

**Amendment to Community Declaration of Restrictions for
Homesites and Common Areas at Tallahassee Ranch Club,
Originally Recorded in the Public Records of Leon County,
Florida at Book 3597, Page 2269 on October 16, 2006**

This is an amendment to the Community Declaration of Restrictions for Homesites and Common Areas at Tallahassee Ranch Club; said Declaration originally recorded in the Public Records of Leon County, Florida at Book 3597, Page 2269 on October 16, 2006. This amendment is for the purposes of conforming certain provisions in the Declaration found on Page 13 in Article VII, Section 1 "**Drainage and Utility Easements**", so as to conform such provisions to the actual requirements of Leon County and the official Plat of the Tallahassee Ranch Club properties as approved by Leon County, recorded in the Public Records of Leon County, Florida at Plat Book 18, Page 1-35 on November 21, 2006; and to clarify the provisions of the Declaration found on pages 17-18 in Article XI, Section 1 "**Annual Assessments**", so as to make the terms of that Article consistent with the rights and obligations of the Tallahassee Ranch Club Homeowners Association, Inc., to collect annual assessments for the specified and general purposes directed by the Declaration.

Article VII "**Easements**", Section 1 thereof "**Drainage and Utility Easements**" is now by this Amendment amended, supplanted, restated and replaced from its originally recorded form, to henceforth state and declare, with the full force and effect of the original Declaration, as follows:

1. Drainage and Flood Basin Drainage Easements; Utility Easements. *All of the Properties shall be subject to the easement for same, hereby dedicated to the perpetual use of the Tallahassee Ranch Club Homeowners Association, Inc., as shown and set forth in the recorded Plat of Tallahassee Ranch Club. Storm water and surface drainage of the Properties shall be permitted to discharge and flow over, upon, across, through and under such depicted easement, which overlays and is situate within the Properties. The Declarant (its successors and assigns, etc., including the Association and owners of homesites) shall maintain such easement so that at all times, it continues to function for the purposes intended. The Declarant (its successors and assigns, etc., including the Association and owners of homesites) shall be prohibited from altering or replacing anything in the depicted easement which obstructs the flow of storm water or surface drainage from the Properties; Declarant agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through or under such*



easement, or to develop in any manner which obstructs the flow of storm water drainage. Provided, however, as part of an approved site plan and/or pursuant to properly obtained permits or authorizations as may be required, the Declarant (its successors and assigns, etc., including the Association and owners of homesites) may develop, construct and/or install surface improvements within the easement, including paved driveways, parking and/or walkways, landscaping, picnic tables and covered areas (including necessary impervious surface work), utilities, pathways, trails, clearings and pasture for horseback riding, hiking, recreation and play areas and the like, pole barns or other structures for the protection of horses, tack and related equipment, boardwalks and access ways for the enjoyment of persons within the Properties. Decorative and protective fencing and signage may also be constructed and maintained so as to demarcate and protect areas having historical, architectural, archeological or cultural significance, as well as the property boundaries of parcels of land platted for residential use. Natural fill materials may be introduced into the easement (provided that applicable Leon County Environmental Management Permits or other appropriate approvals are applied for and obtained) where compensating volume for drainage and retention of water is created or provided elsewhere within the Properties. Declarant reserves to itself, its successors and assigns, etc., including the Association and owners of homesites, all rights as owners of the Properties encompassed or affected by such easement, including the right to engage in all uses thereof that are not expressly prohibited herein and that are not inconsistent with the purpose of the drainage easements. Additionally, easements along the front and side lot lines of homesites are reserved for the purpose of accommodating surface drainage and underground utilities. Except as shown to the contrary on the Plat, said easements shall be seven and one-half (7.5) feet wide along each lot line and shall provide a total easement width of fifteen (15) feet along contiguous lot lines.

Article XI **"Assessments by Association"**, Section 1 thereof **"Annual Assessments"** is now by this Amendment amended, supplanted, restated and replaced from its originally recorded form, to henceforth state and declare, with the full force and effect of the original Declaration, as follows:

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 streets, roads, common areas and other improvements, the stormwater management system and to fund a reserve account for future



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major repairs or replacements, and for the general purposes and objectives of the Association as set forth herein and in 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 interests appear, in such amounts and providing such coverages as the Board of Directors of the Association may determine from time to time. Such Assessment shall initially be levied upon each Homesite immediately after the time of sale by Declarant, and prorated as appropriate, as provided in Section 5 of this Article, if levied after January 1, 2007.

This amendment is made by the Declarant pursuant to the rights and authorities granted to it in the Declaration, specifically, but without limitation, Article XIII, Section 5 (**Amendment**) thereof. The amendment as to Article VII, Section 1., only, has, as evidenced below, been approved in writing by Leon County as required by Section 7 of Article XIV of the Declaration.

Declarant has made and executed this Amendment, this
6th day of March, 2007.



WITNESSES:

Florida Land & Ranches, LLC,
A Florida Limited Liability Corporation

Print Name: Terry Clapton

Print Name: Joseph Bracciano

By: Christopher Forbes

Christopher Forbes, Vice President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6th day of March 2007, by Christopher Forbes, as Vice President of Florida Land & Ranches, LLC., a Florida Limited Liability Corporation, on behalf of said corporation.

[Seal]

Notary Public

Print Name: Lisa Ann Burnett

My Commission Expires: 6-8-07

Personally Known X

(OR) Produced Identification _____

Type of Identification produced: _____



Lisa Ann Burnett

My Commission DD221074

Expires June 08, 2007

Approved as to amendment to Article VII, Section 1., this 7th day of March 2007.

ON BEHALF OF LEON COUNTY, FLORIDA

By: [Signature]

Title: County Attorney

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