

GOVERNOR'S POINTE YACHT CLUB, LLC

**MARINA FACILITIES AREA
RULES AND REGULATIONS**

WHEREAS, Governor's Pointe Yacht Club, LLC, a Florida Limited Liability Company, ("Developer"), is the developer of a twenty-two (22) lot residential community known as Governor's Pointe Yacht Club, LLC ("Governor's Pointe") as described in Plats recorded in The Public Records, of Clay County, Florida.

WHEREAS, Developer obtained the necessary permits (the St. Johns River Water Management Permit and the Consent to Use Submerged Lands and Army Corps of Engineers Permit (together, the "Permits")) to construct a marina facilities area for Governors Pointe ("Marina").

WHEREAS, Developer constructed the marina consisting of a dock and up to forty-eight (48) Boat Slips for the use and benefit of the Boat Slip Owners being Governor's Pointe Lot owners and Non Lot Owners.

WHEREAS, Developer intends to sell Marina Slip Assignments to Participating Lot Owners, which Boat Slip Owners shall have an ownership interest that shall run with the Lot owned by such Boat Slip Owner, except as otherwise provided herein;

WHEREAS, Developer intends for all Boat Slip Owners to have the non-exclusive use and enjoyment of the Dock, and any other portion of the Marina, not including any assigned Boat Slips;

WHEREAS, Developer owns (i) the Permits; (ii) the Wetlands; (iii) the Uplands; and (iv) the Marina improvements, including the Dock and Boat Slips located on the Dock Parcel and constructed over submerged land in the St. Johns River pursuant to the Permits;

WHEREAS, Developer desires to establish certain, rules and regulations for the mutual benefit of Developer, the Participating Lot Owners, and the Boat Slip Owners;

NOW, THEREFORE, in consideration of the foregoing, the sum of \$10.00 and the mutual benefits to be derived herefrom, it is declared as follows:

ARTICLE ONE

DEFINITIONS

1.01. Assessment shall mean any assessment imposed pursuant to of these Covenants.

1.02. Association shall mean Governor's Pointe Yacht Club Homeowners' Association, Inc.

1.03. Benefited Lot shall have the meaning ascribed to it in Section 2.02.

1.04. Boat Slip shall mean any portion of the Marina identified as a Boat Slip on Exhibit A attached hereto.

1.05. Boat Slip Owner shall mean a Participating Lot Owner or Participating Non-Lot Owner who owns a Boat Slip.

1.06. Common Elements shall mean all of the Marina and the Limited Common Elements appurtenant hereto.

1.07. Dock shall mean all dock structures, including pilings, deck, gangways, stairs and dolphins.

1.08. Dock Parcel and Dock Walkway shall mean the easement as shown on plat of Governor's Pointe which provides for access to and from the Dock.

1.09. Lot shall mean the lot of a Participating Lot Owner.

1.10. Marina facilities area shall mean collectively, (i) the Developer's interest in the Permits, (ii) the Dock, (iii) the Developer's interest in the Uplands, (iv) the Dock Parcel, (v) the Pedestrian Easement, and (vi) the Boat Slips.

1.11. Marina Basin shall mean the water body located in the St. Johns River under the Dock, all as governed by the Permit.

1.12. Marina Slip Assignment shall mean the instrument that conveys exclusive use rights of a Boat Slip to a Boat Slip Owner

1.13. Participating Lot Owner shall mean any lot owner in Governor's Pointe.

1.14. Pedestrian Dock Walkway shall mean Tract G as shown on Plat of Governor's Pointe

1.15. Plat shall mean the plat of Governors Pointe recorded in Plat Book 54, Page 57 and 58, in the Public Records of Clay County and the plat of the "Annexed Property" as recorded in Plat Book _____ Page _____ in the Public Records of Clay County, Florida.

1.16 Rules and Regulations shall mean this Document as same shall be amended from time to time.

ARTICLE TWO

DECLARATION

2.01. Property Subject to Rules and Regulations. The property subject to these Rules and Regulations shall consist of the Marina. The grantee of any deed, lease, license or other document of transfer or conveyance transferring a Boat Slip, License, Lot, or any other portion of the Property, shall, by the acceptance of such deed or other document, be deemed to have agreed to observe, comply with and be bound by these Rules and Regulations.

2.02. Boat Slips and Interest under this Declaration. These Rules and Regulations shall be binding upon all parties acquiring an interest in the lot of a Participating Lot Owner and Participating Non-Lot Owner. The Participating Lot Owner's respective Lot shall not be subject to liens for unpaid Assessment. Marina Slip Assignments to use Boat Slips shall be sold (and the Price included in the Lot Purchase Price) to Participating Lot Owners and Participating Non-Lot Owners (with the price anticipated to be determined by the Association), and such Boat Slip shall be exclusively for the use of the Boat Slip Owner. The Boat Slip Owner's respective Lot (the "Benefited Lot") shall not be subject to liens for unpaid Assessments of the particular Boat Slip Owner. In the event that a Boat Slip Owner is divested of his Lot, or retains his lot and retains the Boat Slip, the Boat Slip Owner's respective boat and Boat Slip shall be subject to liens for unpaid Assessments of the particular Boat Slip Owner.

2.03. Easement Benefiting Boat Slip Owners. The Developer has established for the benefit of the Boat Slip Owners and their lessees and invitees: (i) a non-exclusive easement and right to use the Common Elements for pedestrian access and for the purposes of locating within such easement utilities and lines serving the Boat Slips; and (ii) a non-exclusive easement and right to use the Marina Basin for ingress and egress by boat and for general recreational use. The foregoing easements shall be appurtenant to the Boat Slips, shall terminate upon the termination of the Marina Slip Assignment.

2.04. Easement Benefiting Participating Lot Owners. The Developer has established for the benefit of Participating Lot Owners and their lessees and invitees: (i) a non-exclusive easement for pedestrian use only for ingress and egress over the Common Elements and (ii) a non-exclusive easement and right to use the Marina Basin for ingress and egress by boat and for general recreational use. The foregoing easements shall be appurtenant to the Lots.

2.05. Additions. The Developer, subject to a seventy-five percent (75%) vote of the Association shall have the exclusive right, from time to time and within Developer's sole discretion, to further develop the Marina and to include within this Declaration additional improvements arising from such further development, including additional Boat Slips and Common Elements. Developer reserves for itself and its successors and

assigns any easements necessary for ingress and egress to the additional improvements, temporary construction easements and easements for utilities and other services.

