

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
G. TODD COTTRILL, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FLORIDA 32202

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOREST
HAMMOCK AT OAKLEAF PLANTATION**

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOREST HAMMOCK AT OAKLEAF PLANTATION** (this "Amendment") is made this 20th day of January, 2015, by **FHOP, LLC**, a Florida limited liability company ("Developer").

RECITALS

A. Developer has developed the subdivision located in Clay County, Florida commonly known as Forest Hammock at OakLeaf Plantation (the "Development"). Developer platted Unit Two of the Development by Plat recorded at Plat Book 55, page 10 ("Unit Two Plat"), both of the public records of Clay County, Florida.

B. Developer executed the Declaration of Covenants, Conditions, Restrictions and Easements for Forest Hammock at Oakleaf Plantation which was recorded in Official Records Book 3268, Page 1289, as amended by the First Amendment to Declaration recorded at Official Records Book 3314, page 1991, the Corrective Supplementary Declaration recorded at Official Records Book 3696, page 1937, and the Supplementary Declaration recorded at Official Records Book 3696, at page 1958, all of the public records of Clay County, Florida (together, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof.

C. Contemporaneously with the execution of this Amendment, Developer will turn over the Association over to control by the Owners. In connection with the turnover, the Association and the new officers thereof have requested that Developer amend the Declaration as more particularly described below. This Amendment is made pursuant to the reserved rights of the Developer set forth in Section 10.11 of the Declaration.

NOW THEREFORE, Developer amends Declaration as follows:

1. To the extent not otherwise defined herein, all defined terms contained in this Amendment shall the same meanings as such terms are defined in the Declaration.
2. Section 6.4.1 of the Declaration is amended and restated in its entirety as follows:

Any charges not paid within fourteen (14) days after the due date shall be subject to a late fee equal to One Hundred Dollars (\$100.00), or other amount determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

3. Section 8.10 of the Declaration is amended to add "YARD OF THE MONTH" to the list of permitted signs which may be displayed on a Lot.

4. Section 8.13 of the Declaration is amended and restated as follows:

Section 8.13 No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood; including, but not limited to excessive noise between the hours of 9:00 p.m. to 7:00 a.m., Sunday through Thursday and 11:30 p.m. to 7:00 a.m. on Friday and Saturday. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly mowed, trimmed, weeded, watered, edged and maintained to provide an aesthetically pleasing appearance. Lawn grass shall not exceed eight inches (8") in height.

5. Section 8.14 of the Declaration is amended to add the following: "During extended guest visitation and holiday periods, guests will be allowed to park in the amenity center parking lot with prior Association approval."

6. The Declaration is amended to add the following as Section 8.26:

8.26 Flags and Flagpoles. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from the flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4-1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations,

including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents. No other flags may be displayed from a Owner's yard, but may be attached to their house.

7. The Declaration is amended to add the following as Section 8.27:

Section 8.27 Garage Doors. It is suggested that all Owners keep garage doors and dwelling openings closed when the home and/or garage is unoccupied in order to help deter theft within the Community.

8. The fourth (4th) sentence of Section 10.5 of the Declaration is amended and restated as follows:

The Association may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot owner forty-five (45) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien.

9. Except as specifically amended above, all the terms, conditions and provisions of the Declaration shall remain in full force and effect as originally executed.

[Signatures begin on following page]

IN WITNESS WHEREOF, the Developer has executed this Amendment as of the day and year first written above.

Signed, sealed and delivered in the presence of:

FHOP, LLC, a Florida limited liability company

[Signature]
Name: S. Kyle Winham

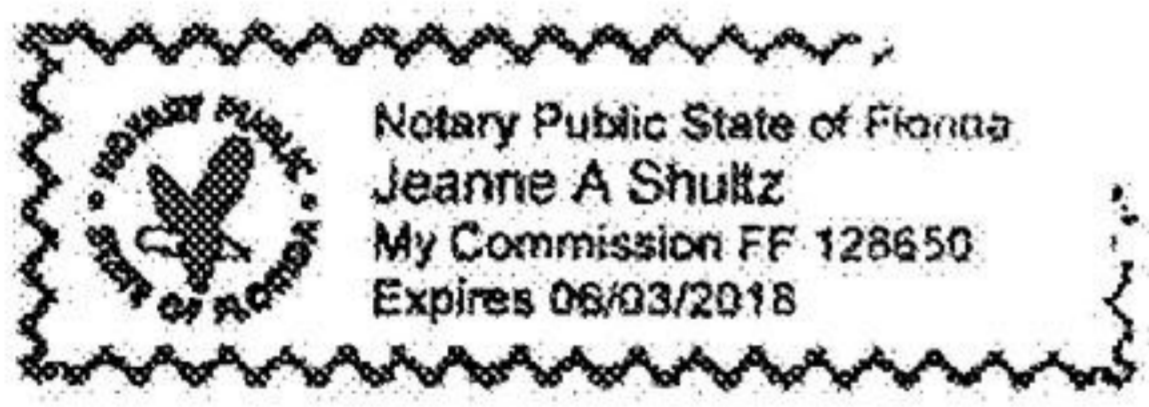
By: [Signature]
Name: L. Randall Towers
Its: Managing Member

[Signature]
Name: JEANNE SHULTZ

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 20th day of January, 2015, by L. Randall Towers, the Managing Member of FHOP, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.



[Signature]
(Print Name) JEANNE SHULTZ
NOTARY PUBLIC
State of FLORIDA at Large
Commission # 128650
My Commission Expires: 06/03/2018