

This instrument was prepared by
or under the supervision of,
AND WHEN RECORDED, RETURN TO:
Daniel E. Manausa, Esquire
Manausa Law Firm, P.A.
1701 Hermitage Blvd, Suite 100
Tallahassee, FL 32308

AGREEMENT IMPOSING RESTRICTIVE COVENANTS

THIS AGREEMENT IMPOSING RESTRICTIVE COVENANTS ("**Agreement**") is made this 31 day of March, 2017 (the "**Effective Date**"), by and between **KILLEARN HOMES ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**KHA**"), having a mailing address of 2705 Killarney Way, Tallahassee, Florida 32309, and **PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP (F/K/A RESORT CLUB PROPERTIES, a Limited Partnership)**, a foreign limited partnership authorized to transact business in the State of Florida ("**Palmetto**"), having a mailing address of 117 Manly Street, Greenville, South Carolina 29601.

RECITALS

A. Palmetto is the owner, in fee simple, of the real property described more particularly described in **Exhibit "A"** attached hereto (the "**Property**").

B. Palmetto wishes to sell portions of the Property for residential development which requires zoning and comprehensive plan amendments that must be approved by regulatory governing bodies.

C. The Property is surrounded by the platted boundaries of Killearn Estates ("**Killearn Estates**") in Leon County, Florida, although not a part of the platted subdivision.

D. KHA is the homeowners' association that operates and governs Killearn Estates and represents all of the homeowners within its platted boundaries.

E. Palmetto requests that KHA support and otherwise refrain from opposing its request for rezoning and comprehensive plan amendment with respect to the use and future development of the Property.

F. KHA has agreed to refrain from opposing Palmetto's request for rezoning and comprehensive plan amendment and residential redevelopment on the condition that Palmetto impose certain protective and restrictive covenants on the Property for the purpose of protecting the value and desirability of the Property and the properties within Killearn Estates.

G. The parties have and hereby again agree that all review mechanisms and discretionary approvals referenced herein, whether from Owner, KHA, or the Architectural Control Committee ("**ACC**"), must not be unreasonably withheld, delayed, or denied. Compliance with reasonable ACC standards as promulgated and amended by KHA shall illustrate compliance with this duty.

NOW, THEREFORE, in consideration of the hereinabove set forth premises and in accordance with the parties' Agreement, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Term and Duration.** The term and duration of this Agreement, including without limitation the covenants and restrictions contained herein, shall be for a period of fifty (50) years from their recording date, after which time they will be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the of the Board of Directors of KHA has been recorded, agreeing to terminate said covenants and restrictions in whole or in part, provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every member of KHA at least ninety (90) days in advance of any action taken.

3. **Restrictive Covenants.** Palmetto does hereby set up, establish, promulgate, and declare the following covenants, restrictions, obligations, and conditions to apply to all of the Property and to all persons owning portions of said Property, or any of them hereafter, which for the purpose of protecting the value and desirability of the Property and the properties within Killearn Estates, and which shall become effective immediately, and shall run with the land and shall be binding upon Palmetto, Palmetto's successors, assigns, grantees and transferees obtaining title from and through Palmetto:

a. **Limitation on Development.** None of the Property may be subdivided or further developed except as expressly set forth hereinafter in this Agreement.

b. **Residential Development Area.**

(i) The only part of the Property that may be subdivided is that portion of the Property described on **Exhibit "B-1" and Exhibit "B-2"** attached hereto and by reference incorporated herein (the "**Residential Development Area**").

(ii) That portion of the Residential Development Area described on **Exhibit "C-1"** attached hereto and by reference incorporated herein (the "**SFH Development Area**") will be a community of "housing for older persons" as that term is defined in federal and state fair housing laws consisting of no more than one hundred thirty three (133) single family homes. Each dwelling, if occupied, shall be occupied by at least one (1) person fifty-five (55) years of age or older; provided that, upon written petition, KHA may grant a waiver of this restriction on a case-by-case basis so long as such waiver maintains at least eighty percent (80%) of all dwellings in the SFH Development Area being occupied by persons fifty-five (55) years of age or older. KHA may grant such waiver for a limited time period and upon such terms and conditions as deemed necessary by KHA to protect the retirement character of the SFH Development Area. No person under the age of eighteen (18) years of age shall occupy any dwelling; provided, however, that such person may visit as a guest and temporarily occupy such dwelling for periods not to exceed thirty (30) days in any calendar year. A visit to a dwelling that lasts more than four (4) hours on any given day, whether the duration of such visit be continuous or in the aggregate, shall constitute a visit of one (1) day for the purpose of this restriction. Each person under the age of eighteen (18) years of age is allowed to visit for the thirty (30) day period indicated above. KHA shall have the right to extend said period of visitation, upon proper petition, within any calendar year.

KHA shall be responsible for keeping current records reflecting the name, address, and age of the primary occupant of each dwelling within the SFH Development Area and records reflecting the basis for any decisions they may make in carrying out their responsibilities hereunder. All occupants of dwellings in the SFH Development Area must furnish such information and verification as KHA determines is necessary or appropriate to ensure compliance with this restriction and the fair housing laws. KHA may adopt reasonable rules and procedures with regard to implementation and enforcement of these provisions.

In the event that fair housing laws are amended in a manner which causes noncompliance of the age restriction of 55 years of age or older as established herein, then the age restriction of 55 years or older shall be automatically deemed amended to be that age which will result in compliance with the applicable laws.

(iii) That portion of the Residential Development Area Described as Sites A through D on Exhibits "B-2 and C-2" attached hereto shall consist of single family lots. Said lots shall be annexed into the applicable abutting unit of Killearn Estates and shall be subject to the covenants governing same. A joinder to the covenants and plat will be recorded to effectuate the annexation. The lot owners shall be dues paying members of KHA. That portion of the Residential Development Area described on Exhibit "D" attached hereto and by reference incorporated herein (the "**Townhome Development Area**") will be limited to no more than fourteen (14) attached townhomes and no more than 12 living units per acre.

(iv) The homes in the SFH Development Area shall be substantially similar to the homes located in the Greens of Killearn.

