

Prepared by and return to:  
John B. Moss, Esq.  
Head, Moss & Fulton, P.A.  
1530 Business Center Drive, Ste. 4  
Fleming Island, FL 32003

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street / Highway 100 West  
Palatka, FL 32177

**FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR GOVERNOR'S POINTE**

THIS FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GOVERNOR'S POINTE ("First Amendment") is made this 24 day of Jan, 2012 by Governor's Pointe Yacht Club, LLC, a Florida Limited Liability Company, whose mailing address is 7666 Blanding Blvd., Jacksonville, FL 32244 ("Developer").

RECITALS

- A. Developer is the owner of property (the "Property") described as Governor's Pointe, recorded in Plat Book 54, Pages 57 and 58 of the Public Records of Clay County, Florida, and
- B. TrueMark Properties II, LLP, ("TrueMark"), has purchased property to the immediate south of the Property, (hereinafter referred to as the "Phase II"), and
- C. Developer and TrueMark desire to have Phase II held, sold and conveyed subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Governor's Pointe Yacht Club, LLC, as recorded in Official Records Book 3281, page 122-145 of the Public Records of Clay County, Florida, (the "Covenants"), and
- D. Developer and TrueMark also desire to include in the Covenants by this First Amendment, information for the Governor's Pointe Marina.

DECLARATION

NOW, THEREFORE, Developer and TrueMark declare that the Property and the Annex shall be subject to the Covenants and this First Amendment.

MARINA

ARTICLE I

22

Section 1. – Construction Use and Maintenance. The Developer intends to construct a Marina located within the Property to include up to ~~48~~ Boat Slips and associated mooring facilities for a ~~Hybrid residential/non-residential~~ Yacht Club. ~~Only 22 of these 48 boat slips will be used for the lot owners of Governor's Pointe Yacht Club.~~ Upon acquisition of all necessary permits and completion of construction of the Marina Facilities Area, the Developer will ~~own and maintain~~ the Marina Facilities Area. The Marina Facilities Area shall be defined as Tracts C, Tracts E and Tracts G together with the Bulkhead, Docks, Ladders, Gateways and Floating Walkways all located on Governors Pointe Dock all shown on Exhibit A attached herein.

CONVEY OVER TO THE HOA

a. Developer is responsible for the building and short term and long term maintenance of the Marina Facilities Area. The building responsibility shall be for building of the dock, dock area, bulkhead area, access from the uplands improvements and the parking area. Short term maintenance shall consist of all day to day maintenance including cleaning, housekeeping, rule enforcement and any other tasks associated with the day by day maintenance and upkeep. Long term maintenance shall consist of dock replacement and replacement of all safety items, complying with all rules promulgated by the St. Johns River Water Management District and other political bodies having jurisdiction over the marina and marina dock area.

OR RESPONSIBLE FOR THE SHORT TERM MAINTENANCE UNTIL CONVEYED OVER TO THE HOA

Section 2. – Marina Slip Assignment. The Developer, in its sole discretion, reserves the right to assign any and all Marina Slips to any Permitted Slip Owner. Permitted Slip Owners shall have access to all common roadways of the Property and the Marina Facilities Area. Permitted Slip Owners shall be participating lot owners of the Property and Phase II ~~and all non-resident members provided Developer has assigned marina slips to them. There shall be parking provided to all non-resident Permitted Slip Owners and the access they have over the common roadways shall be non-exclusive and limited to travel to and from the parking areas which are part of the Marina Facilities Area.~~ Social guests of Permitted Slip Owners shall also have access as above. All assignments of Marina Slips shall be made in writing, but shall ~~not be recorded in the Clay County Public Records ("Marina Slip Assignment").~~ The Developer shall maintain a record ("Assignment Book") to memorialize the current assignment of each Marina Slip. A copy of the proposed Marina Slip Assignment is attached hereto as Exhibit B. A Permitted Owner who has acquired a Marina Slip from the Developer shall not have the right to transfer or assign any of its Marina Slips to any other Permitted Owner without the written consent of Developer. OR HOA BOARD OR HOA

SO MANY DOGS?

I THINK IT IS ALL BE TRANSFERRED IF WE ARE TURNING IT OVER TO THE HOA

Section 3. – Marina Property. The Marina Slips are not part of the Common Area. The right or privilege to use the Marina shall be subject to the terms, conditions and rules enacted from time to time by the ~~Developer~~, subject to any fees and charges imposed from time to time by ~~Developer~~, and subject to availability. The Permitted Slip Owner shall have the right to enter any part of the Marina or to use the Marina Slip provided the Permitted Slip Owner follows the rules and regulations governing such uses as promulgated by the Developer. OR HOA



Section 4. – Hybrid Marina.

The Marina shall be of a Hybrid residential/non-residential Yacht Club concept in that the Permitted Owner may be a lot owner of the Property or Phase II or reside elsewhere.

ARTICLE II

Section 1. The Covenants and this First Amendment are hereby spread onto Real Property described on Exhibit A (“Phase II”). The Phase II property shall be held, sold and conveyed subject to these Covenants.

Section 2. The Covenants in Article V, Section 6 state: “The Association shall not maintain the Dock Area, rather the Marina Dock area shall be maintained by the Governors Pointe Yacht Club, LLC.” and shall be amended to state in lieu of the above sentence the following: “The Association shall not maintain the Marina Facilities Area, rather the Marina Facilities Area shall be maintained by the Governors Pointe Yacht Club, LLC.”

Signature Page to Follow

Signature Page of Developer

Sign: CD Tindell  
Print: CD TINDELL

Sign: [Signature]  
Print: John B. Moss

Governor's Pointe Yacht Club, LLC  
By: [Signature]  
William M. Lampke, Managing Manager

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012, by William M. Lampke, managing manager of Governor's Pointe Yacht Club, LLC. He is personally known to me and did not take an oath.



[Signature]  
Notary Public - State of Florida  
My Commission Expires: 1.28.2013

Signature Page of TrueMark

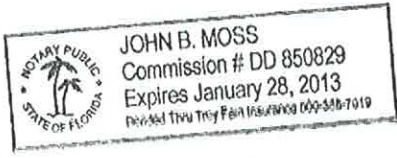
Sign: CD Tundell  
Print: CD TUNDELL

Sign: [Signature]  
Print: John B. Moss

TrucMark Properties II, LLP  
By: [Signature]  
James True, Partner

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012, by James True, Partner of TrucMark Properties II, LLP. He is personally known to me and did not take an oath.



[Signature]  
Notary Public - State of Florida  
My Commission Expires:

Consent of Owner of Lot 9

Consent of Roger T. Day, Owner of Lot 9, Governor's Pointe, as recorded in Plat Book 54, page 57 and 58 of the Public Records of Clay County, Florida.

The Undersigned Owner, Roger T. Day, joined by his wife, Janet Day, hereby consents the terms and conditions as set forth in this First Amendment.

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Roger T. Day

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Janet Day

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Roger T. Day and Janet Day, he is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:

Exhibit A  
"Phase II"

A PARCEL OF LAND CONSISTING OF LOT 11 AND LOT 12, BLOCK 48, NORTH SUBURBS OF GREEN COVE SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 1, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNOR STREET (CLOSED ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 287, PAGE 699 OF SAID PUBLIC RECORDS); SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORER OF SAID LOT 11; THENCE ON THE NORTHEASTERLY LINE OF ST JOHNS AVENUE (A 60 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED) NORTH 59 DEGREES 10 MINUTES 58 SECONDS WEST, 138.50 FEET TO THE CENTERLINE OF SAID GOVERNOR STREET, SAID CENTERLINE ALSO BEING THE SOUTHEASTERLY LINE OF GOVERNOR'S POINTE, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 54, PAGES 57 AND 58 OF SAID PUBLIC RECORDS; THENCE ON LAST SAID LINE NORTH 30 DEGREES 25 MINUTES 00 SECONDS EAST, 426 FEET, MORE OR LESS, TO THE WATERS OF ST JOHNS RIVER; THENCE SOUTHEASTERLY ALONG SAID WATERS, 213 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID LOT 11; THENCE ON LAST SAID LINE SOUTH 30 DEGREES 25 MINUTES 00 SECONDS WEST, 503 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT COVERING THE NORTHWESTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY, AS RESERVED TO THE CITY OF GREEN COVE SPRINGS, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 287, PAGE 699, OF SAID PUBLIC RECORDS.



CONSENT AND JOINDER BY MORTGAGEE TO FIRST AMENDMENT

Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; and Jeff Dyson and Donna Dyson, his wife, the holder of a certain mortgage encumbering the lands described by in that certain Mortgage by and between Governor's Pointe Yacht Club, LLC to Freeman Brooks and Emily K. Brooks, as trustees, or their successors in Trust, under the Brooks Living Trust, dated February 1, 2010; and Jeff Dyson and Donna Dyson, his wife, securing the amount of \$1,150,000.00, dated March 30, 2010 and recorded in Official Records Book 3194, page 1457 in the public records of Clay County, Florida. The undersigned hereby consents to the recording of the First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements for Governor's Pointe dated June 6, 2010 and hereby subordinates the lien of its Mortgage to the terms and conditions thereof, provided, however that no term, covenant, condition or restriction contained in the First Amendment shall be construed or interpreted so as to alter, amend, modify, or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage or other Loan Documents dated March 30, 2010 entered into between Mortgagor or Mortgagee (collectively, the "Loan Agreement"), and, in the event of any discrepancy between the First Amendment and either the Mortgage or any of the Loan Documents, then the terms, covenants and conditions of the Mortgage and such Loan Documents shall control.

IN WITNESS WHEREOF, this Consent has been executed and delivered this 25  
day of Jan, 2012.

Signature Page to Follow



Signature Page for Mortgagee

Witnesses to Mortgagee:

Sign: Cheryl D. Tindell  
Print: Cheryl D. Tindell

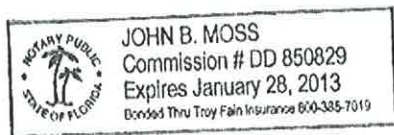
Freeman Brooks  
Freeman Brooks, Trustee

Sign: [Signature]  
Print: JB Moss

Emily K. Brooks  
Emily K. Brooks, Trustee

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Freeman Brooks and Emily K. Brooks, as Trustees under the Brooks Living Trust, dated February 1, 2010, who is personally known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

Sign: CD Tindell  
Print: CD TINDELL

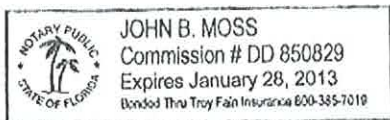
[Signature]  
Jeff Dyson

Sign: [Signature]  
Print: John B. Moss

[Signature]  
Donna Dyson

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Jeff Dyson and Donna Dyson, who is personally known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

CONSENT BY MORTGAGEE TO FIRST AMENDMENT TO DECLARATION

Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; the holder of a certain mortgage encumbering the lands more fully described in that certain Mortgage by and between Roger Day to Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; securing the amount of \$92,500.00, dated June 1, 2010 and recorded in Official Records Book 3212, page 425 in the public records of Clay County, Florida, as modified by that certain Mortgage and Note Modification, Future Advance and Consolidation Agreement dated October 6, 2010, securing the total amount of \$242,500.00. The undersigned hereby consents to the recording of the First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements for Governor's Pointe dated June 6, 2010 and hereby subordinates the lien of its Mortgage to the terms and conditions thereof, provided, however, that no term, covenant, condition or restriction contained in the First Amendment shall be construed or interpreted so as to alter, amend, modify, or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage or other Loan Documents dated February 1, 2010 as modified and entered into between Mortgagor or Mortgagee (collectively, the "Loan Documents"), and, in the event of any discrepancy between the First Amendment and either the Mortgage or any of the Loan Agreements, then the terms, covenants and conditions of the Mortgage and such Loan Agreement shall control.

IN WITNESS WHEREOF, this consent has been executed and delivered this 25  
day of Jan, 2012.

Signature Pages to Follow

Signature Page for Mortgagee

Witnesses to Mortgagee

Sign: CD Tindell  
Print: CD TINDELL

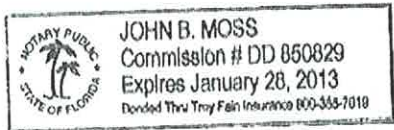
Freeman Brooks  
Freeman Brooks, Trustee

Sign: [Signature]  
Print: JB MOSS

Emily K. Brooks  
Emily K. Brooks, Trustee

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Freeman Brooks and Emily K. Brooks,  who are personally known to me or [ ] who produced personally known as identification.



[Signature]  
Notary Public, State of FLA  
My Commission Expires: 1.28.2013