 seconds West 163.33 feet, thence
 North 75 degrees 57 minutes 40 seconds West 105.46 feet

to the POINT OF BEGINNING: containing 185.47 acres, more or less.

589816

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

AUG 31 2 42 PM 1982

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

OR 1037 PG 1135

SPECIAL COVENANT

STATE OF FLORIDA)
COUNTY OF LEON) ss.

KNOW ALL PERSONS BY THESE PRESENTS:

That this Declaration of Covenant, made and entered into
this 27 day of August, 1982, by KILLEARN LTD., a Louisiana
limited partnership, hereafter referred to as "Owner";

W I T N E S S E T H :

WHEREAS, Owner is the record title holder of the real prop-
erty described in Special Restrictive Covenants recorded in the
public records of Leon County, Florida in Official Records Book
993 at Page 446, and by reference specifically made a part hereof,
which is also known as the Killearn Golf and Country Club in Leon
County, Florida, and shall hereafter be referred to as "Golf
Course"; and

WHEREAS, Owner wishes to acknowledge certain obligations
pertaining to a continuing use of said "Golf Course" pursuant to
prior agreement, which right of user is calculated to run with
the land involved; and

WHEREAS, Owner desires that this covenant be in addition
to other pertinent recorded covenants,

NOW, THEREFORE, the Owner declares that the real property
hereafter described shall also be held, transferred, sold, conveyed
and occupied subject to the following covenant, which is in addition
to other recorded covenants:

ARTICLE I.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred,
sold, conveyed and occupied subject to this Declaration is a parcel
of land located in Leon County, Florida, as is more particularly
described in Official Records Book 993 at Page 446, less and except
that land described in Official Records Book 1037 at Page 1131,
and which description is by reference made a part hereof.

Horne, Rhodes, Jaffry, Horne & Currouth

ARTICLE II.

TERM AND CONDITIONS

The rights, privileges, conditions and term created by that certain "Membership Agreement" dated January 23, 1981 between Killearn Properties, Inc. and Combined Equity Properties, Inc. are hereby ratified and established. The privileges of user established by said agreement are hereby deemed by Owner to be a covenant running with the land and shall bind its successors and assigns for the term hereof.

ARTICLE III.

DURATION

This covenant shall run with and bind the land described herein and shall inure to the benefit of Killearn Properties, Inc. or the third party beneficiaries of the contract herein identified for a period of time ending upon the death of the survivor as between the Chairman and the Vice Chairman of the Board of Directors of Killearn Properties, Inc. holding such office on the date of recordation hereof, but not sooner than ten (10) years from date hereof.

IN WITNESS WHEREOF, said partnership has caused this instrument to be signed in its name and its seal to be hereunto affixed on this 27th day of August, 1982.

Signed, sealed and delivered in the presence of:

KILLEARN, LTD.

By Combined Equities, Inc.
Its General Partner

Kimberly A. Holstein
John Peters

By: [Signature]
Senior Vice President

BY: JSMB, Ltd., a Louisiana
Limited Partnership

BY: [Signature]
An Authorized General Partner

OR1037PG1137

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and Parish aforesaid to take acknowledgements, personally came and appeared Glenn C. Bodin, to me known to be the person described as an Authorized General Partner of JSHB, Ltd., a Louisiana Limited Partnership, which partnership is general partner of KILLEARN, LTD., a Louisiana Limited Partnership and who executed the above and foregoing Special Covenant and acknowledged before me that that person executed the foregoing Special Covenant in the name of and for JSHB, Ltd., a Louisiana Limited Partnership, in its capacity as general partner of KILLEARN, LTD., a Louisiana Limited Partnership; that he is duly authorized to so act on behalf of JSHB, Ltd., a Louisiana Limited Partnership that JSHB, Ltd., is a general partner of KILLEARN, LTD., a Louisiana Limited Partnership and that JSHB, Ltd., is authorized to act on behalf of the KILLEARN, LTD., a Louisiana Limited Partnership and that the foregoing Special Covenant is the act and deed of the KILLEARN, LTD., a Louisiana Limited Partnership.

WITNESS my hand and official seal in the Parish and State named above this 27 day of August, 1982.