2.06. Conveyance to Association. Developer, his successors or assigns, will convey to the Association at any time all or any portion of the Marina owned by Developer, including the Common Elements. Such conveyance may (i) be subject to easements for the construction, installation and repair of roadways, utility and pedestrian access, (ii) be subject to further encumbrances and restrictions of record, (iii) be subject to Developer retaining all Boat Slips owned by Developer, and (iv) be located in an area subject to flooding or be under water. The association hereby agrees to accept the common elements and shall accept the common elements on a "where is, as is," condition, without recourse, and the developer disclaims and makes no representations or warranties, express or implied, by fact or law, with respect thereto, including without limitation representations or warranties of merchantability or fitness for the ordinary or any particular purpose and representations and warranties regarding the extent, design, fitness, condition, construction, accuracy, completeness, location, adequacy of the size or capacity in relation to the utilization or the future economic performance or operation of, or the materials or equipment which has been or will be used

ARTICLE THREE

BOAT SLIPS

3.01. Boat Slip Boundaries. The Boat Slips shall be located and identified as depicted in the attached Exhibit A. The perimeter boundaries of each Boat Slip shall be the interior of the vertical planes passing through the outermost surface of the Dock or pilings surrounding that Boat Slip, and passing through the common boundary shared between two adjacent Boat Slips and the lower boundary shall be the upper surface of that portion of the submerged land lying beneath the Boat slip.

3.02. Restrictions on Sale or Transfer. No Boat Slip shall be conveyed, encumbered, assigned, leased, subdivided or otherwise transferred separate and apart from the Benefited Lot, except as follows: with the written approval of the Association: (i) a Boat Slip may be exchanged for a Boat Slip owned by another Boat Slip Owner in the event a Boat Slip of different length or different location with the Marina is desired; (ii) a Boat Slip may be conveyed or leased to any Participating Lot Owner; (iii) a Boat Slip Owner may transfer his Lot separate and apart from the Boat Slip so long as such Boat Slip Owner retains exclusive ownership of such Boat Slip and restricts the future conveyance of such divested Boat Slip only to a Participating Lot Owner, at which time the Lot of such Participating Lot Owner shall become a Benefited Lot or a Boat Slip Owner; (iv) a Boat Slip may be transferred via sale or lease to a Non Lot Owner. In the event a Boat Slip is exchanged as described in subsection (i) herein or conveyed as described in subsection (ii), (iii) and (iv) herein, such exchange or conveyance shall be effected by an assignment of the Marina Slip Agreement which shall be delivered to the Association and maintained with the books and records of the Association, and said assignment shall be recorded in the public records of Clay County, Florida.

3.03. Appurtenances. Each Boat Slip shall include:

(a) Limited Common Elements. The exclusive right to use and occupy (i) that portion of the upper surface of the Dock surrounding the Boat Slip from the vertical boundaries described in Section 1 to the centerline of such upper surfaces, subject only to the easements established in the Declaration; (ii) all cleats, tie pilings and dolphins adjoining the Boat Slip and designated for the exclusive use of the Boat slip Owner; (iii) any dockbox or other improvement (including electric, water and other utility connections) placed on the Dock adjacent to the Boat Slip by Developer for the exclusive use of the Boat Slip Owner; and (iv) the roof over any Boat Slip

(b) Easements. Those easements described in the Declaration.

(c) Personal Property. An undivided interest in any personal property or equipment acquired, and any reserves or surplus accumulated by way of Assessments paid by the Boat Slip Owner, as described herein.

3.04. Restrictions. The Boat Slip and its appurtenances are subject to the following conditions and limitations:

(a) Covenants. All of the covenants and restrictions contained in the Rules and Regulations.

(b) Commercial Use. A Boat Slip shall not be used for commercial purposes.

(c) Subdividing. A Boat Slip shall not be further subdivided by its Boat Slip Owner.

(d) Rules. Each Boat Slip Owner, and all invitees or guests of the Boat Slip Owner, shall comply with such rules and regulations for the operation of the Marina as may be adopted from time to time and comply with all rules set by the St. Johns Water Management District, Permit No. 40-019-1056965 (attached hereto as Exhibit B).

3.05. Boat Lifts. Each Boat Slip Owner shall be allowed to place a boat lift, at his own expense, within the boundaries of his Boat Slip for the purpose of storing his boat above the water level. All plans and specifications for a proposed boat lift must be submitted to the Association for approval prior to commencement of construction. The Rules Committee shall approve or disapprove such plans within fifteen (15) days of receipt of the plans. If the Association does not otherwise indicate its disapproval within such fifteen (15) days, then the plans shall be deemed approved. Approval by the Association shall be in the Board's sole discretion due to the necessity to ensure the safety of all boaters within the Marina Basin and to protect and preserve the aesthetics of the Marina Basin.

ARTICLE FOUR

OPERATION OF MARINA

4.01. Management. The Marina shall be managed by the Association. The Association shall vote (by 75% Majority of Boat Slip Owners) on a position of Manager who may or may not be a Boat Slip Owner.

4.02. Maintenance.

(a) By Boat Slip Owners. Each Boat Slip Owner shall:

(i) Keep the Boat Slip and any boat within the Boat Slip in a clean, orderly and safe condition and appearance at the Boat Slip Owner's expense.

(ii) Promptly advise the Association of any defect or need for repairs within the Marina for which the Association is responsible.

(iii) Promptly repair or replace, at Boat Slip Owner's expense, that portion of the Marina which is damaged due to the negligence or abuse of Boat Slip Owner or Boat Slip Owner's invitee or lessee. Such repairs may be made by the Association and charged to Boat Slip Owner as an Assessment. Boat Slip Owner shall not undertake any repairs of the Marina without the prior written approval of the Association.

(b) By Association. The Association shall maintain the entire Marina, including the Dock, as a matter of Common Expense except for repairs to be performed by a Boat Slip Owner.

4.03. Insurance.

(a) Casualty Insurance and Liability Insurance. The Developer, on behalf of the Association, will purchase a casualty insurance policy and a liability insurance policy for the Marina.

(b) Marina. If the Association deems it prudent to obtain and maintain general liability insurance and/or hazard insurance on the Marina, for the benefit of the Participating Lot Owners, as a matter of Common Expense then the following will apply:

(i) At the request of any Boat Slip Owner or mortgagee, the Association shall obtain a certificate of insurance reflecting the coverage then in force and the interest of that Boat Slip Owner or mortgagee.

(ii) In the event of an insured loss, the Association shall be solely responsible for filing, prosecuting and settling any claim arising under such insurance policies

(iii) Any insurance proceeds payable with respect to any hazard insurance policies maintained by the Association as a matter of Common Expense shall be paid solely to the Association and held in trust for all of the Participating Lot Owners and mortgagees.

(c) Boat Slips. Each Boat Slip Owner shall be responsible for the cost of maintaining insurance upon the Boat Slip Owner's boat and other personal property kept within the Boat Slip and its appurtenant Limited Common Elements, as well as for the personal liability of such Boat Slip Owner. Said insurance shall carry a minimum limit of liability coverage of One Hundred Thousand Dollars (\$100,000.00) and name the Association as "Additional Insured".

4.04. Right of Entry. Each Boat Slip Owner shall permit the Association and its agents to enter into and upon the Boat Slip at all reasonable times, and in the event of an emergency at any other time, for the purpose of maintaining, altering or repairing the Boat Slip and the Dock, or for the purpose of posting notices, or for the purpose of placing upon the property any usual or ordinary signs, for fire or police purposes or to protect the property from any cause whatsoever, without any reductions of Assessments and without any liability on the part of the Association or its agents for any loss of occupation or quiet enjoyment of the premises caused thereby.

