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5 MIN. RETURN

PREPARED BY AND RETURN TO:

Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
LONGLEAF RANCH**

THIS FIRST AMENDMENT TO DECLARATION made and entered into this 25th day of August, 2005, by **FIRST FORTY, LLC**, a Florida limited liability company, whose address is One San Jose Place, Suite 26, Jacksonville, Florida 32257 (hereinafter and previously known as the "Declarant");

WITNESSETH:

WHEREAS, FIRST FORTY, LLC, a Florida limited liability company recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch, said covenants and restrictions more particularly described and recorded in Official Records Book 2507, pages 1300 through 1314, of the public records of Clay County, Florida; and

WHEREAS, Article VIII, Section 5, provides that the Declarant has the right to amend the aforementioned declaration of covenants and restrictions by an instrument signed by not less than ninety percent (90%) of the lot owners and by Declarant; and

WHEREAS, the Declarant, Adams Homes of Northwest Florida, Inc. and Sid Little Construction, Inc. represent and constitute one hundred percent (100%) of the lot owners in Longleaf Ranch; and

WHEREAS, all the owners of all the lots in Longleaf Ranch, the Plat of which is recorded in Plat Book 47, pages 22 through 33 of the public records of Clay County, Florida desire to amend the aforementioned covenants and restrictions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, covenants herein contained the aforementioned Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch is hereby amended as follows:

1. The following paragraph shall be added to the covenants as Article VIII, Section 7 and shall read as follows:

"Section 7. RE-PLATTING. The Declarant hereby reserves unto itself the right to re-plat any of the property subject to this Declaration. Said re-platting shall include but not be limited to the re-platting of any of the residential lots as to dedicated rights-of-way for future development."

2. Except as specifically amended herein, the Declaration, as previously recorded shall continue in full force and effect without abatement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 22nd day of August 2005.

Signed, sealed and delivered
in the presence of:

FIRST FORTY, LLC, a Florida
limited liability company

Anne B. Lara
Donna Passmore

By: Mary Louise Dungey
Mary Louise Dungey, President

"Declarant"

Shauna L. Kirby
Shauna L. Kirby

**ADAMS HOMES OF NORTHWEST
FLORIDA, INC.** a Florida Corporation

By: Wayne Adams
Printed Name: Wayne Adams
Title: President

"Owner"

Anne B. Lara
Donna Passmore

SID LITTLE CONSTRUCTION, INC., a
Florida corporation

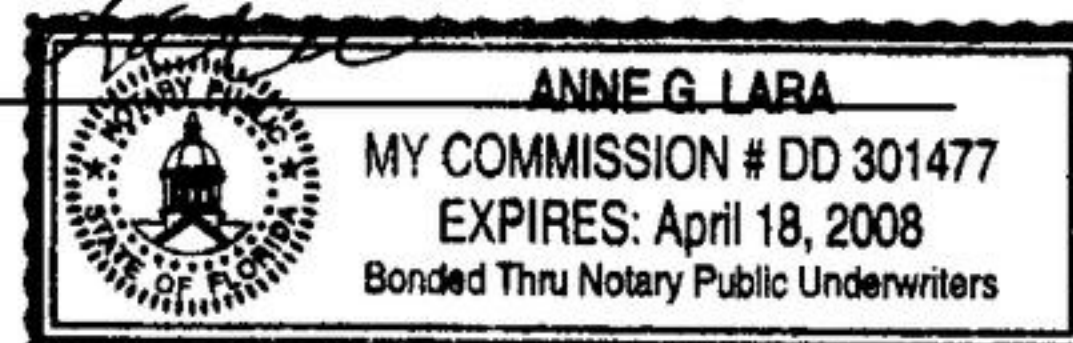
By: Sid Little
Printed Name: SID LITTLE
Title: V.P.

"Owner"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 22nd day of August, 2005, by Mary Louise Dungey, the President of First Forty, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

Anne B. Lara
Notary Public



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 30th day of August, 2005, by Wayne L. Adams, the President of Adams Homes of Northwest Florida, Inc., a Florida corporation, who is personally known to me or produced _____ as identification.