S. D. Bernard
NOTARY PUBLIC



STATE OF LOUISIANA

DR1037PG1138

PARISH OF EAST BATON ROUGE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and Parish aforesaid to take acknowledgements, personally came and appeared Glenn C. Bodin, to me known to be the person described as an Authorized General Partner of JSHB, Ltd., a Louisiana Limited Partnership, which partnership is general partner of KILLEARN, LTD., a Louisiana Limited Partnership and who executed the above and foregoing Special Covenant and acknowledged before me that that person executed the foregoing Special Covenant in the name of and for JSHB, Ltd., a Louisiana Limited Partnership, in its capacity as general partner of KILLEARN, LTD., a Louisiana Limited Partnership; that he is duly authorized to so act on behalf of JSHB, Ltd., a Louisiana Limited Partnership that JSHB, Ltd., is a general partner of KILLEARN, LTD., a Louisiana Limited Partnership and that JSHB, Ltd., is authorized to act on behalf of the KILLEARN, LTD., a Louisiana Limited Partnership and that the foregoing Special Covenant is the act and deed of the KILLEARN, LTD., a Louisiana Limited Partnership.

WITNESS my hand and official seal in the Parish and State named above this 27 day of August, 1982.


NOTARY PUBLIC



MODIFICATIONS TO SPECIAL COVENANT

WHEREAS, KILLEARN, LTD., a Louisiana limited partnership (Owner) did on August 27, 1982, record at O.R. Book 1037, Page 1135, Public Records of Leon County, a "Special Covenant" affecting certain real property as described in O.R. Book 993, Page 446 of the Public Records of Leon County, Florida;

WHEREAS, the real property described in O.R. Book 993, Page 446 of the Public Records of Leon County, Florida, is now owned by RESORT CLUB PROPERTIES, A Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina (Resort), and

WHEREAS, Resort and Killearn Properties, Inc. modified the underlying match Agreement by a document of even date herewith and find it necessary and desirable to amend the "Special Covenant" in the following manner:

Article II shall be amended to read as follows:

Article II
Terms and Conditions

The rights, privileges, conditions and terms created by that certain "Membership Agreement" dated January 23, 1981, between Killearn Properties, Inc. and Combined Equity Properties, Inc. as amended on May 29, 1987, are hereby notified and established. The privileges of user established by said agreement are hereby deemed by Resort to be a covenant running with the land and shall bind its successors and assigns for the term hereof.

Article III shall be amended to read as follows:

Article III
Duration

This covenant shall run with and bind the lands described herein and shall inure to the benefit of Killearn Properties, Inc. and the third party beneficiaries of the Membership Agreement for

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RECORDS OF LEON CO. FLA.
JUN 29 3 29 PM '87
PAUL E. HARTSFIELD
CLERK OF CIRCUIT COURT

825535

a period of ten (10) years from the date of this modification at which time it shall be of no further force and effect and at such time Killearn Properties, Inc. and any third party beneficiaries shall execute such documents reasonably requested by the then owner of the property described at O.R. Book 993, Page 446 of the Public Records of Leon County, Florida, to evidence the same.

IN WITNESS WHEREOF, Resort and Killearn Properties, Inc. have caused this instrument to be signed in its name and its seal to be affixed hereto on the 29th day of May, 1987.

Signed, Sealed and Delivered
in the Presence of:

Barbara K. Hill

Quaric M. Hagan

KILLEARN PROPERTIES, INC.

BY: W.J. Boynton, Jr. (SEAL)
W.J. Boynton, Jr.
Its Vice-President

RESORT CLUB PROPERTIES, A
Limited Partnership

BY: One S.M.G., Inc.
Its General Partner

BY: John G. Williams (SEAL)
as Its Vice-President

STATE OF
COUNTY OF

The foregoing was acknowledged before me this 21st day of May, 1987, by W.J. Boynton, Jr., as Vice President of KILLEARN PROPERTIES, INC., a Florida corporation, on behalf of the corporation.



Barbara K. Hill
Notary Public, State of
Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 1, 1989
Dated This 29th day of May, 1987.

OR126470998

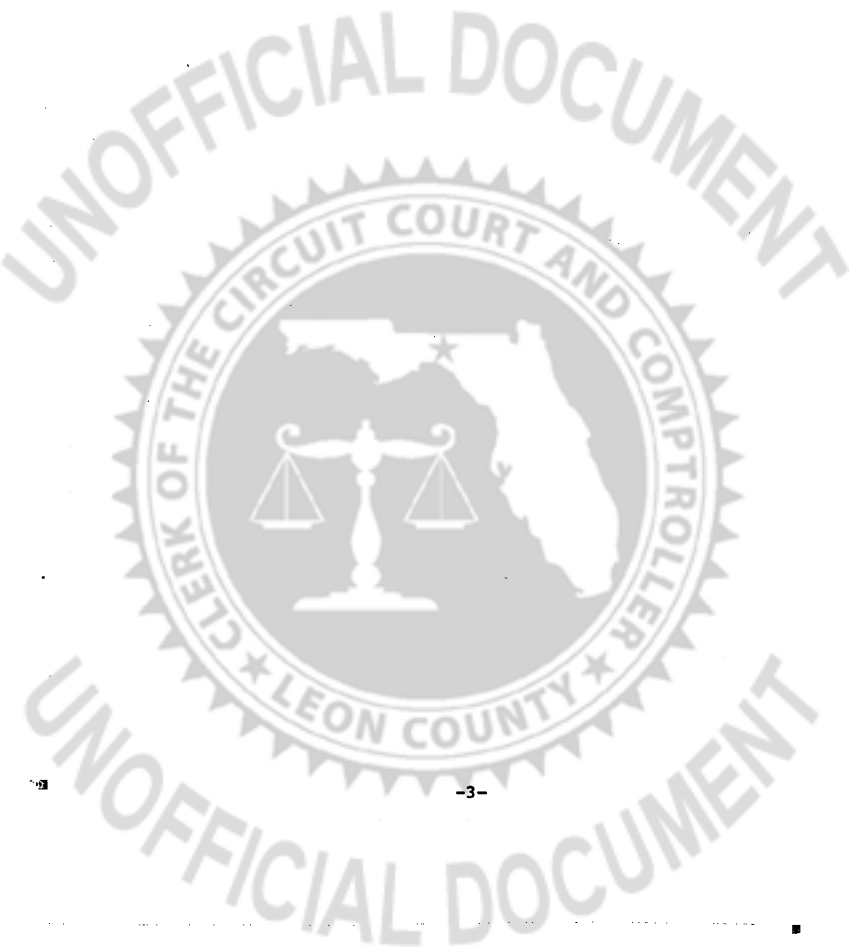
STATE OF Florida
COUNTY OF Alachua

The foregoing was acknowledged before me this 29th day of May, 1987, by James D. Salter as Vice President of ONE S.M.G., INC., a South Carolina corporation, the General Partner of RESORT CLUB PROPERTIES, A Limited Partnership, organized and existing under the laws of South Carolina, on behalf of the partnership.



James D. Salter
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 24, 1990



1133686

015620931

RECORDED IN THE PUBLIC

MAY 15 11 44 AM '92

CLERK OF DISTRICT COURT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the improvements placed upon the herein referred property and other good and valuable considerations, KILLEARN PROPERTIES, INC., pursuant to those certain restrictive covenants dated April 29, 1981 and recorded April 30, 1981 in Official Records Book 993, Page 427, of the Public Records of Leon County, Florida, does hereby approve and agree to the Restrictive Covenants herein this 27th day of March, 1991.

WITNESSES:

Donna L. H. Hixson
Kimi L. Barkley

KILLEARN PROPERTIES, INC.

By: David K. Williams
 It's President
 Vice

ATTESTED:

By: Chuanice M. Hagan
 It's Secretary

STATE OF FLORIDA
 COUNTY OF LEON

BEFORE ME personally appeared David K. Williams and Chuanice M. Hagan, to me known to be the individuals described in and who executed the foregoing instrument as ^{Vice} President and Secretary, respectively, of the above named KILLEARN PROPERTIES, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such ^{Vice} President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal, this 27th day of March, 1991.