4.05. Rules. The Association shall adopt and modify or supplement, from time to time, reasonable rules and regulations for the use of the Marina. The Association shall have a Rules Committee to enforce rules and resolve issues arising associated with the Marina Facilities Area. The Rules Committee shall consist of three (3) lot owners who shall serve 2 year terms. In the event a Participating Lot Owner or Participating Non-Lot Owner (or their guest or invitee) violates any of the foregoing rules or the other restrictions contained in herein, the Association may:

(a) Fine. Impose a fine upon the Participating Lot Owner, if such fine is recommended by the Association. Any such fine recommended shall be collectible and shall be an assessment against the Boat Slip only herein, and shall be used to defray the cost of rectifying the violation, with the excess, if any, applies to the general Common Expenses.

(b) Suspension. In the event of a continuing violation which, in the Association's judgment, jeopardizes (i) the safety of persons or property, (ii) the structural integrity of the Dock or other Common Elements, or (iii) any of the licenses or permits necessary for the operation of the Marina, the Association may suspend the Boat Slip Owner's rights until such time as the Association is satisfied that the violation or risk of harm has ceased.

(c) Correction. After notice from the association and the reasonable opportunity to cure the violation, the Association may take such action as the Association considers reasonably necessary in order to completely correct the violation at the Boat Slip Owner's expense.

4.06. Remedies. In addition to the specific remedies provided, the Association may take such other actions as may be available at law or in equity, all of which remedies shall be cumulative and not mutually exclusive. The Boat Slip Owner is responsible (either directly or through lessee, guests or invitees) for such a violation shall pay all costs incurred by the Association.

4.07. Utilities. Each Boat Slip Owner shall pay for all electrical, telephone, water and other utilities services provided to the Boat Slip Owner's Boat Slip, whether such services are separately metered or otherwise allocated among the Boat Slips by the Association.

4.08. Common Expenses. The common expenses shall consist of all of the cost of administration, management and operation of the Marina including, without limitation, the cost of:

- (a) Lease payments for the Submerged Land Lease payable to the State of Florida.
- (b) Maintenance of the Common Elements and Limited Common Elements:
- (c) Marina insurance premiums:
- (d) Marina utilities serving the Common Elements:
- (e) Taxes affecting the Common Elements:
- (f) Replacement of the Common Elements as necessary:
- (g) Any other action reasonably necessary in the Association's judgment, to keeping the Common Elements clean, orderly and safe in condition and appearance, to preserve or enhance the value of the Boat Slips, and to keep all necessary permits and licenses current: and
- (h) Repayment (with interest) of funds borrowed for any of the foregoing purposes (collectively, the "Common Expenses")

4.09 General Assessments. The Common Expenses shall be assessed and paid by the Boat Slip Owners to the Association in the following manner:

(a) General Assessments for Boat Slip Owners; Cap. The Annual Common Expenses for Boat Slip Owners shall be \$75 per month for the first year. This fee shall begin at Lot purchase or Boat Slip purchase and shall be prorated in the first month. Increases are to be limited to no more than 5% per year.

(b) Special Assessments to Boat Owners. Upon a vote of Seventy-Five Percent (75%) of the Association Members, a Special Assessment may be levied for unforeseen expenses. The cost of any Special Assessments shall be spread and paid equally among all Boat Slip Owners.

(c) Nature of Obligation. All Assessments together with interest thereon at the rate described below and all costs of collection including reasonable attorney's fees, whether incurred at or before trial, on appeal or in bankruptcy proceedings, shall constitute a personal obligation of the respective Boat Slip Owner as of the date the Assessment is fixed and shall be payable to Association on demand. Furthermore, the General Assessments of each Boat Slip Owner, together with interest and costs of collection as herein provided, shall be a charge and continuing lien upon the Boat Slip, which lien shall be enforceable by the Association by way of a foreclosure action in a court of competent jurisdiction.

(d) Payment Date. Boat Slip Owner's shall pay the General Assessments, Annually, Semi-annually, Quarterly or Monthly. By December 15 of each proceeding year, the Association shall prepare and distribute a budget (to be effective January 1 of that particular year) (the "Annual Budget") to the Boat Slip Owners, which Annual Budget shall set forth the estimated General Assessments for the upcoming calendar year. All Assessments for Common Expenses not included in an annual budget, and any Individual Assessments levied by the Association

(e) Interest; Late Charges. In addition to the remedies provided in this Article Four, all Assessments shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law beginning on the date which is fifteen (15) days after date the Assessment is due.

4.10. Assessments for Unsold Boat Slips. The Developer shall not pay the Assessments on any Boat Slips that it owns, but shall be responsible for all common Expenses over the fees paid by Boat Slip Owners.

4.11. Nonjudicial Sale of Vessels. The Assessment as to each Boat Slip, together with interest and costs of collection as herein provided, shall be a charge and a continuing lien upon the vessel stored in the Boat Slip, which lien shall be enforceable by the Association by way of foreclosure action in a court of competent jurisdiction and the non-payment of Assessments for a period of six months or more shall subject the vessel stored in the Boat Slip to a non-judicial sale pursuant to Section 328.17 (4), Fla. Stat. "Lease" as used in § 328.17(4) shall be construed to mean terms and conditions in this Declaration and the License for the exclusive use and enjoyment of any Boat Slip.

ARTICLE FIVE

MEMBERSHIP AND VOTING RIGHTS

5.01. Membership. Every Boat Slip Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separate from, the ownership of any Boat Slip.

5.02. Membership of Developer. So long as the Developer owns one or more of the Boat Slips in the Marina, the Developer shall be a member of the Association.

5.03. Classes of Membership.

(a) Class A Members shall be all Participating Lot Owners, not including the Developer.

(b) Class B Members shall be all Participating Non-Lot Owners, plus the Developer.

5.04. Voting Rights for Class A Members. Each Participating Lot Owner shall receive two (2) votes per Boat Slip Owner.

5.05. Voting Rights for Class B Members. Each Participating Non-Lot Owner plus Developer shall receive one (1) vote per Boat Slip Owner.

ARTICLE SIX

CASUALTY

6.01. Casualty. The Developer will purchase casualty insurance policy for the Marina and will be repaid by Assessments, pro rated.

(a) Reconstruction. The Developer shall rebuild or replace any casualty damage as nearly as possible to its condition prior to the casualty, first applying any insurance proceeds received by the Association, and thereafter levying Assessments against the Boat Slip Owners for their pro rata share of any deficiency as a matter of Common Expenses. Any excess insurance proceeds remaining after all cost of repairing or replacing the casualty damage have been paid shall be held by the Association for the benefit of the Association to defray future Common Expenses.

(b) Termination. Upon the occurrence of any casualty damage to the Marina, if (i) all of the Boat Slip Owners and mortgagees elect in writing to terminate the Marina facilities Area , or (ii) all of the Boat Slips are damaged or destroyed, and the Association is unable (after exercising all reasonable efforts and diligence) to obtain the necessary permits or government approvals for the repair or replacement of such damage, the Association shall distribute any net insurance proceeds (after deducting the costs of filing and adjusting the insurance claims) to the Boat Slip Owners (jointly with their mortgagees, if any) on a pro rated basis.