(v) A preliminary concept plan for the SFH Development Area is attached hereto and by reference made a part hereof as Exhibit "E". The final site plan and plat of the SFH Development Area must and shall include a minimum of a one hundred twenty five (125) feet wide buffer area ("Residential Development Area Buffer"). The Residential Development Area Buffer is depicted on Exhibit "E".

(vi) The Residential Development Area Buffer shall consist of native vegetation, foliage, shrubbery, and trees, or combination thereof, and must fully comply with all City of Tallahassee land use requirements. KHA shall be afforded input into the planning and implementation of the Residential Development Area Buffer. In addition, as to those areas of the Development Area Buffer with a width of less than two hundred (200) feet from a lot in Kimberton Unit 1 or Killearn Estates Unit No. 40 and the SFH development Area, the plantings and maintenance thereof will be made and maintained with a goal of achieving a dense vegetative visual buffer after the initial few years of growth.

(vii) No site within the Residential Development Area shall be used except for residential and recreational purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than (a) one detached single-family dwelling not to exceed two and one-half stories in height within the SFH Development Area, and (b) one attached or detached single-family dwelling not to exceed two and one-half stories in height within the Townhome Development Area. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

(viii) No structure of a temporary character, basement, tent, shack, shed, carport, garage, barn, or other outbuilding of any type shall be located on any site within the Residential Development Area at any time, except during approved construction. Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however in no event shall the vehicles be visible from the street which runs in front of the property. Notwithstanding the above, the owner(s) of a home may park vehicles in their driveways and guests may park vehicles in driveways.

(ix) No building shall be permitted to be constructed on any on any site within the Residential Development Area except (a) a detached single-family residence not to exceed two and one-

half stories in height and containing in the main structure not less than 1,300 square feet of living area, exclusive of porches, attached garages and patios within the SFH Development Area, and (b) an attached or detached single-family dwelling not to exceed two and one-half stories in height and containing a minimum of 1,000 square feet per living unit, exclusive of porches, attached garages and patios within the Townhome Development Area.

(x) No building shall be located on any site within the Residential Development Area nearer to the front of the property line, rear property line, or nearer to the side street line than the minimum building set-back lines specified on any recorded plat or site plan.

(xi) Within the SFH Development Area:

(1) All building setbacks will be consistent with City of Tallahassee zoning requirements subject to deviations or variances approved and/or required by the City of Tallahassee.

(2) No driveway shall be located nearer than six (6) inches to an interior property line.

(3) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front of property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior property line.

(4) No fence or prominent structure of any kind shall be permitted on the rear 20 feet of any site which has a rear property line adjacent to the Conservation Area, unless approved by the Committee. No fence or prominent structure of any kind shall be permitted on the rear 20 feet of any site which has a rear property line adjacent to any existing lake except that a fence may be constructed within 5 feet of and parallel to each side of property line and extending to the rear property line.

(5) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

(xii) Within the Townhome Development Area, the exterior structure material of exterior walls of dwellings must be in harmony with the Master Plan (as defined below) for the revised country club's clubhouse and amenities.

(xiii) No building within the Residential Development Area shall be placed nor shall any material or refuse be placed or stored on any site within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

(xiv) Each building within the SFH Development Area shall have a functional garage attached to it. In no instance shall the entrance be permitted to face the front lot line of the property unless the garage is enclosed and equipped with doors, or unless approved by the Architectural Review Committee.

(xv) All driveways within the Residential Development Area shall be constructed of concrete or "hot mix" asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural

Control Committee. Except in areas zoned for multi-family use, all walkways and sidewalks shall be constructed of concrete and meet City of Tallahassee code requirements.

(xvi) All house connections within the Residential Development Area for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the building structure in such manner to be acceptable to the governing utility authority.

(xvii) Exterior radio and television antenna installations within the Residential Development Area must be approved in writing by the Architectural Control Committee in advance. Said approval may not be unreasonably withheld, delayed, or denied.

(xviii) No individual water supply system of any type shall be permitted on any site within the Residential Development Area, unless approved in writing by the Architectural Control Committee.

(xix) No individual sewage disposal system shall be permitted on any site within the Residential Development Area.

(xx) No site within the Residential Development Area shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in City provided trash and recycling bins. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(xxi) No window air-conditioning units shall be installed in any side of a building within the Residential Development Area.

(xxii) No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot within the Residential Development Area unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee.

(xxiii) No sign of any kind shall be displayed to the public view on any site within the Residential Development Area except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

(xxiv) No building or structure except the Path (as define below), a screen fence/wall, utilities, or drainage facilities shall be placed or permitted to remain in the Residential Development Area Buffer. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

(xxv) Easements for installation and maintenance of utilities and drainage facilities shall be reserved within the Residential Development Area per the City of Tallahassee's rules and regulations. The easement area of each site and all improvements on it shall be maintained continuously by the owner thereof, except for those improvements for which a public authority or utility company is responsible.

(xxvi) Bridle trail areas, if any, shown on the recorded plats of Killearn Estates or on the recorded plats of the Residential Development Area are to be used only for such purpose, and for utility construction and maintenance. Bridle trails are to be kept clear of fences, shrubbery, gates and cattle crossings, leaves, grass trimmings, limbs or other refuse, and are to be kept in a manner to make possible the use of the bridle trails for horseback riding. In no instance shall the bridle trails be used as an access to carports, garages and driveways.

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

(xxviii) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site within the Residential Development Area, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

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

(xxx) In the event a Lot or home exists in a state and/or condition which violates this Agreement, KHA shall provide the owner of said Lot or home thirty (30) days' notice to cure the default. Absent a cure, (or the proper commencement of a cure if the issue is such that a cure cannot be effectuated in thirty (30) days), KHA shall have the right but not the obligation to provide maintenance on the Lot or home. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, and the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter. The cost of such maintenance shall be assessed against the owner of the Lot or home and shall be a lien against said property and a personal obligation to the owner of same.