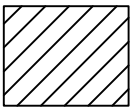
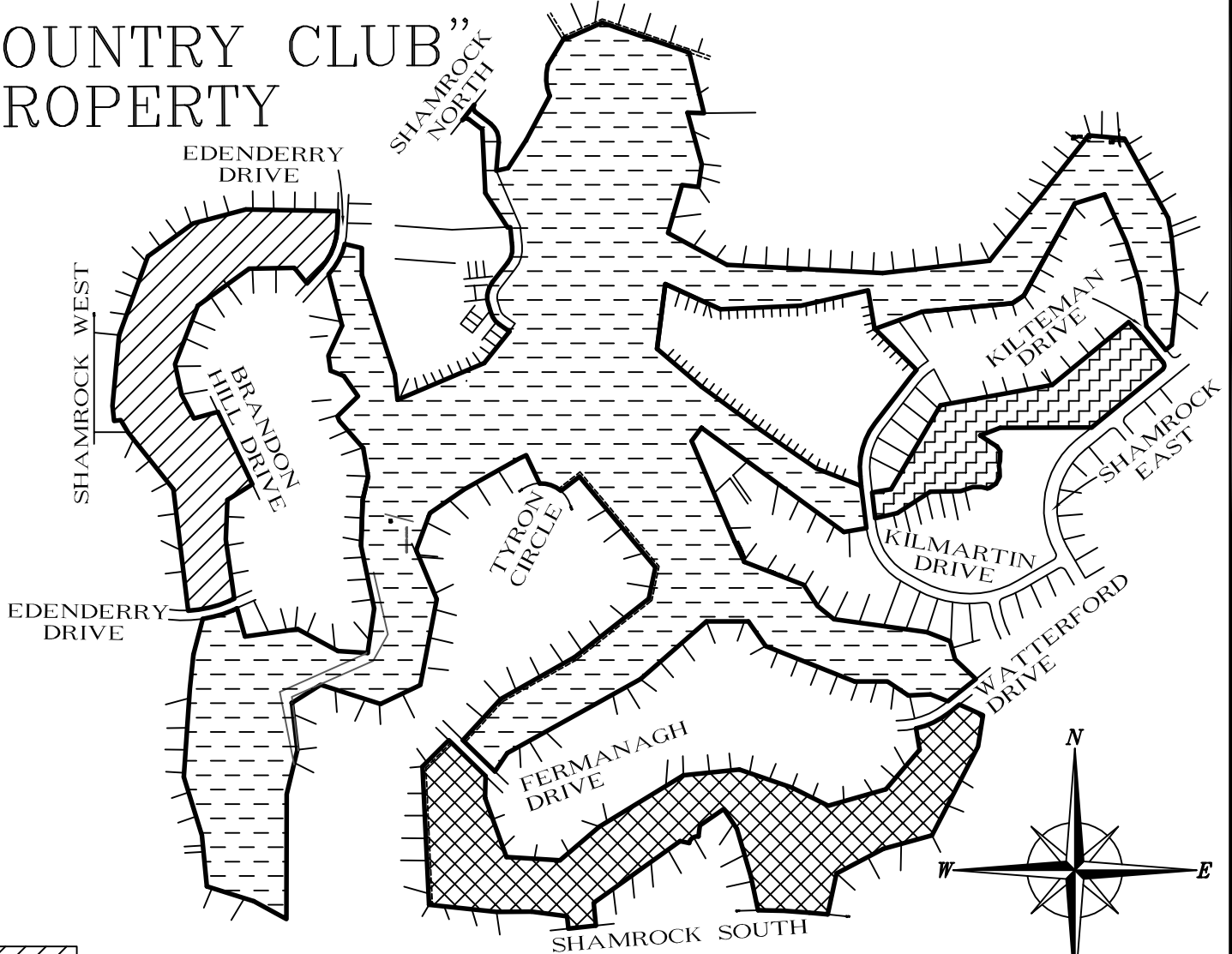
(Seal)

Kimi L. Barkley
 NOTARY PUBLIC
 MY COMMISSION EXPIRES

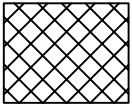
This instrument prepared by: DEBBIE DIXON
 an officer of FIRST AMERICAN TITLE CO. OF FLORIDA, INC.
 2807 Remington Green Circle, Tallahassee, Florida 32308
 Pursuant to the issuance of title insurance.