ARTICLE SEVEN

AMENDMENT

These Rules and Regulations may be amended at any time as follows:

7.01. Amendment.

(a) The amendment of this Rules and Regulations must be approved by the vote of at least Seventy-five percent (75%) of the voting interest of the Association. Amendments which shall discriminate against, change the boundaries of any Boat Slip or change the pro rata share of Common Expenses attributable to any Boat Slip, shall require the consent in writing of the affected Boat Slip Owner of the Boat Slip. Any amendment to the rights set forth herein shall require the consent in writing of Seventy-five percent (75%) of Boat Slip Owners. Boat Slip Owners who are not current on their annual common expenses are not allowed to vote.

ARTICLE EIGHT

GENERAL PROVISIONS

8.01. Private Rights. The rights, established by these Rules and Regulations shall be for the benefit of the restricted solely to the Boat Slip Owner's.

8.02. Notice. Any notices required to be sent to any person pursuant to any provision of this Declaration will be effective if such notice has been prepaid, addressed to the person for whom it is intended at his last known place of residence. The effective date of the notice shall be the date of mailing.

8.03. Severability. Whenever possible each provision of these Rules and Regulations shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, as to this end the provisions of these Rules and Regulations are declared to be severable.

8.04. Disputes and Construction of Terms. In the event of any dispute arising under these Rules and Regulations, the issue shall be submitted to the Rules Committee of the Association. The Rules Committee shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noticed their interest.

Signature Page of
Governors Pointe Yacht Club, LLC

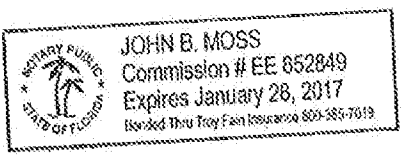
Governor's Pointe Yacht Club, LLC

By: [Signature]
Name: MARK LAMPKE
Its: MANAGING MEMBER

State of Florida
County of City

The foregoing instrument was acknowledged before me this 12 day of Sept, 2013 by Mark Lampke, who is personally known to me or who has produced personally known as identification and who did not take an oath.

Affix Notary Stamp



Notary Sign Name: [Signature]
Notary Print Name: John B Moss
Notary Public, State of: Fla.
Notary Commission Expires: 1.28.2017

Signature Page of
TrueMark Properties II, LLP
Owner of Lot 12 and
"Annex Properties"

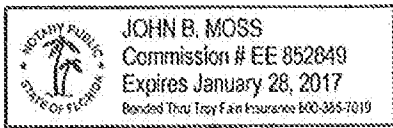
TrueMark Properties, II, LLP

By: [Signature]
Name: James W. Dyer
Title: Managing Member

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 13th day of February, ~~2013~~ 2014 by James W. Dyer, Managing Member of TrueMark Properties, II, LLP, who is personally known to me or who has produced personally known as identification and who did not take an oath.

Affix Notary Stamp



Notary Sign Name: [Signature]
Notary Print Name: John B. Moss
Notary Public, State of: Fla
Notary Commission Expires: 1-28-2017

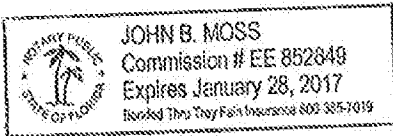
Signature Page of
Lot Owner
Lot # 7

Lot Owner
[Signature]
James W. True
[Signature]
Kathleen M. True

State of Florida
County of Clay


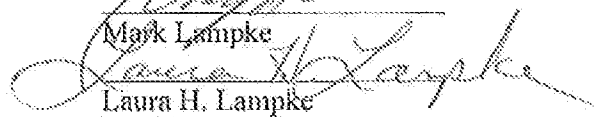
The foregoing instrument was acknowledged before me this 12 day of September, 2013 by James W. True and Kathleen M. True, who is personally known to me or who has produced personally know as identification and who did not take an oath.

Affix Notary Stamp



Notary Sign Name: [Signature]
Notary Print Name: John B. Moss
Notary Public, State of FLA
Notary Commission Expires: 1.28.2017

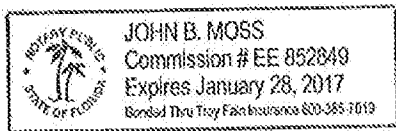
Signature Page of
Lot Owner
Lot # 8

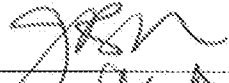
Lot Owner

Mark Lampke

Laura H. Lampke

State of Florida
County of Chry

The foregoing instrument was acknowledged before me this 5 day of September, 2013 by Mark Lampke and Laura H. Lampke, who is personally known to me or who has produced personally from as identification and who did not take an oath.

Affix Notary Stamp



Notary Sign Name: 
Notary Print Name: John B. Moss
Notary Public, State of: Fla
Notary Commission Expires: 1.28.2017

Signature Page of
Lot Owner

Lot # 9

Lot Owner

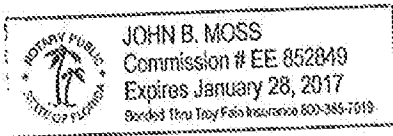
Roger T. Day

Roger T. Day

State of Florida
County of Clay



The foregoing instrument was acknowledged before me this 12 day of September, 2013 by Roger T. Day, who is personally known to me or who has produced personally known as identification and who did not take an oath.

Affix Notary Stamp



Notary Sign Name: *JBM*
Notary Print Name: John B. Moss
Notary Public, State of: FL
Notary Commission Expires: 1. 28. 2017

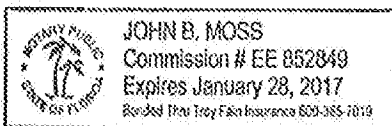
Signature Page of
Lot Owner
Lot # 17

Lot Owner

Rob Moore

Madelyn Moore

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 12 day of September, 2013 by Rob Moore and Madelyn Moore, who is personally known to me or who has produced personally known as identification and who did not take an oath.

Affix Notary Stamp



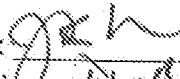
Notary Sign Name: 
Notary Print Name: John B. Moss
Notary Public, State of: FL
Notary Commission Expires: 1.28.2017