(xxxi) No improvements, as defined herein, shall be commenced, erected or maintained upon the Residential Development Area until the following conditions are satisfied:

(1) At the sole cost and expense of the owner of the Residential Development Area and at no cost or expense to KHA, the Townhome Development Area is annexed into Killearn Estates so that the Townhome Development Area becomes KILLEARN ESTATES, UNIT FORTY-THREE, and a declaration of covenants, restrictions, easements, charges and liens for the Townhome Development Area consistent with the restrictive covenants contained in this Agreement and consistent with the covenants for Country Club Villas and approved in writing by KHA is recorded in the Official Records of Leon County, Florida so that all lot owners within the Townhome Development Area are dues paying members of KHA, and that KHA or a sub-association acceptable to KHA is delegated and assigned the powers of maintaining and administering the common properties and facilities within the Townhome Development Area as well as administering and enforcing the covenants and restrictions and collecting and disbursing assessments and charges, and that the covenants and restrictions of said declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by KHA or a sub-association acceptable to KHA, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from their recording date, after which time they will be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3) of the sites within the Townhome Development Area has been recorded, agreeing to terminate said covenants and restrictions in

whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner of sites within the Townhome Development Area at least ninety (90) days in advance of any action taken. KHA shall diligently assist and cooperate with the annexation process if and as required by the City of Tallahassee.

(2) At the sole cost and expense of the owner of the Residential Development Area and at no cost or expense to KHA, the SFH Development Area is annexed into Killearn Estates so that the SFH Development Area becomes KILLEARN ESTATES, UNIT FORTY-FOUR, and a declaration of covenants, restrictions, easements, charges and liens for the SFH Development Area consistent with the restrictive covenants contained in this Agreement and with the covenants for the Greens of Killearn and approved in writing by KHA is recorded in the Official Records of Leon County, Florida so that all lot owners within the SFH Development Area are dues paying members of KHA, and that KHA or a sub-association acceptable to KHA is delegated and assigned the powers of maintaining and administering the common properties and facilities within the SFH Development Area as well as administering and enforcing the covenants and restrictions and collecting and disbursing assessments and charges, and that the covenants and restrictions of said declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by KHA or a sub-association acceptable to KHA, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from their recording date, after which time they will be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3) of the sites within the SFH Development Area has been recorded, agreeing to terminate said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner within the SFH Development Area at least ninety (90) days in advance of any action taken. KHA shall diligently assist and cooperate with the annexation process if and as required by the City of Tallahassee.

(3) The owner of the Residential Development Area, at its sole cost and expense and at no cost or expense to KHA, shall take all steps necessary to insure that the storm water impacts resulting from the new development of the Residential Development Area are in compliance with all applicable rules, regulations and procedures relevant to storm water facilities and conveyance as promulgated by the City of Tallahassee. The Parties recognize and agree that said compliance will reduce, and in some cases eliminate, flooding and drainage issues historically suffered by Abutting Lot Owners caused by stormwater discharged from the Property.

(4) At the sole cost and expense of the owner of the Residential Development Area and at no cost or expense to KHA, that portion of the Residential Development Area Described as Sites A through D on Exhibit "C-2" shall be annexed into the applicable abutting unit of Killearn and a joinder to the covenants and plat will be recorded to effectuate the annexation. The requirement of annexation, but NOT covenant joinder, will be released if opposition from homeowners in the applicable Unit(s) materially and substantially impede the process. KHA shall diligently assist and cooperate with the annexation and joinder process.

(xxxii) Conditions to Transfer.

(1) Prior to any sale, conveyance, lease or transfer of all or part of the Residential Development Area or any rights in the Residential Development Area or all or substantially all of the interest in Palmetto, Palmetto must either (i) deposit \$4,000,000 into an escrow account (the "Escrow Account") with an escrow agent designated by KHA held pursuant to an escrow agreement by and among the designated escrow agent, Palmetto and KHA containing the terms and condition set forth in Subsection xxxii(2) hereinafter

("Escrow Agreement"), or (ii) obtain a construction loan with a fully funded Loan In Progress of not less than \$4,000,000 (the "LIP Account") whereby KHA is an express third party beneficiary to the construction loan documents (the "Construction Loan Documents") containing the terms and condition set forth in Subsection xxxii(2) hereinafter.

(2) The Escrow Agreement or Construction Loan Documents, as applicable, must include the following terms and conditions: (i) that other than distributions required by the lender as to the portion of the funds NOT obtained from the sale of the Residential Development Area in the event of default, each and every distribution from the Escrow Account or LIP Account, as applicable, shall require the prior written consent of KHA to insure the funds are utilized per this Agreement, (ii) that the funds in the Escrow Account or LIP Account, as applicable, shall be solely and exclusively utilized to renovate, or construct new, amenities of the country club located on the Property including the clubhouse, locker rooms, pro-shop, dining areas and kitchen facilities, parking lot, championship 18-hole golf course, tennis facilities, pool area, fitness facilities, maintenance shop, driving range, and other related amenities of the country club; the associated costs of needed permits, fees, and engineers, architects and contractors; and for improvements to the Conservation Area and other renovations and improvements set forth in this Agreement along with purposes dictated by the lender, if any, (iii) that Palmetto has retained an architect as of the effective date of the Escrow Agreement or Construction Loan Documents, as applicable, to accomplish the improvements and renovations, (iv) that after relocation of the driving range, the new or renovated club house will receive a majority of the \$4,000,000 and shall be the primary focus of the project, (v) that the improvements and renovations shall include the construction of paths throughout the Conservation Area to afford access to the country club from home sites within Killearn Estates abutting the Conservation Area (the "Paths"), (vi) that the improvements and renovations shall include the placement of proper signage describing the restrictions of the Conservation Area in areas approved by KHA ("Restriction Signs"), (vii) that the improvements and renovations shall include the filling and sodding of the sand traps located within the Conservation Area, (viii) that Palmetto will diligently (with time being of the essence for completion of the renovations) complete the improvements and renovations.

(3) Any attempt to sell, convey, lease or transfer all or part of the Residential Development Area or any rights in the Residential Development Area or all or substantially all of the interest in Palmetto without satisfying all the conditions set forth in Subsections xxxii(1) and (2) hereinabove shall be deemed a breach of this Agreement and shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, transferee, tenant or lessee.