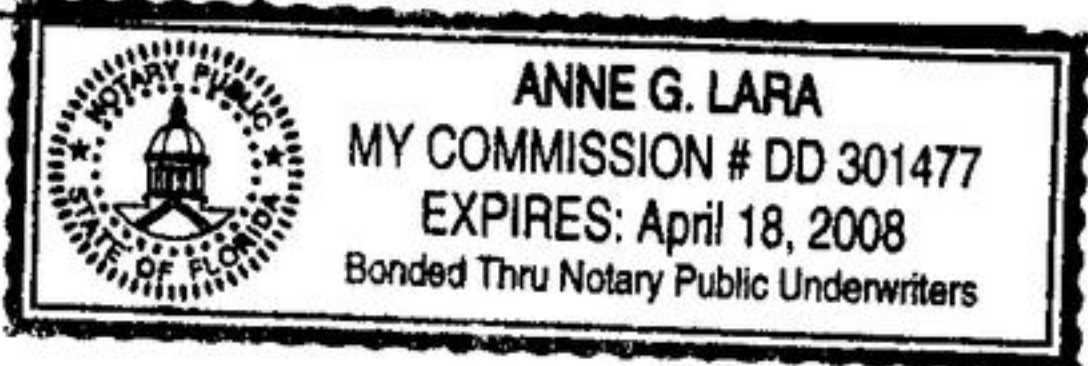
Shauna L. Kirby
My Commission DD240876
Expires December 07 2007

Shauna L. Kirby
Notary Public

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 23rd day of August, 2005, by Sid Little, the Vice President of Sid Little Construction, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

Anne G. Lara
Notary Public



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, American Enterprise Bank of Florida, the Mortgagee under that certain Mortgage and Security Agreement dated the 28th day of July, 2004 and recorded at Official Records Book 2410, beginning at page 1238, of the Current Public Records of Clay County, Florida hereby consents and joins in the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch and does hereby agree that the lien of the above described Mortgage is now and shall hereafter be subject to the provisions of said amended Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch.

Nothing herein contained shall be construed to release, exonerate or discharge Properties encumbered by the Mortgage from the lien, operation, force and effect of the mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 30 day of August, 2005.

Witnesses:

Mortgagee:

American Enterprise Bank of Florida,
a bank Chartered under the laws of the State of
Florida

By: L. Craig Merritt

Name: L. Craig Merritt

Title: Senior Vice President

Kym Pelletier
Name: Kym Pelletier

Julie Vanfosson
Name: Julie Vanfosson

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of August, 2005, by L. Craig Merritt, who is personally known to me (or has produced _____ as identification) and who did not take an oath.

 Kymberly A. Pelletier
My Commission DD067709
Expires October 24, 2005

Kymberly A. Pelletier
Notary Public, State of Florida
At Large

My Commission Expires: 10/24/05
Serial No. _____
(Seal)

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Bank of America N.A., a national banking association, the Mortgagee under that certain Mortgage Spreader Agreement dated the 7th day of April, 2005 and recorded at Official Records Book 2517, beginning at page 1793, of the Current Public Records of Clay County, Florida hereby consents and joins in the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch and does hereby agree that the lien of the above described Mortgage is now and shall hereafter be subject to the provisions of said amended Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch.

Nothing herein contained shall be construed to release, exonerate or discharge Properties encumbered by the Mortgage from the lien, operation, force and effect of the mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 8 day of September, 2005.

Witnesses:

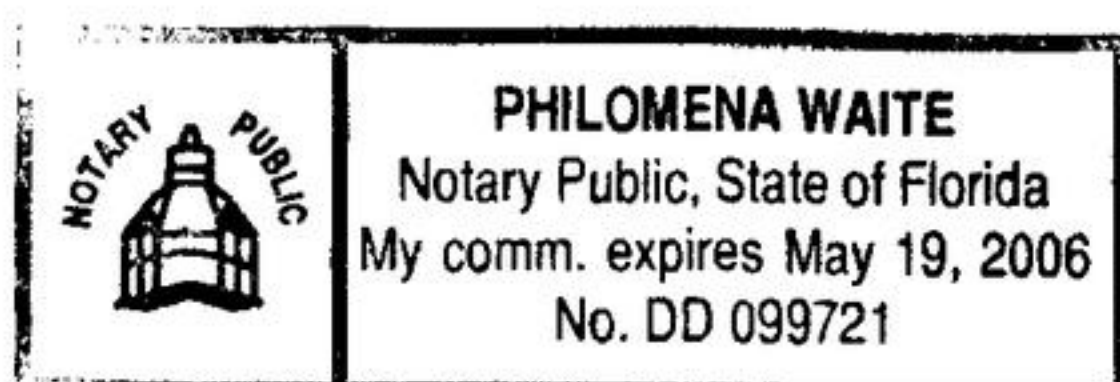
Philomena Ce Bule
Name: Philomena Ce Bule
James P. Harris
Name: James P. Harris