EXHIBIT A

SHEET 4 OF 5 SHEET



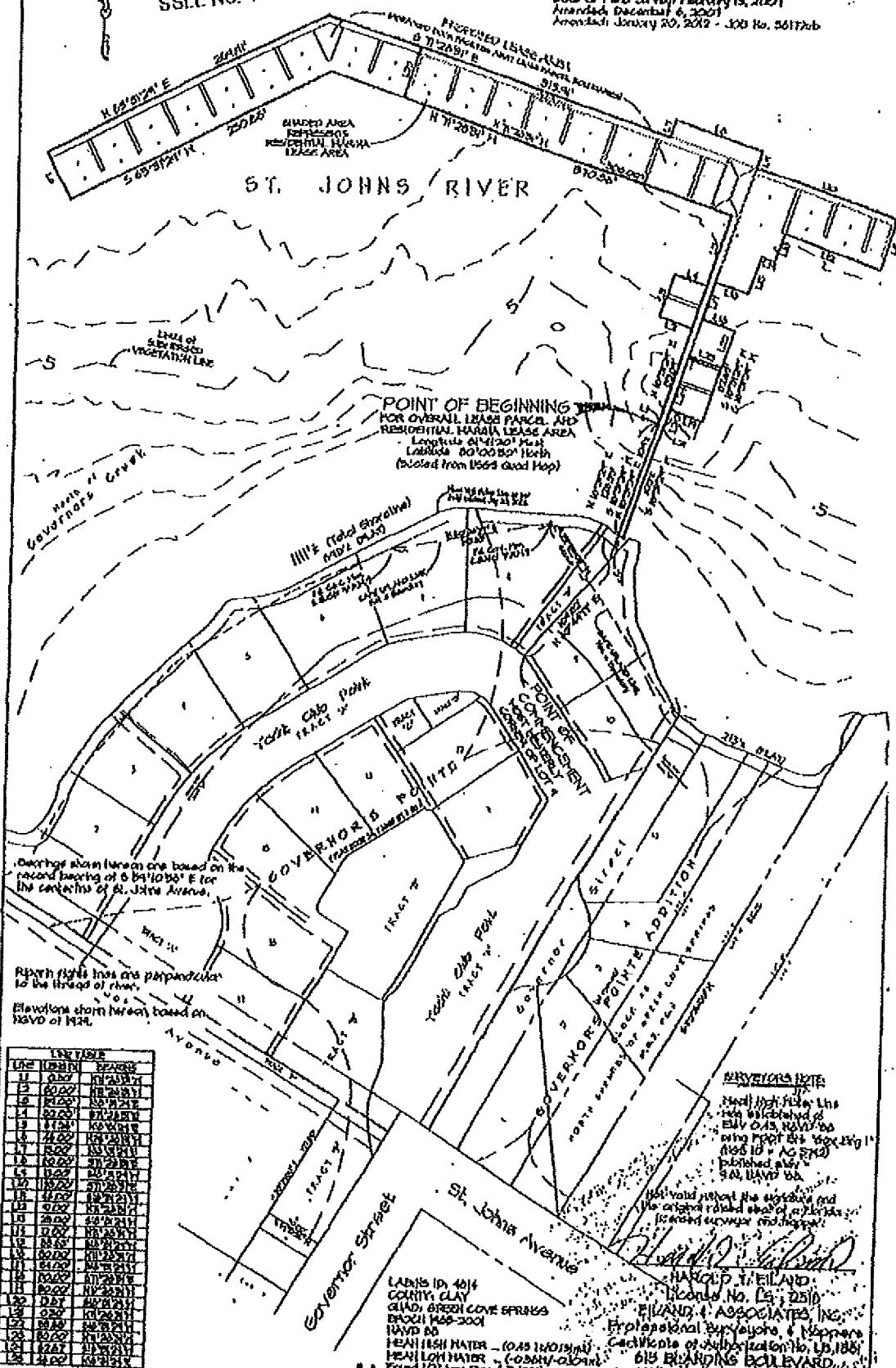
GRAPHIC SCALE
1" = 100'

Attachment A
Page 12 of 17 Pages
SSL No. 100343062

SPECIFIC PURPOSE SURVEY

To show a portion of the submerged lands of the St. Johns River lying northward of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Governors Point, according to plat thereof recorded in Plat Book 84, pages 37 and 38, of the public records of City County Florida, and lying northward of Lots 11 and 12, Block 46, North Side of Green Cove Springs, according to plat thereof recorded in Plat Book 2, page 1 of the public records of said county and adjacent to Section 80, Township 6 South, Range 26 East, City County Florida.

Date of Field Survey February 13, 2001
Approved December 6, 2001
Approved January 20, 2002 - J.O. No. 36172b



LF No. 164-29 - REVISION NO. 10

LINE	LENGTH	BEARING
1	10.00	N 89° 02' 24" E
2	20.00	S 69° 31' 21" W
3	20.00	N 89° 02' 24" E
4	20.00	S 69° 31' 21" W
5	20.00	N 89° 02' 24" E
6	20.00	S 69° 31' 21" W
7	20.00	N 89° 02' 24" E
8	20.00	S 69° 31' 21" W
9	20.00	N 89° 02' 24" E
10	20.00	S 69° 31' 21" W
11	20.00	N 89° 02' 24" E
12	20.00	S 69° 31' 21" W
13	20.00	N 89° 02' 24" E
14	20.00	S 69° 31' 21" W
15	20.00	N 89° 02' 24" E
16	20.00	S 69° 31' 21" W
17	20.00	N 89° 02' 24" E
18	20.00	S 69° 31' 21" W
19	20.00	N 89° 02' 24" E
20	20.00	S 69° 31' 21" W
21	20.00	N 89° 02' 24" E
22	20.00	S 69° 31' 21" W
23	20.00	N 89° 02' 24" E
24	20.00	S 69° 31' 21" W
25	20.00	N 89° 02' 24" E
26	20.00	S 69° 31' 21" W
27	20.00	N 89° 02' 24" E
28	20.00	S 69° 31' 21" W
29	20.00	N 89° 02' 24" E
30	20.00	S 69° 31' 21" W
31	20.00	N 89° 02' 24" E
32	20.00	S 69° 31' 21" W
33	20.00	N 89° 02' 24" E
34	20.00	S 69° 31' 21" W
35	20.00	N 89° 02' 24" E
36	20.00	S 69° 31' 21" W
37	20.00	N 89° 02' 24" E
38	20.00	S 69° 31' 21" W
39	20.00	N 89° 02' 24" E
40	20.00	S 69° 31' 21" W
41	20.00	N 89° 02' 24" E
42	20.00	S 69° 31' 21" W
43	20.00	N 89° 02' 24" E
44	20.00	S 69° 31' 21" W
45	20.00	N 89° 02' 24" E
46	20.00	S 69° 31' 21" W
47	20.00	N 89° 02' 24" E
48	20.00	S 69° 31' 21" W
49	20.00	N 89° 02' 24" E
50	20.00	S 69° 31' 21" W
51	20.00	N 89° 02' 24" E
52	20.00	S 69° 31' 21" W
53	20.00	N 89° 02' 24" E
54	20.00	S 69° 31' 21" W
55	20.00	N 89° 02' 24" E
56	20.00	S 69° 31' 21" W
57	20.00	N 89° 02' 24" E
58	20.00	S 69° 31' 21" W
59	20.00	N 89° 02' 24" E
60	20.00	S 69° 31' 21" W
61	20.00	N 89° 02' 24" E
62	20.00	S 69° 31' 21" W
63	20.00	N 89° 02' 24" E
64	20.00	S 69° 31' 21" W
65	20.00	N 89° 02' 24" E
66	20.00	S 69° 31' 21" W
67	20.00	N 89° 02' 24" E
68	20.00	S 69° 31' 21" W
69	20.00	N 89° 02' 24" E
70	20.00	S 69° 31' 21" W
71	20.00	N 89° 02' 24" E
72	20.00	S 69° 31' 21" W
73	20.00	N 89° 02' 24" E
74	20.00	S 69° 31' 21" W
75	20.00	N 89° 02' 24" E
76	20.00	S 69° 31' 21" W
77	20.00	N 89° 02' 24" E
78	20.00	S 69° 31' 21" W
79	20.00	N 89° 02' 24" E
80	20.00	S 69° 31' 21" W
81	20.00	N 89° 02' 24" E
82	20.00	S 69° 31' 21" W
83	20.00	N 89° 02' 24" E
84	20.00	S 69° 31' 21" W
85	20.00	N 89° 02' 24" E
86	20.00	S 69° 31' 21" W
87	20.00	N 89° 02' 24" E
88	20.00	S 69° 31' 21" W
89	20.00	N 89° 02' 24" E
90	20.00	S 69° 31' 21" W
91	20.00	N 89° 02' 24" E
92	20.00	S 69° 31' 21" W
93	20.00	N 89° 02' 24" E
94	20.00	S 69° 31' 21" W
95	20.00	N 89° 02' 24" E
96	20.00	S 69° 31' 21" W
97	20.00	N 89° 02' 24" E
98	20.00	S 69° 31' 21" W
99	20.00	N 89° 02' 24" E
100	20.00	S 69° 31' 21" W

