

Prepared by and
Record and return to:
SCOTT W. FALLAR, ESQUIRE
CRABTREE & FALLAR, P.A.
8777 SAN JOSE BLVD., A- 200
Jacksonville, Florida 32217

**SECOND AMENDMENT TO COMMUNITY DECLARATION
OF RESTRICTIONS FOR HOMESITES AT JACKSONVILLE RANCH CLUB**

This Second Amendment to Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club is made as of this 29th day of February, 2008 by FLORIDA LAND & RANCHES, INC., a Florida corporation (the "Declarant"), whose address is 7000 Natural Bridge Road, Tallahassee, Florida 32305.

W I T N E S S E T H :

Whereas, the Declarant is the owner of certain real property in Duval County, Florida and is developing and maintaining such property into 2 to 8 acre homesites;

Whereas, the Declarant, and/or its predecessor, recorded its Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club on September 13, 2005, in O.R. Book 12748, pages 2213-2325, and Amendment thereto on January 9, 2008 in O.R. Book 14340, at Page 211, of the current public records of Duval County, Florida (the "Declaration"), which Declaration applied to the property as described therein; and,

Now Therefore, the Declarant hereby amends and modifies the Declaration by deleting the entire paragraph and replacing same with the following language:

Article XI, Assessments by Jacksonville Ranch Club Owners Association, Inc.

1. Annual Assessments.

The Association shall have the right to levy an annual Assessment against all Homesites in the Properties, whether improved with a structure(s) or not, in such amounts as may be deemed appropriate by the Association's Board of Directors for the general management and operation of the Association, the maintenance and operation of the stormwater management system and for the purposes and objectives of the Association as set forth herein and its Articles of Incorporation and By-Laws. The annual Assessment shall also include the cost of public liability and property damage insurance covering the Common Areas and insuring the Association and the Members as its and their interest appear, in such amounts and providing such coverages as the Board of Directors of the

Association may determine from time to time. Notwithstanding anything herein to the contrary, no assessment shall be charged and no lien shall attach against any Homesite(s) in the Properties so long as same is owned by the Declarant and the Declarant shall not be required to pay any such assessments, it being understood that the Declarant will bear much of the expense of the Association until the Association is self-supporting from assessments levied against Owners/Members of Homesite(s) purchased from the Declarant.

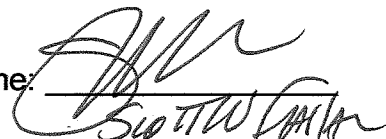
In Witness Whereof, Declarant has executed this Amendment as of the day and year first written above.

Signed, sealed and delivered
In the presence of:

FLORIDA LAND & RANCHES, INC.,
a Florida corporation

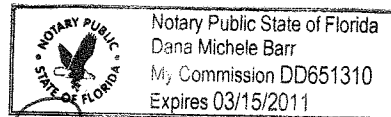

Print name: Debbie Buerer

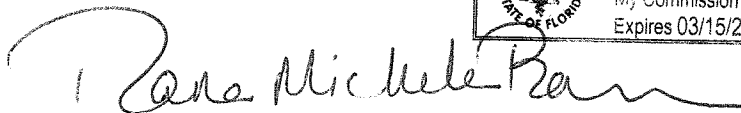

By: CHRISTOPHER FORBES
Its: Vice President

Print Name: 
STATE OF FLORIDA
COUNTY OF LEON

[CORPORATE SEAL]

The foregoing instrument was subscribed to before me this 29th day of February, 2008, by CHRISTOPHER FORBES, Vice President of FLORIDA LAND & RANCHES, INC., a Florida corporation, to me personally known (or who produced drivers license as identification), who stated under oath that he is the person described in and who executed said instrument on behalf of the corporation.





[NOTARY SEAL]

Notary Public, State of Florida
My Commission expires: