



This Instrument was prepared by:
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218 Almeria Avenue
Coral Gables, Florida 33134

env

33.00

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Second Amendment") is made as of the 14th of May, 2003, by OCALA SPRINGS SHOPPING CENTER, L.C., A FLORIDA LIMITED LIABILITY COMPANY (hereinafter referred to as "OCALA SPRINGS") and WEC-98B-2 INVESTMENT TRUST (hereinafter referred to as "WEC") hereinafter both collectively referred to as "Declarant."

RECITALS

WHEREAS, the previous owner, AUSTIN LAND COMPANY, made that certain Declaration of Restrictions and Grant of Easements dated as of February 7, 1992 (the "Declaration") with respect to certain real property situate in Marion County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which was recorded in Official Records Book 1852 at Page 187, et seq of the Public Records of Marion County, Florida. Said Declaration was then First Amended on July 28, 1993 by the then previous owners, AUSTIN LAND COMPANY and KASH N' KARRY, by virtue of that certain First Amendment to Declaration of Restrictions and Grant of Easements (the "First Amendment") recorded July 28, 1993 in Official Records Book 1945 at Page 1179, et seq. of the Public Records of Marion County, Florida.

WHEREAS, AUSTIN LAND COMPANY, conveyed its ownership interest in the Property to OCALA SPRINGS and KASH N' KARRY, conveyed its ownership interest to WEC. OCALA SPRINGS and WEC are now the sole owners of the Property and they desire to modify and amend the Declaration as hereinafter set forth as permitted by Section 4 under the General Provisions Section of the Declaration.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed by the parties as follows:

1. Recitals. All of the recitals contained in this Second Amendment are true and correct and are made a part hereof as if set forth herein in full.

Signed in the Presence of:

OCALA SPRINGS SHOPPING
CENTER, L.C., A FLORIDA
LIMITED LIABILITY COMPANY

[Signature]
Print Name: ROLANDO HERRUTINER

BY: [Signature]
James Stringer, President

[Signature]
Print Name: OSCAR L. VALENCIA

WEC- 98B-2 INVESTMENT
TRUST

[Signature]
Print Name: STEVEN D. BLUMENFELD

BY: [Signature]
Owner


[Signature]
Print Name: STEVEN D. BLUMENFELD

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 14th day of MAY, 2003, before me personally appeared JAMES DAVID STRINGER as President of OCALA SPRINGS SHOPPING CENTER, L.C., a Florida limited liability company who is personally known to me or who produced FL. DRIVER LICENSE as identification and who did not take an oath and acknowledged before me that he executed the same.

Witness my hand and official seal this 14 day of May, 2003

 Maria P. Guillem-Pendas
My Commission DD185133
Expires February 19, 2007

[Signature]

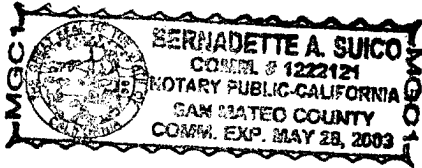
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

STATE OF CA
COUNTY OF SAN MATEO

I HEREBY CERTIFY that on this 23 day of MAY, 2003, before me personally appeared TERY BLUMENFELD as TRUSTEE of WEC-98B-2 INVESTMENT TRUST who is personally known to me or who produced CA. DRIVERS LICENSE as identification and who did not take an oath and acknowledged before me that he executed the same.

Witness my hand and official seal this 23 day of MAY, 2003.



[Signature]
NOTARY PUBLIC, STATE OF
AT LARGE
My Commission Expires: 5/28/03

EXHIBIT
AFILE: 2003071391
OR BOOK/PAGE 03434/1109**PARENT TRACT
DESCRIPTION**

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 CORNER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 22 EAST; THENCE S.89°59'57"E. ALONG THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 100.00 FEET; THENCE N.00°05'11"E., 100 FEET DISTANT FROM AND PARALLEL TO THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION, 168.89 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE N.00°05'11"E. ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 301 & 441 (A 200 FOOT RIGHT OF WAY) 960.88 FEET; THENCE N.89°41'24"E. A DISTANCE OF 1044.40 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S.00°06'23"W. ALONG SAID BOUNDARY 1085.44 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 326 (A 100.00 FOOT RIGHT OF WAY); THENCE N.89°59'57"W. 50.00 FEET DISTANT FROM AND PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION, 913.66 FEET; THENCE N.47°35'18"W. 176.28 FEET TO THE POINT OF BEGINNING. EXCEPT THE EAST 340.00 FEET OF THE SOUTH 306.24 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 22 EAST. ABOVE DESCRIBED PARCEL BEING SITUATE IN MARION COUNTY, FLORIDA AND CONTAINING 23.77 ACRES MORE OR LESS.

2. Paragraph 2(b) of the Development Section of the Declaration is hereby amended to read as follows:

“No Building or structure erected in the Shopping Center or on any outparcel shall exceed one (1) story plus a mezzanine in height, nor shall any such building or structure except the Building Area shown as cross hatched on Exhibit “B” or single tenant one (1) story building in excess of ten thousand (10,000) square feet, exceed twenty-seven (27) feet in height.”

3. Addition: The following paragraph shall be added as Paragraph No. 3 under section entitled “**Restrictions on Use**”

3. Notwithstanding anything contained in this section entitled “Restrictions on Use”, to the contrary, no portion of any of the outparcels owned by Ocala Springs Shopping Center, L.C. shall be used by banks or financial institutions, including without limitation, commercial banks, stock brokerage offices, savings and loan, and credit unions for maintaining or operating an office, with the exception of the Corner Outparcel which is shown as Lot #3 on the attached site plan which may be used to construct and operate a bank and/or financial institution on such outparcel. This restriction, however, shall continue to apply to Lot #1 on the attached site plan. The outparcels (Lot 1, and Lot 3) shall continue to have ingress and egress cross easements for access as noted in the original declaration. The attached site plan shall be known as Exhibit “E”. Kash n’ Karry is not prohibited from installing an ATM machine or locating a banking facility inside its Demised Premises during its lease term.

4. Addition: The following paragraph shall modify paragraph 3. (d) under section entitled Phases in the First Amendment. The “Building Area” of Phase I shall include Lot 1, Lot 3, and Lot 6 as shown on the attached exhibit “E”. Phase II building area shall be whatever is allowed under Marion County Zoning, subject to the existing access easements and drainage easements and percolation pond easements.

5. Ratification. The Declaration and First Amendment and all of the terms and provisions contained thereof, as modified by this Second Amendment, are hereby ratified, approved and confirmed as being in full force and effect.

6. Successors and Assigns. This Second Amendment shall be binding and its benefits and advantages shall inure to the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective parties hereto have executed this Second Amendment.

[Signature page to follow.]