SURVEYORS NOTE:
 Each inch here is the same as 10 feet. This map is published as of July 03, 2002, and is subject to change without notice. It is published as of July 03, 2002, and is subject to change without notice. It is published as of July 03, 2002, and is subject to change without notice.

LADNIS ID 4014
 COUNTY CLAY
 GREEN COVE SPRINGS
 BRANCH 1400-2001
 HAVO 00
 HEAT FRESH WATER - (0.45 INCHES)
 HEAT LOW WATER - (0.50 INCHES)
 Found 1/2" from Pipe (L.S. 1500)

HARGREAVES & HILAND
 License No. 19,12510
 HILAND & ASSOCIATES, INC.
 Professional Surveyors & Mappers
 Certificate of Authorization No. LP 1885
 615 BLANDING BOULEVARD
 ORANGE PARK, FLORIDA 32065

PROPOSED EMBANKMENT SURVEY
 To show a portion of the submerged lands of the St. Johns River lying Northerly of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Governors Pointe, according to plat thereof recorded in Plat Book 54, pages 57 and 58, of the public records of Clay County, Florida, and lying Northerly of Lots 11 and 12, Block 4B, North Suburbs of Green Cove Springs, according to plat thereof recorded in Plat Book 2, page 1 of the public records of said county, and adjacent to Section 36, Township 6 South, Range 26 East, Clay County, Florida.

Date of Field Survey, February 13, 2007
 Amended: December 6, 2007
 Amended: January 20, 2012 - JOB No. 36172mb

Attachment A
 Page 13 of 17 Pages
 SSSL No. 100343862

SURVEYORS NOTE
 Mean High Water Line has established at elev 2.04, NAVD 83 using FDOT MSL "Gov Drg 1" (MSL = AC 2712) published elev = 4.8, NAVD 83.

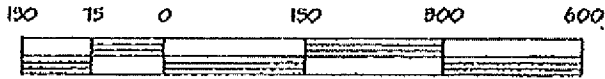
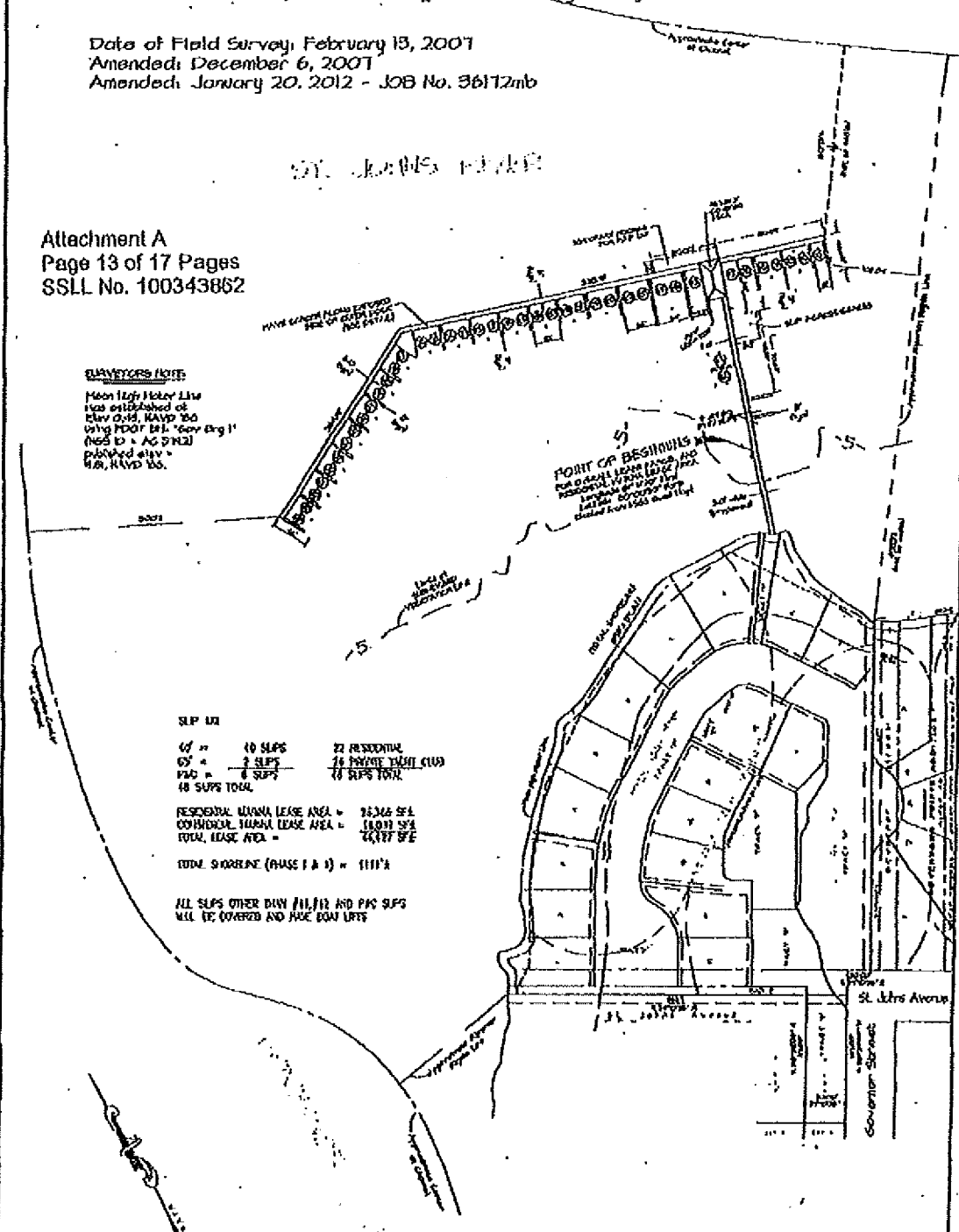
SUP III
 07 = 10 SLIPS
 08 = 2 SLIPS
 09 = 6 SLIPS
 18 SLIPS TOTAL

27 RESIDENTIAL
 26 PRIVATE TOWNHOUSES
 11 SLIPS TOTAL

RESIDENTIAL WATERSIDE LEASE AREA = 76,346 SQ. FT.
 COMMERCIAL WATERSIDE LEASE AREA = 11,011 SQ. FT.
 TOTAL LEASE AREA = 87,357 SQ. FT.

