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Prepared by and return to:
First Forty, LLC.
One San Jose Place, Suite 7
Jacksonville, FL 32257

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR
LONLEAF RANCH UNIT TWO**

THIS DECLARATION is made on the date hereinafter set forth by First Forty, LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant". There are or may be other persons who hold fee simple title or liens against the Properties (as hereinafter defined), who shall not be Declarants, but who shall join the execution of this instrument now or hereinafter to subordinate their rights in the Properties to the force and effect of the terms hereof.

WITNESSETH

WHEREAS, Declarant is the owner in fee simple of all of the Lots described on the Plat of Longleaf Ranch Unit Two, according to Plat thereof recorded in Plat Book 52, Pages 9-14, of the public records of Clay County, Florida; and

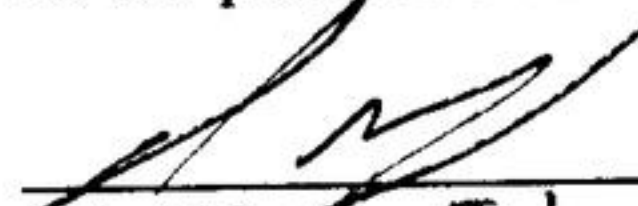
WHEREAS, there was previously recorded in O.R. Book 2507, Pages 1300 through 1314 of the public records of Clay County, Florida, the Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch, which Declaration encumbers all of the Lots described on the Plat of Longleaf Ranch, according to Plat thereof recorded in Plat Book 47, Pages 22 through 33 of the public records of Clay County, Florida, and as amended by that first amendment to Declaration of Covenants, Condition, Easements and Restrictions for Longleaf Ranch as recorded in O.R. Book 2611, Page 1260; and

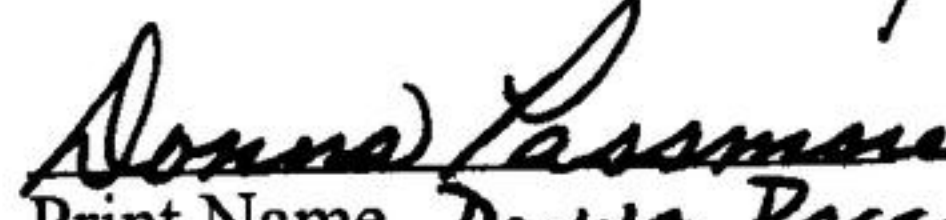
WHEREAS, Declarant now wishes to state and declare that all of the Lots in Longleaf Ranch Unit Two shall be subject to that same Declaration aforementioned;

NOW, THEREFORE, Declarant hereby states and declares that all of the Lots described on the Plat of Longleaf Ranch Unit Two, according to Plat thereof recorded in Plat Book 52, Pages 9-14, of the public records of Clay County, Florida, shall be held, sold conveyed and occupied subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch as recorded in O.R. Book 2507, pages 1300 through 1314 of the public records of Clay County, Florida, as they may have been amended from time to time, which covenants, restrictions, conditions and easements shall be perpetual in duration unless otherwise provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to, said Lots and shall be binding upon all parties having any right, title or interest in said Properties or any part thereof, their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of the Association and each Owner as those terms are defined within the Declaration.

IN WITNESS WHEREOF, this Declaration has been executed on this 21st day of February, 2007, by Declarant, acting by and through its undersigned officer who is thereunto duly authorized.

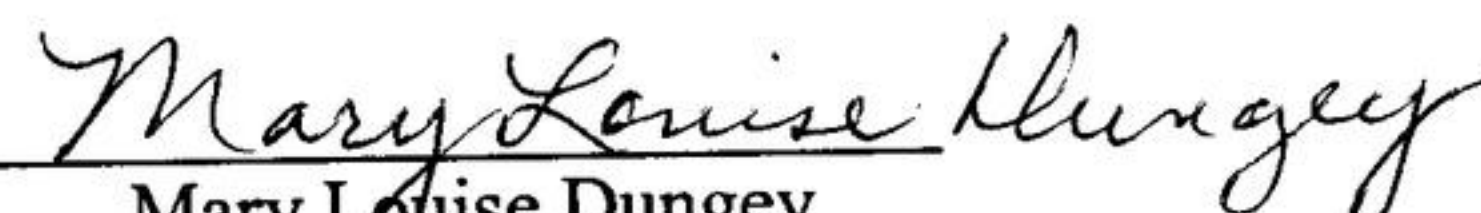
Signed, sealed and delivered
In the presence of:


Print Name John N Day

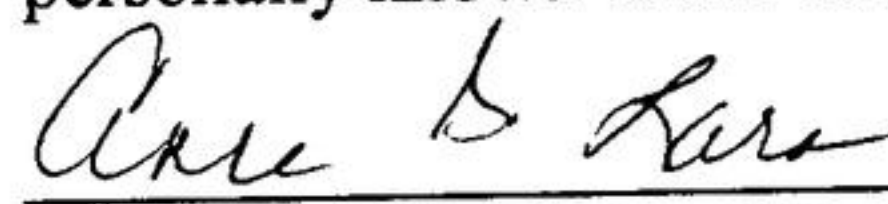

Print Name DONNA PASSMORE

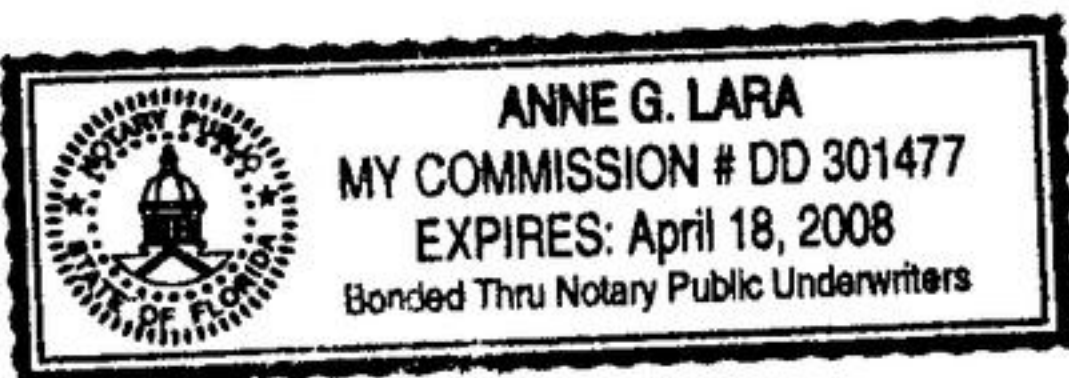
State of Florida
County of Duval

FIRST FORTY, LLC
a Florida Limited Liability Company

By: 
Mary Louise Dungey
President

The foregoing instrument was acknowledged before me this 21st day of February, 2007, by Mary Louise Dungey, President of First Forty, LLC, on behalf of the Limited Liability Company. She is personally known to me and did not take an oath.


Notary Public, State of Florida
My Commission Expires:



Note to Clerk:

This document is being re-recorded to correct the executory position of the signatory.

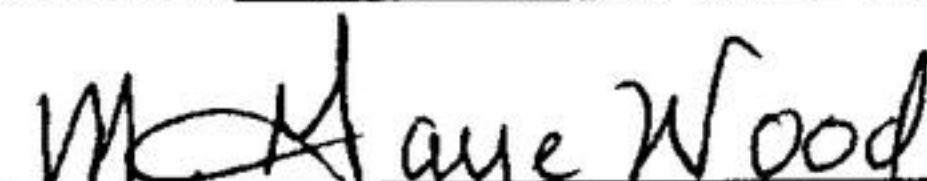
CONSENT AND JOINDER OF MORTGAGEE

The undersigned, American Enterprise Bank of Florida (Mortgagee), the Mortgagee under that certain Note and Mortgage Modification Evidencing Restated Note dated the 28th day of July, 2006 and recorded at Official Records Book 2775, pages 1-4 of the Public Records of Clay County, Florida hereby consents and joins in the foregoing Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch Unit Two, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Declaration) to the Declaration of Covenants, Conditions, Easements and Restrictions for Longleaf Ranch Unit Two.

22 IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this day of FEBRUARY, 2007.

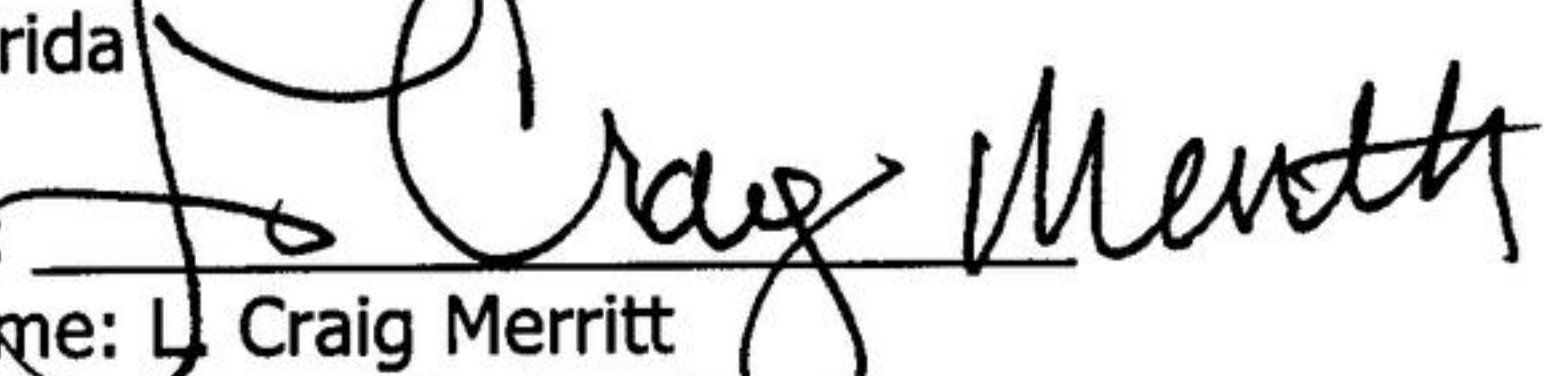
Witnesses:


Name: MARVIN CHUA


Name: M. Gaye Wood

Mortgagee:

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

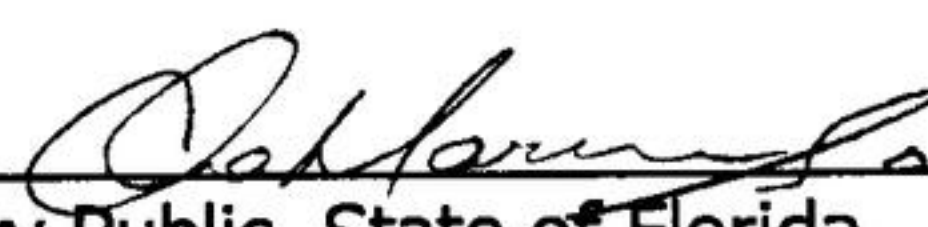
By: 

Name: L. Craig Merritt

Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY 2007, by L. Craig Merritt, who is personally known to me (or has produced VAMP R.D.L. as identification) and who did not take an oath.


Notary Public, State of Florida
At Large

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