(xxxiii) No property owner, without the prior written approval of KHA, may impose, modify, or cancel any additional covenants or restrictions on any part of the Residential Development Area.

c. **Conservation Area.**

(i) The following uses are expressly prohibited on that portion of the Property identified on **Exhibit "F"** attached hereto and by reference incorporated herein (the "Conservation Area"):

(1) the construction or placing of structures on, above, or below the ground, including but not limited to buildings, roads, billboards or other advertising; utilities, signs, or other structures, except for the Paths (as hereinafter defined), utilities, storm water and utility infrastructure, irrigation equipment, and Restriction Signs (as hereinafter defined).

(2) the dumping or placing of soil or other substance or material as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials, except for the filling and sodding of the sand traps within the conservation area;

(3) the removal or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species or removal required by the City of Tallahassee or as required to construct storm water systems or utility infrastructure;

(4) the exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface; and

(5) the use of motorized vehicles, including All-Terrain Vehicles, of any type except that KHA members owning a home site within Killearn Estates shall be permitted to use motorized golf carts.

(ii) Use of the Conservation Areas will be restricted to members of KHA and their guests. Members of KHA shall have a right and easement of enjoyment in and to the Conservation Area, subject to the limitations set forth in the covenants and restrictions applicable to property owned by a KHA member.

(iii) No property owner, without the prior written approval of KHA, may impose, modify, or cancel any additional covenants or restrictions on any part of the Conservation Area.

(iv) Upon written request by KHA, Palmetto shall, at its sole cost and expense and at no cost or expense to KHA, grant and convey a perpetual conservation easement, as defined in Section 704.06, *Florida Statutes*, consistent with the terms of this Agreement burdening the Conservation Area for and in favor of a governmental body, governmental agency, charitable corporation or charitable trust which shall run with the land and remain in full force and effect forever, and which shall grant KHA a third-party right of enforcement.

(v) At all times, the owner of the Conservation Area will be required, and at its sole costs and expense and at no expense of KHA, to maintain the Conservation Area, to keep the existing grass cut no less than every four (4) weeks, or more often if needed to keep the Conservation Area walkable and in an ascetically pleasing condition, during the months of April through September and on an as needed basis during the other months but no less than once every six (6) weeks, and to otherwise keep the Conservation Area free of trash. The foregoing maintenance obligations will require the owner of the Conservation Area to add fill dirt and sod existing sand traps, and employ a clean-up crew who will patrol the Conservation Area no less frequently than once every fifteen (15) days for removal of debris and any other necessary work to be in compliance its maintenance obligations. If the owner of the Conservation Area fails to perform the maintenance of the Conservation Area in accordance with this Agreement, then KHA shall have the right to tender a default notice to the owner with a fifteen (15) day cure period. Absent such cure, (or the proper commencement of a cure if the issue is such that a cure cannot be effectuated in fifteen (15) days), KHA shall have the right but not the obligation to provide the maintenance within the Conservation Area, and the cost of such maintenance will be assessed against the owner of the Conservation Area and be a lien against said property and a personal obligation to the owner of the Conservation Area.

d. **Golf Course Area.**

(i) That portion of the Property identified on **Exhibit "G"** attached hereto and by reference incorporated herein (the "Golf Course Area") shall be exclusively used and operated as a 18-hole golf course and country club now known as the "Championship Golf Course" and Killearn Golf and Country Club, including a golf driving range, golf practice putting greens, golf pro shop, golf cart storage shed and area, golf maintenance shed and area, country club house, locker rooms, fitness facility, dining facilities, swimming pool and pool areas, and tennis courts. The term and duration of this use is and shall be, consistent with all terms of this

Agreement, , including without limitation the covenants and restrictions contained herein, for a period of fifty (50) years from their recording date, after which time this use restriction will be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the of the Board of Directors of KHA has been recorded, agreeing to terminate said covenants and restrictions in whole or in part, provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every member of KHA at least ninety (90) days in advance of any action taken.

(ii) At all times, the owner of the Golf Course Area will be required, and at its sole costs and expense and at no cost or expense to KHA, to maintain the Golf Course Area in good order and repair and shall operate the Golf Course Area in neat, clean, good, and orderly condition and repair in an economical and efficient manner according to the reasonable standard for golf courses and country clubs. If the owner of the Golf Course Area fails to perform maintenance of the Golf Course Area in accordance with this Agreement, then KHA shall have the right to give written notice of such default with a fifteen (15) day cure period. Absent such cure, (or the proper commencement of a cure if the issue is such that a cure cannot be effectuated in fifteen (15) days), the KHA shall have the right but not the obligation to provide such maintenance, and the cost of such maintenance will be assessed against the owner of the Golf Course Area and be a lien against said property and a personal obligation to the owner of the Golf Course Area.

(iii) Upon zoning and comprehensive plan amendment approval, the Owner shall commence creating a written Master Plan for the country club. The Master Plan will delineate the scope and timing for the new construction and remodeling of the club house and the country club's amenities. Upon completion, and prior to any improvements being made at the country club, the Mater Plan shall be tendered to KHA. The Architectural Control Committee shall have the power to require that all activities are in accord with the Master Plan. This power is not applicable to standard repairs, replacements, and modifications to the country club's amenities which are standard for the industry and which are conducted in a commercially prudent manner.(iv) Existing Owners of home sites within Killearn Estates abutting the Conservation Area shall have free social membership to country club and waive initiation fees for a period of twenty four months commencing from the date of this Agreement.

4. Other Covenants.

a. Palmetto hereby represents and warrants to KHA as follows:

(i) Palmetto has the power, right and authority to enter into and perform all of the obligations required of Palmetto under this Agreement and the instruments and documents referenced herein.

(ii). Palmetto has good and indefeasible title to the entire Property in fee simple, that the Property is free of all liens and encumbrances whether now existing or later created except for the lien of taxes and assessments not yet due and payable and United National Bank . Palmetto must cause the development loan to be structured such that this Agreement shall be paramount in title to any financing/mortgage(s) existing at the time of the sale of the Residential Development Area.