APPENDIX B

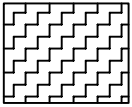
"ENTIRE GOLF COURSE PROPERTY" ALSO KNOWN AS THE "KILLEARN COUNTRY CLUB" PROPERTY



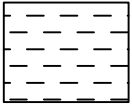
AREA I - HOLES 6 AND 7, OLD COURSE (27.58 ACRES)



AREA II - HOLES 13, 14, 15 AND 16, OLD COURSE (40.12 ACRES)



AREA III - HOLES 2 AND 3, NEW COURSE (14.18 ACRES)



AREA IV - HOLES 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 17, 18 - OLD COURSE; HOLES 1, 4, 5, 6, 7, 8, 9 - NEW COURSE; COUNTRY CLUB SITE (184.67 ACRES)



Broward Davis & Assoc., Inc.

Land Surveying/Mapping/Geomatics/Cartography/GPS

2228 CAPITAL CIRCLE N.E.
TALLAHASSEE, FL. 32308
(850) 878-4195

CLIENT:

SAVE KILLEARN

JOB NO.: 64.424

DATE: 10.30.2014

SCALE: 1"=1000'

PSR NO.: 24028

REVISIONS:

NOTEBOOK: n/a

SHEET:

1

THIS IS NOT A SURVEY, DRAWING FOR INFORMATION ONLY.
SOURCE: PRIOR SURVEY WORK.

APPENDIX C

[illegible]

Land Surveying/Mapping/Geomatics/Cartography/GPS

CLIENT:

SAVE KILLEARN

DATE: 10.30.2014

SCALE: 1"=200'

REVISIONS:

SHEET:

THIS IS NOT A SURVEY, DRAWING FOR INFORMATION ONLY.
SOURCE: PRIOR SURVEY WORK & GOOGLE EARTH.

APPENDIX D

Killearn golf course makeover elicits controversy

Gerald Ensley, Tallahassee Democrat 12:33 p.m. EDT October 9, 2014



(Photo: Gerald Ensley/Democrat)

Killearn Country Club and Inn — whose golf course once hosted legends such as Arnold Palmer and Lee Trevino — needs a major makeover. Or seven years from now, its owner said, the course may be eradicated completely.

Longtime owner Barton Tuck addressed a disgruntled, standing room only crowd of more than 150 club members Wednesday evening to outline his plans to resuscitate the 27-hole golf course that opened in 1966 — and has been little changed since.

Tuck told members he wants to close the North Course, the least-used of the three nine-hole layouts, and sell part of the property to raise the \$4 million to \$5 million he said is needed to repair, rebuild and modernize the golf and tennis club. He said if members veto his plan, he will sell the course to developers by 2021 — when covenants that protect the golf course expire and would allow the entire course to be replaced with single family homes.

Tuck is owner and president of Wingfield Golf, a South Carolina company that manages or owns eight golf courses. Tuck, 76, has owned Killearn since 1987.

Facing opposition from North Course homeowners who said the change would hurt their property values, as well as questions from club members concerned about the logistics of the plan, Tuck said he was trying to “save this club.”

“I’m not taking any money home; I’m trying to get this club back to where you can be proud of it and Killearn Estates can be proud of it,” Tuck said. “I think we have a good plan. It won’t make everyone happy. But it will make a lot of people happy.”

Tuck’s plans call for putting the first six holes of the North Course in a conservation easement, which keeps them from being developed. He would then sell 35 acres of the other three holes and adjacent property to a developer, who would likely build 300 to 400 multi-family apartments.

Tuck would then demolish the nearly 50-year-old pro shop, clubhouse and restaurant — all of which have maintenance and layout problems — and replace them with new structures. He plans to move the driving range and practice facilities, improve the eight tennis courts and repair or replace the “antiquated” swimming pool. He said he would demolish the once popular 37-room hotel to focus “on being a country club.”

Tuck said the makeover would likely take two years. After that, within the next three or four years, Tuck said he would rehabilitate the East and South nine-hole layouts, with new greens and a new irrigation system.

“We’ve got to get one project finished (new structures) before we go on to another,” he said. “Right now, this (clubhouse) building is so bad, it’s a disgrace.”

The Killearn golf course was built in 1966 by Tallahassee native J.T. Williams as part of his development of Killearn Estates, where the first homes were built in 1965. Killearn Estates, with nearly 4,000 properties, is now the largest subdivision in Tallahassee.

Killearn Country Club was Tallahassee’s second-ever country club (after Capital City Country Club in 1914). For many years, Killearn was Tallahassee’s definition of “swanky,” as it attracted a new generation of movers and shakers as members, hosted pro golf tournaments and offered fine dining and upscale lodging.

Williams sold the club to other owners twice before selling it in 1987 to Tuck. Tuck’s company, which once operated as many as 35 golf courses, ran the club until 1995, when he turned it over to American Golf, a golf management company. Tuck is in the process of severing his relationship with American Golf and will resume operation of Killearn Country Club.

Killearn hosted a PGA Tour tournament, the Tallahassee Open, from 1969 through 1989. Trevino won the 1971 tournament; Palmer shot a then-course record 62 during a practice round in 1976. The course also hosted an LPGA tournament, the Centel Classic, from 1990 to 1993. The first two LPGA tournaments were won by LPGA Hall of Famers Beth Daniel and Pat Bradley.

Killearn Golf Course originally comprised only 18 holes, today’s South and East nines. The North Course, also known as The Narrows, was added in the early 1980s.

Tuck said he wants to abandon the North course because it's little-used while still consuming money for maintenance. The golf course averages 35,000 rounds a year – but only about 2,200 of them include the North course.

“It’s simply not being used by the members. It’s just not feasible to keep it,” he said. “Clubs can’t do what they did 10 years ago; (golf) is not a roaring hot industry.”

Tuesday, Tuck shared his plan with the nine-person Killearn Homeowners Association Board. A local online newspaper’s report of that meeting galvanized Killearn members and homeowners, who thronged Wednesday’s meeting. The most vociferous opposition to Tuck’s plan came from North Course homeowners, who said losing a golf course behind them — or adding apartments — would diminish their property values.

Tuck needs the approval of club members to remove the covenant protecting the North course as a golf course. The club, which once had more 1,500 members, currently has 500 members. Ballots will be mailed to members next week, and they will have a month to return their ballots.

“I paid a premium price for a golf course home,” a North Course homeowner identified as Pat told Tuck. “I’m going to fight this. I plan to exercise every legal right I have to protect my home and property.”

A developer would need a zoning change to build anything on the North Course except single family homes. Tuck took his plan to the homeowners association on Tuesday, in hopes of getting their support for a zoning change.

Brad Trotman, executive director of the Killearn Homeowners Association, said his association is concerned about the effect of 400 new housing units on traffic and, particularly, stormwater. The Killearn homeowners have been seeking stormwater and lake pollution improvements from the city for years without success.

“I don’t know what our board will decide to do. There are many, many things unanswered that will have to be addressed,” Trotman said. “(But) if Killearn is going to stay viable as a country club and bring prosperity to the community, it needs to be remodeled. This is the only viable option we’ve been presented.”

Tuck said if his plan is approved he would also seek to extend the covenants protecting the rest of the golf course at least 40 years beyond their current expiration in 2021. He said he’s talked with developers interested in purchasing the entire course to redevelop as homes if the covenants are allowed to expire in 2021.

“I’ll go back to Greenville (S.C),” Tuck said. “I’m not interested in building homes in your back yards.”

Read or Share this story: <http://on.tdo.com/1vTYWHi>



MORE STORIES

[Crime report](/story/news/local/2014/10/30/crime-report/18199265/)
[\(/story/news/local/2014/10/30/crime-report/18199265/\)](/story/news/local/2014/10/30/crime-report/18199265/)

Oct. 30, 2014, 5:41 p.m.

[Court orders Judge Judith Hawkins be removed from the bench](#)

APPENDIX E

This instrument prepared by and
after recording return to:

Tax Parcel Identification Number:

----- (Space above this line for recording data) -----

DEED

THIS DEED is made this _____ day of _____ 20 ____ between,

, hereinafter "Grantor", and

, hereinafter "Grantee":

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH:

THAT SAID GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, remise, release and quit-claim all legal right, title, claim or interest to the Grantee, that the Grantor may possess of record or otherwise in and to the following described land, situate, lying and being in Leon County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as "Purchase Right Property."

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS DEED is delivered in furtherance of the direction of the Court in [case citation to come]. The Court has retained jurisdiction in said matter.