Mortgagee:
Bank of America N.A.,
a national banking association

By: Trice Dukes
Name: Trice Dukes
Title: Vice President

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ ESCAMBIA

The foregoing instrument was acknowledged before me this 8 day of September 2005, by Trice Dukes, who is personally known to me (or has produced _____ as identification) and who did not take an oath.



Philomena Ce Bule
Notary Public, State of Florida
At Large

My Commission Expires: _____
Serial No. _____
(Seal)

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, RBC Centura Bank, a North Carolina banking corporation, the Mortgagee under that certain Mortgage Spreader Agreement dated the 28th day of April, 2005 and recorded at Official Records Book 2526, beginning at page 25, of the Current Public Records of Clay County, Florida; that certain Mortgage Spreader Agreement dated the 28th day of April, 2005 and recorded at Official Records Book 2526, beginning at page 45 of the Current Public Records of Clay County Florida; and of that certain Mortgage Spreader Agreement dated the 19th day of May, 2005 and recorded in Official Records Book 2536, beginning at page 1042 of the Current Public Records of Clay County, Florida; hereby consents and joins in the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch and does hereby agree that the lien of the above described Mortgage is now and shall hereafter be subject to the provisions of said amended Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch.

Nothing herein contained shall be construed to release, exonerate or discharge Properties encumbered by the Mortgage from the lien, operation, force and effect of the mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 2nd day of September, 2005.

Witnesses:

Judy Strickland
Name: Judy Strickland
Marjorie Martinez
Name: Marjorie Martinez

Mortgagee:
RBC Centura Bank,
a North Carolina banking corporation

By: David J. Bourg
Name: David J. Bourg
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of Sept, 2005, by David J. Bourg, who is personally known to me (or has produced _____ as identification) and who did not take an oath.

Joyce Cumming
Notary Public, State of Florida
At Large

My Commission Expires: 1/22/06
Serial No. _____
(Seal)



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Heritage Bank of North Florida, the Mortgagee under that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 771, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 781, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 791, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 801, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 886, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 896, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 906, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 1121, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 1131, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 4th day of April, 2005 and recorded at Official Records Book 2512, beginning at page 1141, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 28th day of June, 2005 and recorded at Official Records Book 2557, beginning at page 703, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 28th day of June, 2005 and recorded at Official Records Book 2557, beginning at page 712, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 28th day of June, 2005 and recorded at Official Records Book 2557, beginning at page 721, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 28th day of June, 2005 and recorded at Official Records Book 2557, beginning at page 730, of the Current Public Records of Clay County, Florida; that certain Mortgage and Security Agreement dated the 28th day of June, 2005 and recorded at Official Records Book 2557, beginning at page 694, of the Current Public Records of Clay County, Florida hereby consents and joins in the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch and does hereby agree that the lien of the above described Mortgage is now and shall hereafter be subject to the provisions of said amended Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch.

Nothing herein contained shall be construed to release, exonerate or discharge Properties encumbered by the Mortgage from the lien, operation, force and effect of the mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 13th day of September, 2005.

Witnesses:

Kara Nichols
Name: Kara Nichols

Veronica Politano
Name: Veronica Politano

Mortgagee:

Heritage Bank of North Florida

By: Remi Ventura

Name: Remi Ventura

Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of September, 2005, by Remi Ventura, who is personally known to me (~~or has produced~~ _____ as identification) and who did not take an oath.

Judith Ann Scott
Notary Public, State of Florida
At Large

My Commission Expires _____
Serial No. _____
(Seal)



Judith Ann Scott
MY COMMISSION # D0050955 EXPIRES
September 18, 2005
BONDED THRU TROY FAIR INSURANCE, INC.