5. Notices. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by (a) delivering the same in person to the party to be notified, (b) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified, (c) sent by reputable overnight delivery services (such as Federal Express or United States Express Mail) or (d) sent by electronic mail (with confirmation sent by any of the means described in subparagraphs (a), (b) or (c) above). Notices

given in accordance with any of the foregoing methods shall be effective when received (or service is refused). For the purpose of notice, the address of the parties shall be, until changed, as set forth below. The parties shall have the right at any time to change their respective addresses and each shall have the right to specify as its address any other address by written notice to the other party.

If to KHA:

Attn: President, KHA
Address: 2705 Killarney Way
Tallahassee, FL 32309
Phone: (850) 693-3400
Fax: (850) 668-0530
Email: kha@killarney.org

If to Palmetto:

Attn: Barton Tuck
Address: 117 Manly Street,
Greenville, South Carolina 29601
Phone: (864) 672-4651
Fax: n/a
Email: btuck@forcr.com

With a Copy To:

Attn: Jennifer A. Winegardner, Esq.
Address: 154 1/2 Metropolitan Blvd #1
Tallahassee FL 32308
Phone: 850-385-9800
Fax: 850-422-0074
Email: jwinegardner@chasefirm.com

With a Copy To:

Attn: Daniel E. Manausa, Esq.
Address: 1701 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Phone: 850-597-7616
Fax: 850-270-6148
Email: Danny@ManausaLaw.com

6. **Benefitted Parties.** This Agreement, including without limitation the covenants and restrictions set forth herein, shall inure to the benefit of and be enforceable by KHA and its respective successors and assigns.

7. **Applicable Law, Jurisdiction, Venue.** The Agreement and the rights and obligations of the parties hereunder shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Additionally, in the event of any breach or default under this Agreement by a party, the non-defaulting or non-breaching party shall have the right to exercise any and all remedies at law or in equity, including specific performance, or which are otherwise provided in this Agreement against the defaulting or breaching party. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or at law or in equity. All remedies shall be cumulative of all other remedies. Venue for any litigation pertaining to this Agreement shall be exclusively in Leon County, Florida.

8. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent provided by law.

9. **Attorney's Fees.** In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party in such proceeding shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

10. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against a party to this Agreement.

11. **Definitions.** The following words when used in this Agreement (unless the context shall prohibit) shall have the following meanings:

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

b. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

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

d. "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.

e. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

f. "Master Plan" shall mean a depiction of the construction and remodel of the club house and the country club amenities, with elevation and floor plan, which includes the scope and timing for the new construction and remodeling.

g. "Member" shall mean and refer to all those Owners who are members of KHA.

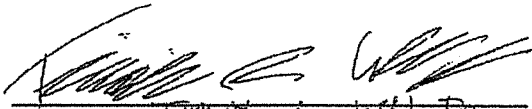
h. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon the Property but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.


i. "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property. In areas zoned for single-family use, "site" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of Common Properties as heretofore defined.

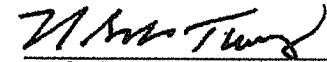
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Witnesses:

PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP (F/K/A RESORT CLUB PROPERTIES, a Limited Partnership), a foreign limited partnership authorized to transact business in the State of Florida


Printed Name: Timothy L. Welch

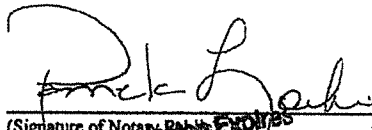

Printed Name: Troy Frazier

By: 
Name: Noel Barton Tuck, Jr.
Title: General Partner

STATE OF South Carolina
COUNTY OF Greenville

The foregoing instrument was acknowledged before me, the undersigned authority duly authorized to take acknowledgements, by Noel Barton Tuck in his/her capacity as General Partnership of **PALMETTO CLUB PROPERTIES LIMITED PARTNERSHIP (F/K/A RESORT CLUB PROPERTIES, a Limited Partnership)**, a foreign limited partnership authorized to transact business in the State of Florida. Such person: is personally known to me; produced a valid SC [State] driver's license as identification; or produced 001504522 as identification.

(Notarial Seal)


(Signature of Notary Public) Exp. 12/25
MY Commission Expires
June 12, 2018
(Typed or Printed Name of Notary Public)

Witnesses:

Gloria M. Arias
Printed Name: GLORIA M. ARIAS

Charles Faircloth
Printed Name: CHARLES FAIRCLOTH

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

By: *John Paul Bailey*
Name: JOHN PAUL BAILEY
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, the undersigned authority duly authorized to take acknowledgements, by JOHN PAUL BAILEY in his/her capacity as PRESIDENT OF BOARD of KILLEARN HOMES ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such entity. Such person: is personally known to me; produced a valid [State] driver's license as identification; or produced as identification.

Diane Lynn Allewelt
(Signature of Notary Public)
DIANE LYNN ALLEWELT
(Typed or Printed Name of Notary Public)

(Notarial Seal)



BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT

FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.
LEE F. DOWLING, P.L.S.
LARRY E. DAVIS, P.L.S.
RUFUS L. DICKEY, JR., P.L.S.



DR126470960

WALTER A. JOHNSON, PE., P.L.S.
NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

December 27, 1985

KILLEARN GOLF AND COUNTRY CLUB

Boundary Survey

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21H11-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

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 115.00 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

EXHIBIT "A"

Page 1 of 8 Pages

KILLEARN GOLF AND COUNTRY CLUB
Boundary Survey
December 27, 1985
Page No. 2

DR12647C 0961

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
Northeasterly 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 156.76 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 Shamrock South,
thence along the Northerly right of way boundary of said 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 (14.18 Acres)

Begin at the Northwest corner of Lot 1, Block "DE" of Killearn Estates
Unit No. 32 as recorded in Plat Book 9, Page 44 of the Public Records of
Leon County, Florida, and run thence

North 06 degrees 47 minutes 20 seconds West 157.48 feet, thence
North 80 degrees 09 minutes 12 seconds East 116.73 feet, thence

KILLEARN GOLF AND COUNTRY CLUB
Boundary Survey
December 27, 1985
Page No. 4

01264 0963

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 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, thence