THE COURT HAS PROVIDED certain declaratory relief and guidance concerning the partition of that certain Excluded Area from the Purchase Right Property (as also more particularly described in Exhibit A hereto), and accordingly the Grantor and Grantee shall retain the use of, cooperate and share in the use of open areas on the Purchase Right Property and Excluded Area, as same exist from time to time, and adjacent to or reasonably serving the Purchase Right Property or the Excluded Area, to wit:

1. There is reserved to Grantor and granted to the Grantee a non-exclusive cross easement appurtenant to the Purchase Price Property and the Excluded Area over, across, under, and through the Purchase Right Property and Excluded Area for vehicular, pedestrian, and visitor access, ingress and egress, for underground utilities or or similar service of every kind, for maintenance, for service personnel, for deliveries and operations, for demolition, reconstruction, refurbishment, utility relocation, upgrade, improvement or construction purposes, including temporary construction and staging areas (which shall be temporarily fenced with opaque fencing for safety and aesthetic purposes by the party undertaking such activities), and governmentally permitted stormwater drainage over the reasonably most minimum and unobtrusive open area necessary, all of which avoids interference with access, traffic, golfing play, golf course related operations, and country club related operations in the least obtrusive manner and over the shortest period reasonably possible. When necessary, such uses shall be reduced to a specific easement consistent with this covenant to accommodate third parties or as directed by the Court. The cost of any utility-related improvements may be shared by the parties; but absent agreement, paid for by the party seeking any improvements.

2. All parking on the Purchase Price Property, as now or hereafter available on paved surfaces or as Grantee may cause to be reconfigured or expanded, shall be available on a nonexclusive basis to visitors, invitees, and guests of the Grantor and Grantee; provided, however, that such parking shall be managed by the party responsible for special events or occasions on the paved surfaces of the respective properties upon advance written notice, and the parties shall accommodate each other's continued uses and cooperate to orderly control traffic and use of the parking capacity in the normal course of business and for special events and occasions.

3. The parties covenant to and are charged with employing good and cooperative judgment, planning, cooperation and advanced notice to each other customary to the golfing and country club industry.

4. In entering upon the Purchase Price Property or Excluded Area for any purpose, the Grantor and Grantee and their respective agents shall be obligated to use care to protect against injury by third parties, act in accord with prudent safety protocol, and promptly restore any property disrupted to as good as or better condition at the expense of the party making such entry. On an annual basis, each of the Grantee and Grantor may require the other to name them as an additional insured and provide proof of reasonable insurance coverages for liability associated with the use or entry rights provided for herein.

AS A CONDITION SUBSEQUENT to the right of third-party beneficiaries of this covenant, being all owners of property within the Killearn Estates development and all users of the Purchase Right Property for golfing purposes, Grantor imposes and Grantee accepts, a special restriction, restricting the use of the Purchase Right Property for golfing and any associated purposes as a 27-hole golf course for an additional twenty (20) year period from the date of this Deed. In the event of abandonment of the Purchase Right Property by Grantee as a 27-hole golf course within such twenty-year period, title to the Property shall revert to the Grantor. Any assignment or conveyance of such right of reverter shall not be effective unless and until recorded in the Official Records of Leon County.

SUCH REVERSION shall not be deemed to occur if all or any portion of the golfing operations cease or are closed for refurbishment, substantial maintenance, improvement or repair, reseeded, re-design, construction or a similar activity designed to ultimately continue golfing operations and not otherwise to abandon same.

THE COVENANTS AND EASEMENT RIGHTS APPURTENANT described herein run with, touch, and concern the Purchase Right Property and the Excluded Area.

IN WITNESS WHEREOF, Grantee, has considered, confirms and accepts this Deed and the provisions and covenants herein and agrees to bound hereby.

GRANTEE: [TO COME]

(SEAL)

By: _____
[NAME AND TITLE]

STATE OF
COUNTY OF

The foregoing deed was acknowledged before me this _____ day of _____, 20____ by _____, on behalf of _____. He [] is personally known to me or [] has produced _____ (type of identification) as identification.

(Notary Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written, confirms provisions and covenants herein and agrees to bound hereby.

GRANTOR: [TO COME]

(SEAL)

By: _____
[NAME AND TITLE]

STATE OF
COUNTY OF

The foregoing deed was acknowledged before me this _____ day of _____, 20____ by _____, on behalf of _____. He [] is personally known to me or [] has produced _____ (type of identification) as identification.

(Notary Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

EXHIBIT "A"

**[To be composed of ENTIRE GOLF COURSE PROPERTY, less the
EXCLUDED AREA, which shall result in the PURCHASE RIGHT
PROPERTY conveyed by this Deed.]**