TOTAL SHORELINE (BASE 1 & 2) = 1111'±

ALL SLIPS OTHER THAN #11, 12 AND PKG SLIPS WILL BE COVERED AND HAVE BOAT LIFTS



Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Harold T. Eiland
HAROLD T. EILAND
 License No. LS 251B
 EILAND & ASSOCIATES, INC.
 Professional Surveyors & Mappers
 Certificate of Authorization No. LD 1881
 615 BLANDING BOULEVARD
 ORANGE PARK, FLORIDA 32065



SAMUEL D.

St. Johns River

Water Management District

Hans G. Tenzler III, Executive Director

4049 Reid Street • P.O. Box 1420 • Palatka, FL 32178-1420 • (386) 329-4500
On the Internet at floridaswater.com.

May 2, 2012

Governor's Point Yacht Club LLC
7666 Blanding Blvd
Jacksonville, FL 32244

SUBJECT: Permit Number 40-019-105696-5
Governor's Pointe Yacht Club Modification

Dear Sir/Madam:

Enclosed is your permit issued by the St. Johns River Water Management District on May 2, 2012. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at floridaswater.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form.

The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

GOVERNING BOARD

<p>Led Daniels, CHAIRMAN JACKSONVILLE</p> <p>Chuck Drake ORLANDO</p>	<p>John A. Miklos, VICE CHAIRMAN ORLANDO</p> <p>Richard G. Hamann GAINESVILLE</p>	<p>Douglas C. Bournique, SECRETARY VERO BEACH</p> <p>George W. Robbins JACKSONVILLE</p>	<p>Maryam H. Ghyabi, TREASURER ORLANDO BEACH</p> <p>Fred H. Roberts, Jr. OCALA</p>	<p>W. Leonard Wood SEBASTIAN BEACH</p>
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Transferring Your Permit:

As required by a condition of your permit, you must notify the District in writing within 30 days of any sale, conveyance or other transfer of a permitted system or facility, or within 30 days of any transfer of ownership or control of the real property where the permitted system or facility is located. You will need to provide the District with the information specified in District rule 40C-1.612, Florida Administrative Code (name and address of the transferee and a copy of the instrument effectuating the transfer). Please note that a permittee remains liable for any corrective actions that may be required as a result of any permit violations that occur before the sale, conveyance, or other transfer of the system or facility, so it is recommended that you request a permit transfer in advance.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwm.com or (386) 329-4570.

Sincerely,



Victor Castro, Division Director
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177

Enclosures: Permit with As-built Certification Form
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Agent: John E Cook
DHF Consulting
5847 Luella St
Jacksonville, FL 32207

Consultant: John J Mahoney
Tocol Engineering LLC
165 Walls Rd Ste 202
Orange Park, FL 32073

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 40-019-105696-6

DATE ISSUED: May 2, 2012

PROJECT NAME: Governor's Pointe Yacht Club Modification

A PERMIT AUTHORIZING:

Construction of a surface water management system with stormwater treatment by wet detention for Governors Pointe Yacht Club, a 7.9 - acre project to be constructed and operated as per plans received by the District on February 16, 2012, and as per dock plans, Sheet C-19, received on February 20, 2012 .

LOCATION:

Section(s): 38 Township(s): 6S Range(s): 26E

Clay County

ISSUED TO:

Governor's Point Yacht Club LLC
7666 Blanding Blvd
Jacksonville, FL 32244

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated May 2, 2012

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 
David Miracle, PE
Jacksonville Service Center Director

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40-019-105696-5
Governor's Point Yacht Club LLC
DATED MAY 2, 2012

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance

documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.

10. Within 30 days after completion of construction of the permitted system, or independent portion of the system; the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings: 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers; 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters; 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate; 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system; 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system; 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has submitted the appropriate As-Built Certification Form, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes

effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
22. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

23. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
24. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report to the District, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.
25. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
26. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
27. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
28. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
29. Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
30. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
31. Structures or activities shall not create a navigational hazard.
32. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
33. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.
34. The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction

personnel are responsible for observing water-related activities for the presence of manatee(s).

35. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.
36. Siltation barriers shall be made of material in which manatees cannot become entangled, and shall be properly secured and regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to, or exit from, essential habitat.
37. All vessels associated with construction/dredging activities shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
38. If manatee(s) are seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure protection of the manatee(s). These precautions shall include the operation of all moving equipment no closer than within 50 feet of a manatee. Operation of any equipment within 50 feet or less of a manatee is prohibited. Upon discovery of a manatee within 50 feet or less from construction equipment, such equipment shall be shut down immediately. Activities associated with construction or dredging shall not resume until the manatee(s) has departed the project area of its own volition.
39. Any collision with and/or injury to a manatee shall be reported immediately to the Fish and Wildlife Conservation Commission at (1-888-404-FWCC). Collision and injury should also be reported to the U. S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or in Vero Beach (1-561-562-3909) in south Florida.
40. Temporary signs concerning manatees shall be posted prior to and during all construction/dredging activities. All signs are to be removed by the permittee upon completion of the project. A sign measuring at least 3 feet by 4 feet that reads Caution: Manatee Area shall be posted in a location prominently visible to water-related construction crews. A second sign shall be posted if vessels are associated with the construction or dredging activities authorized by a permit consolidated with this sovereign submerged lands authorization, and shall be placed in a location visible to the vessel operator. It shall measure at least 8 1/2" by 11" and read: Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shut down if a manatee comes within 50 feet of any operating construction equipment. Any collision with and/or injury to a manatee shall be reported immediately to the Fish and Wildlife Conservation Commission at (1-888-404-FWCC). The U.S. Fish and Wildlife Service should also be contacted in Jacksonville at (1-904-232-2580) for north Florida or in Vero Beach (1-561-562-3909) for south Florida.
41. Prior to the commencement of operations at the docking/launching facility, permittee shall install and maintain permanent manatee awareness signs and information displays at the docking/launching facility. Prior to installing the permanent manatee awareness signs and information displays, the permittee shall send a project site plan specifying the number, size, content and location of the signs to the Bureau of Protected Species Management (620 South Meridian Street, OES-BPS, Tallahassee, FL 32399-1600) and the District for review and approval. These signs shall conform to the Florida Uniform Water Marking System in accordance with sections 327.40 and 327.41, Florida Statutes.