South 68 degrees 41 minutes 50 seconds West 131.21 feet, thence
South 56 degrees 47 minutes 04 seconds East 55.78 feet, thence
South 57 degrees 04 minutes 51 seconds East 65.59 feet, thence
South 32 degrees 58 minutes 07 seconds East 36.20 feet, thence
South 02 degrees 34 minutes 05 seconds West 55.15 feet, thence
South 11 degrees 33 minutes 15 seconds West 33.00 feet, thence
South 09 degrees 10 minutes 43 seconds East 23.43 feet, thence
South 03 degrees 38 minutes 44 seconds East 43.77 feet, thence
South 28 degrees 55 minutes 50 seconds West 48.18 feet, thence
South 56 degrees 10 minutes 01 second West 46.13 feet

to the Northerly boundary of Killearn Estates Unit No. 32, a subdivision
as per map or plat thereof recorded in Plat Book 9, Page 44 of the Public
Records of Leon County, Florida, thence Westerly along said Northerly
boundary as follows:

South 80 degrees 31 minutes 00 seconds West 13.83 feet, thence
North 78 degrees 17 minutes 33 seconds West 37.10 feet, thence
North 89 degrees 12 minutes 37 seconds West 51.95 feet, thence
South 70 degrees 35 minutes 35 seconds West 79.37 feet, thence
South 89 degrees 13 minutes 13 seconds West 184.40 feet, thence
South 56 degrees 58 minutes 34 seconds West 238.54 feet, thence
South 76 degrees 37 minutes 59 seconds West 138.99 feet

to the POINT OF BEGINNING; containing 14.18 acres, more or less.

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)

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 24 degrees 08 minutes 59 seconds West 199.54 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 minute 36 seconds East run Southeasterly along said curve with a radius of 191.30 feet, through a central angle of 42 degrees 23 minutes 40 seconds, for an arc distance 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 531.51 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 20 minutes 48 seconds West 174.27 feet, thence
North 15 degrees 12 minutes 24 seconds West 114.06 feet

to the boundary of Killlearn Estates Unit No. 26 recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida, thence along said boundary as follows:

North 68 degrees 42 minutes 56 seconds West 151.02 feet, thence
North 82 degrees 14 minutes 06 seconds West 570.57 feet, thence
North 49 degrees 53 minutes 28 seconds West 128.91 feet, thence
North 31 degrees 32 minutes 04 seconds West 152.97 feet, thence
North 68 degrees 51 minutes 18 seconds West 394.39 feet, thence
North 23 degrees 37 minutes 04 seconds West 136.58 feet, thence
North 23 degrees 10 minutes 36 seconds West 661.02 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

leaving said boundary run

North 06 degrees 47 minutes 20 seconds West 259.83 feet, thence

North 68 degrees 53 minutes 48 seconds West 295.25 feet, thence
North 55 degrees 03 minutes 15 seconds West 413.09 feet, thence
North 53 degrees 49 minutes 44 seconds West 442.27 feet, thence
North 49 degrees 10 minutes 09 seconds West 354.75 feet, thence
North 07 degrees 09 minutes 27 seconds East 395.50 feet, thence
South 65 degrees 12 minutes 25 seconds East 367.96 feet, thence
North 87 degrees 28 minutes 16 seconds East 489.05 feet, thence
North 77 degrees 17 minutes 22 seconds East 419.56 feet, thence
South 09 degrees 22 minutes 38 seconds East 236.98 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 57 minutes 45 seconds East 687.55 feet, thence
North 72 degrees 59 minutes 12 seconds East 188.98 feet, thence
South 24 degrees 12 minutes 24 seconds East 317.41 feet, thence
South 18 degrees 06 minutes 52 seconds East 265.04 feet, thence
South 09 degrees 00 minutes 15 seconds East 264.08 feet, thence
South 39 degrees 22 minutes 20 seconds East 184.02 feet

to the Westerly boundary of said Killearn Estates Unit No. 26, thence
North 50 degrees 37 minutes 40 seconds East 47.61 feet, thence North 05
degrees 47 minutes 28 seconds East 329.00 feet, thence leaving said
Westerly boundary run North 06 degrees 07 minutes 04 seconds West along
the Westerly boundary of Kimberton Unit 2 recorded in Plat Book 9, Page
20 of the Public Records of Leon County, Florida, and the projection
thereof 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 84 degrees 32 minutes 58 seconds West 220.03 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 946.05 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 distance 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 to the Southeasterly right of way boundary of Shamrock West, thence South 38 degrees 12 minutes 03 seconds West along said right of way boundary 120.0 feet to a point on a curve concave to the Southarly, 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, thence


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 184.67 acres, more or less.

Exhibit B-2
"Residential Development Area - Sites A-D"



 <p>URBAN CATALYST CONSULTANTS, INC. 2840 PALM BLVD TALLAHASSEE, FLORIDA 32308 PHONE: (850) 517-9908 WWW.UCCENG.COM FL CA 00030572</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>REVISION: _____</p>	<p>LEBAN COUNTY, FLORIDA</p> <p>KILLEARN OC RESIDENTIAL CONCEPT CONCEPT PLAN</p>	<p>SCALE: 1"=100'</p> <p>DATE: 03/29/17</p> <p>CHANGED BY: SCL</p> <p>FRANK BY: SCL</p>	<p>PROJECT NO. _____</p> <p>SHEET _____</p>
	<p>DATE: _____</p> <p>BY: _____</p> <p>REVISION: _____</p>	<p>LEBAN COUNTY, FLORIDA</p> <p>KILLEARN OC RESIDENTIAL CONCEPT CONCEPT PLAN</p>	<p>SCALE: 1"=100'</p> <p>DATE: 03/29/17</p> <p>CHANGED BY: SCL</p> <p>FRANK BY: SCL</p>	<p>PROJECT NO. _____</p> <p>SHEET _____</p>

DATE: 03/29/17 11:58 AM

Exhibit C-1
"SFH Development Area - Site E"

