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**SECOND AMENDMENT TO THE DECLARATION OF EASEMENTS,
RESERVATIONS, AND PROTECTIVE COVENANTS OF AUCILLA
PLANTATIONS**

This Second Amendment to the Declaration of Easements, Reservations, and Protective Covenants ("Second Amendment") is made the 30th day of MARCH 2010, by Madison Timberland, LLC, a Florida limited liability company, hereinafter called the Declarant;

WHEREAS, the Declarant is the owner of not less than one parcel of real property described in Article I of the Declaration of Easements, Reservations, and Protective Covenants of Aucilla Plantation recorded in the Official Records Book 841 at Page 206, as amended by that certain Amendment to the Declaration of Easements, Reservations and Protective Covenants of Aucilla Plantations recorded in Official Records Book 880, page 44 (the "First Amendment"), of the public records of Madison County, Florida (collectively, the Declaration"), and the intent and purpose of this Second Amendment is to amend the Declaration.

WHEREAS, in Article XI of the Declaration, the Declarant reserved the right to amend the Declaration in its sole discretion, without joinder of any other party, until the last Parcel has been sold.

NOW, THEREFORE, Declarant exercises the above right and declares that all rules, regulations, covenants, conditions, restrictions, easements, reservations, burdens, liens, and all other provisions of the Declaration shall be in full force and effect except as modified below:

Amendment I

Amendment 1 of the First Amendment is hereby deleted in its entirety and replaced with the following:

Cutting of timber shall be allowed on any Parcel subject to the following rules, regulations, covenants and restrictions:

No Commercial timbering operations shall be conducted within the Property without the prior written consent of the Association, such consent not to be unreasonably withheld. Any Parcel owner desirous of cutting timber on a Parcel shall first deliver to the Association in writing a cutting plan that describes (i) the portion(s) of the Parcel to be cut, (ii) the timing of such cutting activities, (iii) a copy of the contract to perform such cutting activities, and (iv) confirms that such cutting operations and the Parcel owner shall comply with the Declaration, as amended, as well as any additional rules and regulations promulgated by the Association, including but not limited to the following:

A) No timbering operations of any kind shall be allowed on any conservation lands.

B) A minimum of 25 mature trees within each acre of a Parcel shall not be harvested in

order to maintain the character of the Property. In no event shall any Parcel owner be permitted to average 25 mature trees per acre of the Parcel; rather 25 mature trees on each acre of the Parcel shall be maintained.

C) There shall be no clear cutting allowed on any portion of the Property.

D) All cutting activities shall be conducted only during dry weather conditions. No cutting operations may be conducted during or within a reasonable time before or after wet or inclement weather, or at anytime that the roads within the Property are or may be damaged by any commercial trucks or logging trucks.

E) Within five (5) days of the completion of all cutting activities lot owner will be responsible for notifying the association of completion.

F) All vehicles using the roads within the Property in connection with any logging activities shall use utmost care and diligence to prevent damage to the roads. Any damage caused by such vehicles shall be the sole responsibility of the owner(s) of the Parcel(s) conducting the cutting activities. In the event that a Parcel owner or their agents or employees cause any damage to the roads during or after any cutting activities, such Parcel owner shall be responsible, at their sole cost and expense, for the repair and/or restoration of the roads and the improvements located thereon to the same or better quality as existed prior to such damage. Such repair and/or restoration shall be commenced no later than ten (10) days following such damage and shall be completed as soon as is reasonably practicable, but in any event no later than sixty (60) days following such damage (collectively the "Road Restoration Obligations").

G) Within thirty (30) days of the completion of all cutting activities on the Parcel, the Parcel owner shall cause all debris, fallen timber and branches to be removed from the Parcel in a professional manner, (including any ditches) caused or created by the cutting activities to be restored to their original condition in order to preserve the character of the Property (collectively the "Parcel Restoration Obligations").

(The Road Restoration Obligations and the Parcel Restoration Obligations are hereinafter collectively referred to as the "Obligations").

H) In the event the Parcel owner fails to complete its Obligations as required herein to the reasonable satisfaction of the Association, to be determined in the Association's sole discretion, the Association shall have the right, but not the obligation, to perform such Obligations on behalf of the Parcel owner, and the Parcel owner shall, without demand, reimburse the Association for all costs and expenses incurred by the Association in performing (or causing to be performed) such Obligations, together with interest thereon from the date advanced until paid, at the rate of 18% per annum. In the event that the Parcel owner fails to reimburse the Association as required herein within fifteen (15) days of the Association's advance of such costs and expenses, then at the option of the Board, such amount due and owing shall become delinquent and shall, together with interest thereon, late charges and the cost of collection thereof, including reasonable attorneys' fees and court costs, thereupon become a lien on the owner's Parcel. Such lien is effective and shall take priority as of the date of recording of

a claim of lien in the public records of the County, and may be foreclosed in the manner provided for mortgages.

I) Any Parcel owner performing cutting activities as described herein agrees to indemnify and hold the Association and all its Members harmless from any damages, claims or losses which are caused by such Parcel owner, its agents, contractors or employees.

J) Under Article II, Section K of the Covenants and Restrictions of Aucilla Plantation in the last sentence "no commercial cutting of timber shall be permitted on any Parcel" is hereby deleted. Any other reference restricting commercial timbering in the aforementioned covenants is deleted. All commercial timbering activity will be subject to the rules and regulations set forth by this amendment.

IN WITNESS WHEREOF, MADISON TIMBERLAND, LLC, has caused this instrument to be executed in its name, the day and year first above written.

Madison Timberland, LLC, a Florida limited liability company

By: The Archer Group, LLC a
Florida limited liability company,
formerly known as Itera
Timberland &
Development Strategies LLC, a
Florida limited liability company,
Its: Sole Member and Manager
By: [Signature]
Name: Nick Kavalieros
Its: Manager

STATE OF FLORIDA
COUNTY DUVAL

I, Donna L Ritch A Notary public of the State and County aforesaid, certify
that Nick Kavalieros as the Manager of The Archer Group, LLC, in its capacity as the Sole
Member and Manager of Madison Timberland, LLC, personally appeared before me this day and
I personally know him or he has produced [Signature] as identification.

Given under my hand and official seal on this the 30 day of March, 2010



[Signature]
Notary Public
My Commission Expires: May 22 2012