42. Prior to the commencement of operations at the docking/launching facility, permittee shall install permanent manatee awareness signs reading "Caution - Manatee Area". The number and location of these permanent manatee awareness signs shall be included in the project site plan. The permanent manatee awareness signs shall measure 3' by 4'. The "Caution - Manatee Area" signs are the responsibility of the permittee and must be maintained for the life of the docking/launching facility.
43. Prior to the commencement of operations at the docking/launching facility, permittee shall install a permanent "Information Display." The Information Display shall consist of "Manatee Basics for Boaters" or a combination of "Protecting the Gentle Giant" and "The Florida Manatee." If the permittee selects "Manatee Basics for Boaters", the sign shall measure 3' by 4'. If the permittee selects a combination of "Protecting the Gentle Giant" and "The Florida Manatee", each sign shall measure 2' by 3'. The Information Display must be installed by permittee at a prominent location (facing land) to increase the awareness of boaters using the facility of the presence of manatees and of the need to minimize the threat of boats to these animals. The number, content and location of the Information Display signs shall be specified in the project site plan. The Information Display signs are the responsibility of the permittee and must be maintained for the life of the docking/launching facility.
44. Prior to the commencement of operations at the docking/launching facility, verification that permanent manatee awareness signs and information displays have been installed at designated locations shall be provided to the District. Signs, displays and pilings remain the responsibility of the permittee and are to be maintained for the life of the facility.
45. The proposed activities on Sovereign Submerged Lands will require a lease. The construction activities on Sovereign Submerged Lands shall not commence until the sovereign submerged lands lease has been fully executed. Within 30 days of recording a requisite lease, the permittee must provide the District with two copies of said recorded documents.
46. Within 30 days prior to slip occupancy, the permittee shall install permanent educational manatee signs in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines, including FWC approval for the number, type, and location of signs. Permittee agrees to replace the signs in the event the signs fade, become damaged or outdated, and maintain these signs for the life of the facility. The guidelines for installation can be found at <http://www.myfwc.com/manatee/signs>, or can be obtained by contacting the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at: 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (telephone 850-922-4330).
47. To reduce the risk of entrapment and drowning of manatees, grating shall be installed and maintained over pipes greater than 8 inches, but smaller than 8 feet in diameter. Bars or grates no more than 8 inches apart shall be placed on the accessible end(s) to restrict manatee access. The installation of grates applies to submerged or partially submerged pipes and culverts reasonable accessible to manatees.
48. The Manatee Protection Plan received on May 9, 2007; as part of permit no. 40-019-105696-2, is a condition of this permit.
49. Prior to initiating any construction within the wetlands to be impacted, the District must receive a letter of verification from the Loblolly Mitigation Bank stating that a transaction of 0.20 credits has been completed.

50. In the event that the permittee does not successfully complete the transaction to obtain 0.20 credits from the Loblolly Mitigation Bank, the permittee must obtain a modification of this permit to provide suitable alternative mitigation for the proposed wetland impacts.
51. The proposed surface water management system shall be constructed and operated in accordance with the plans received by the District on February 16, 2012, and as per dock plans, Sheet C-19, received on February 20, 2012 .
52. Prior to commencement of construction, the permittee shall provide the District with a copy of the recorded "First Amendment to Declarations of Covenants, Conditions, Restrictions and Easements for Governor's Pointe" which shall be consistent with the draft executed amendment received by the District on April 13, 2012, except that Exhibit B shall be in a form acceptable to the Florida Department of Environmental Protection and consistent with the required sovereign submerged lands lease.
53. The Lessee shall ensure that when the "First Amendment to Declarations of Covenants, Conditions, Restrictions and Easements for Governor's Pointe" is recorded in accordance with the conditions of District permit no. 40-019-105696-5, it will include a provision that the docking facility is on state-owned sovereignly submerged lands and subject to Sovereignty Submerged Lands Lease No. 10034862 and all applicable modifications thereto. The Lessee shall provide the Lessor a copy of the First Amendment that contains this provision within 30 days of recording.
54. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.
55. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.
56. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.
57. The Lessee shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pump out facilities provided at each slip. The Lessee shall also advise all wet slip occupants that no overboard discharges of trash, human or animal waste, including fish carcasses, shall occur at the leased premises at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the leased premises.
58. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pump out facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever entity has jurisdiction.
59. Throughout the term of this lease and all subsequent renewals or modifications, Lessee shall use a State of Florida Department of Environmental Protection approved wet slip user agreement to assign or transfer the right to use a wet slip at the docking facility to a third party. The wet slip user agreement shall include provisions acceptable to the State of Florida Department of Environmental Protection.

60. The applicant shall remit to the District a complete copy of the wet slip user agreement to be used by the Lessee to assign or transfer the right to use a wet slip at the leased docking facility to a third party. The wet slip user agreement shall include information acceptable to the Department of Environmental Protection addressing the following:
- a. a provision that clearly notifies the wet slip user that the wet slip user agreement is subject to Sovereignty Submerged Lands Lease No. 110034862;
 - b. a provision clearly stating that by signing the agreement the wet slip user acknowledges receipt of a copy of Sovereignty Submerged Lands Lease No. 110034862;
 - c. a provision that clearly notifies the wet slip user that if the wet slip user subsequently transfers his right to use said wet slip to another party, the agreement used to transfer the wet slip shall contain a provision that requires 6% of the gross income derived from said agreement for the use of a wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor;
 - d. a provision that clearly notifies the wet slip user that no interest in a wet slip can be further transferred unless a similar provision is placed in each succeeding agreement used to transfer the wet slip.
 - e. a provision that clearly indicates the length of the wet slip and any vessel draft restriction for the slip. Attached to the wet slip user agreement will be a copy of the leased premises survey and legal description approved by Lessor that clearly identifies the wet slip being sold or subleased and the associated submerged lands on which the wet slip is located. If the boat length and any vessel draft restriction are not specified in the survey, the wet slip user agreement shall include a statement that any vessel moored in the wet slip must be wholly contained within the leased premises and meet any draft restriction. The length of a vessel shall include all parts and accessories such as outboard motors, bow pulpits and swim platforms, when the vessel is moored in the water or placed on a boat lift.
 - f. a provision clearly stating that the docking facility is located on sovereignty submerged lands, and that the wet slip user(s) does not obtain any title to, or interest in, sovereignty submerged lands. The wet slip user agreement for each wet slip shall also state that the use of each slip is subject to renewal of Sovereignty Submerged Lands Lease No. 110034862, and if said lease is not renewed, the user agreement terminates.
61. The applicant shall execute and record a conservation easement in favor of Lessor and in a form acceptable to Lessor encumbering the waterward most ten (10) feet of applicant's riparian waterfront property a continuous, linear distance of approximately 208 feet, in the St. Johns River adjacent to the site of the structure (or facility) for which the consent of the Lessor is being sought. The conservation easement shall run with the land, in perpetuity, and shall prohibit the construction of any additional docking facilities or other such water access development along applicant's shoreline. The applicant shall provide a copy of the recorded conservation easement to the Lessor within 30 days following approval of the lease by Lessor and prior to applicant's receipt of a fully executed lease. (This conservation easement is in addition to that recorded in conjunction with Lease No. 100343862)