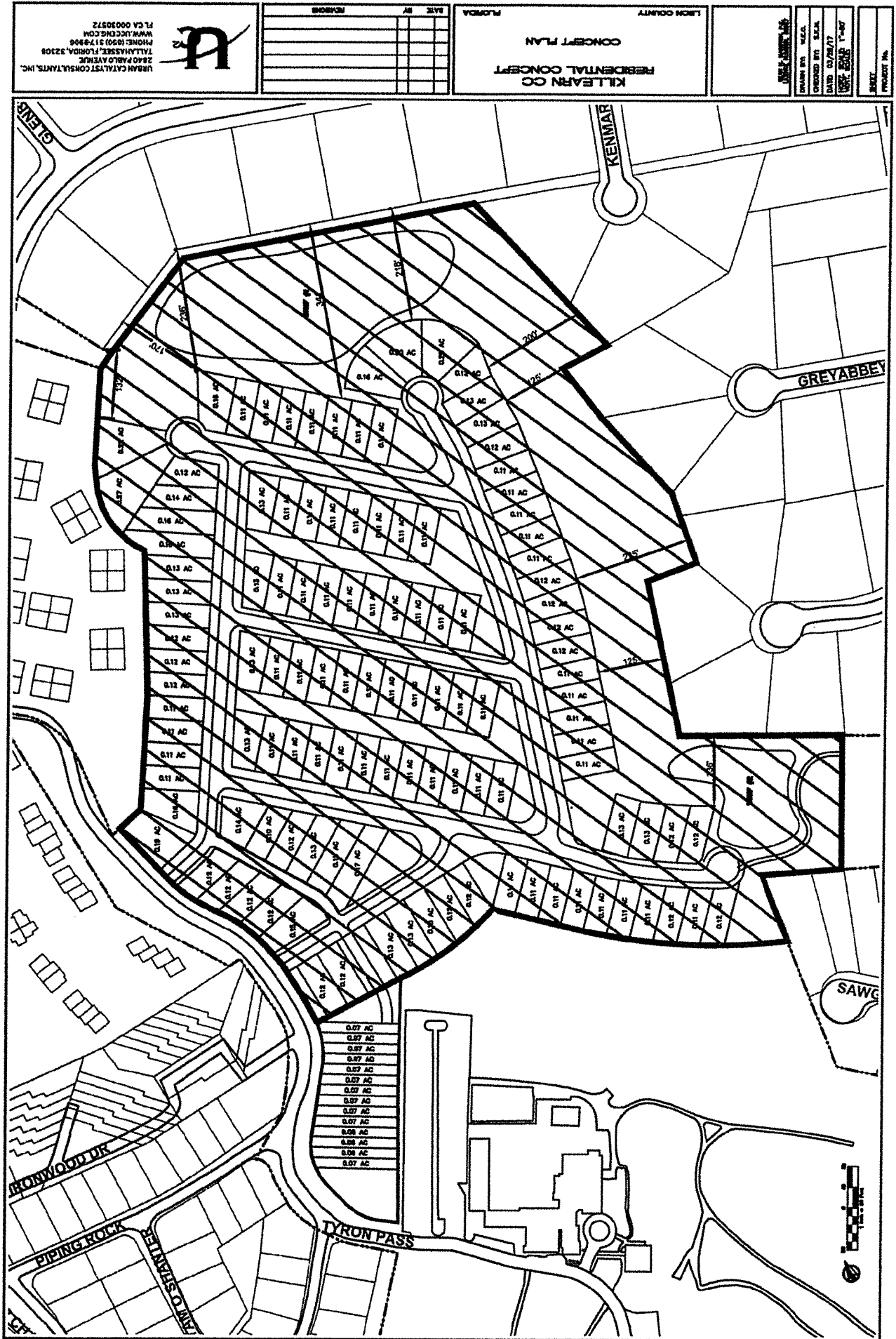
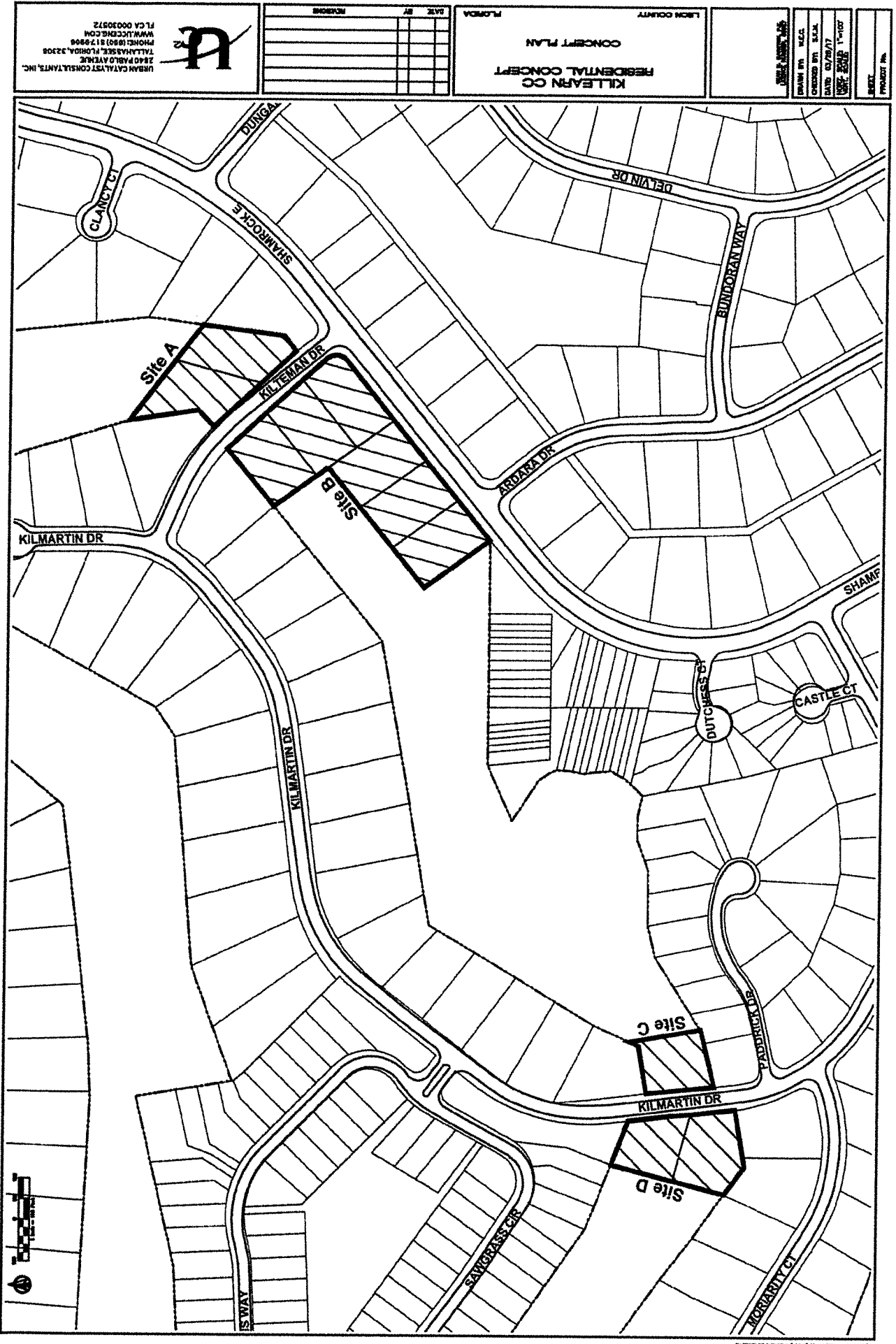


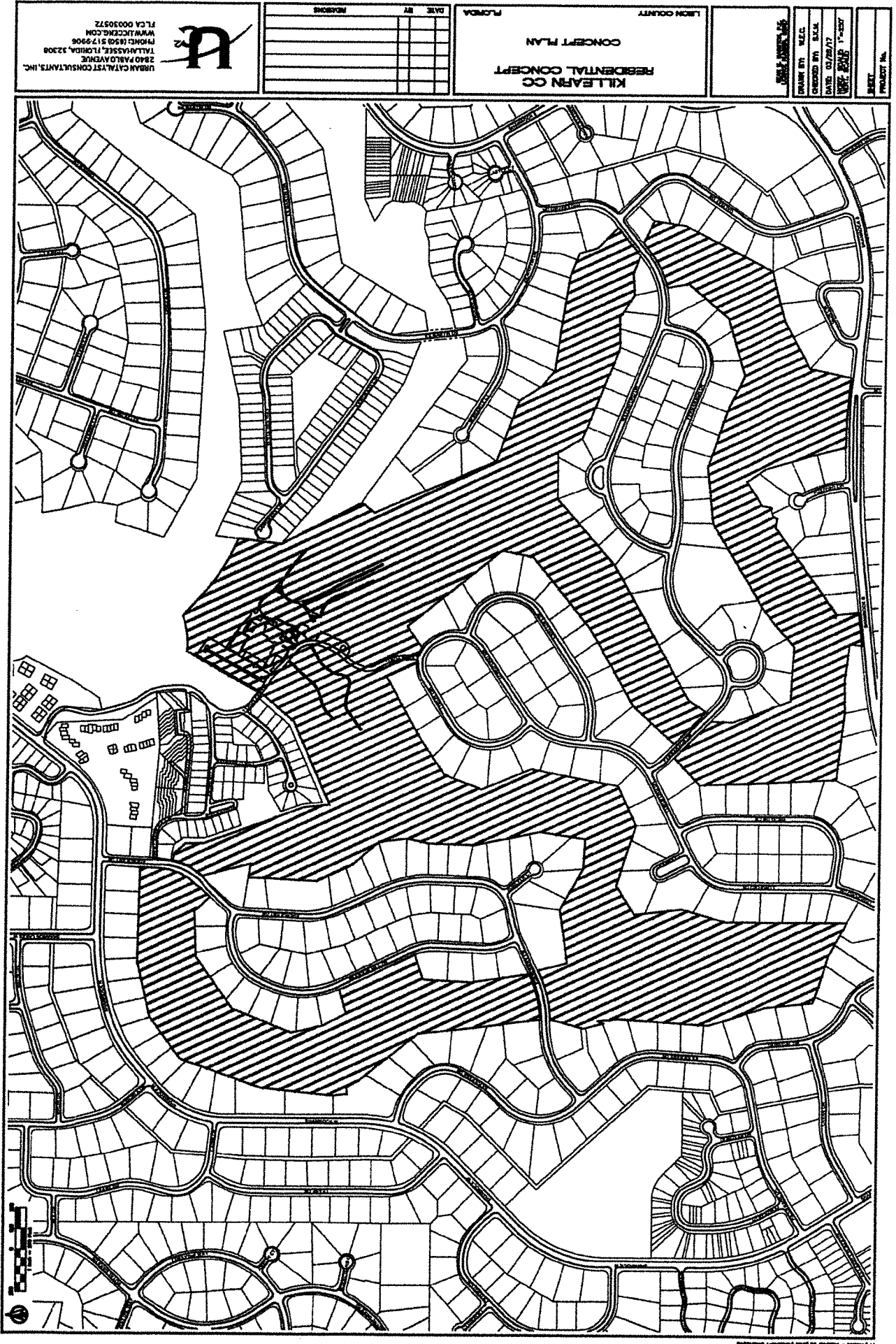
Exhibit C-2
 "SFH Development Area - Sites A-D"



URBAN CATALYST CONSULTANTS, INC. 2840 PARLO AVENUE TALLAHASSEE, FLORIDA, 32308 PHONE: (904) 817-9908 WWW.UCCINC.COM FL CA 00030972		DATE: 07/20/17 SCALE: 1"=100' SHEET: 2004	PROJECT NO.: SHEET:
		KILLEARN CC RESIDENTIAL CONCEPT CONCEPT PLAN	LIBON COUNTY FLORIDA

THIS PLAN IS THE PROPERTY OF URBAN CATALYST CONSULTANTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

Exhibit G
"Golf Course Area"



URBAN CATALYST CONSULTANTS, INC.
 2400 PALM AVENUE
 TALLAHASSEE, FLORIDA, 32308
 PHONE: (850) 517-9908
 WWW.UCCON.COM
 FL CA 00030572



NO.	DATE	BY	REVISIONS

FLORIDA
 LEMON COUNTY
 KILLEARN CC
 RESIDENTIAL CONCEPT
 CONCEPT PLAN

DATE: 03/28/12
 CHECKED BY: S.E.C.
 DRAWN BY: W.E.C.
 SHEET: 1 OF 1
 PROJECT NO.