

Prepared by and after
recording return to:

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**SECOND AMENDMENT OF TO THE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR GOVERNORS POINTE YACHT CLUB, LLC**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GOVERNORS POINTE YACHT CLUB, LLC (“Declaration”) dated October 8, 2024, is made by and between GOVERNORS POINTE YACHT CLUB, LLC (“Developer”), whose address is 91 Yacht Club Point, Green Cove Springs, FL 32043, which declares that this second amendment (“Second Amendment”) is made effective October 15, 2024 (“Effective Date”), by the Developer.

RECITALS:

A. Developer was the owner of the property (“Property”) described as Governor’s Pointe, recorded in Plat Book 54, Pages 57 and 58 of the Public Records of Clay County, Florida and still owns the common elements and marina identified as part of the Property;

B. Developer executed the declaration recorded in Official Records Book 3281, page 122-145, in the public records of Clay County, Florida (“Declaration”);

C. Developer executed the first amendment to the Declaration recorded in Official Records Book 3418, page 37-52, in the public records of Clay County, Florida (“Amended Declaration”);

D. Pursuant to Article X, Section 12 of the Declaration, the Developer may amend the Declaration without joinder or notice by Class B Membership, so long as Developer owns any of the Property; and

E. The Developer wishes to modify the Declaration to amend Article I (a), (d), (s), (u), and (y), Article IV, Section 5, Article V, Section 2 Article VI, Section 5(e), Article VII, Section 13(a) and (b), Article VIII, Section 3(a), Article VIII, Section 5, as well as Article VIII, Section 8 of the Declaration.

NOW THEREFORE, the Association hereby amends the Declaration and Amended Declaration as follows:

1. The Association confirms that the above-stated recitals are true and correct. All capitalized terms contained in this Second Amendment shall have the same meanings as such terms are defined by the Declaration.

2. Article I, paragraph (a) of the Declaration is amended in its entirety to read as follows:

“(a) “Governor’s Point” shall mean Lots 1-22, Governor’s Pointe recorded in Plat Book 54, Pages 57-58, inclusive, of public records of Clay County, Florida and the first amendment to the declaration recorded in Official Records Book 3418, page 37-52, in the public records of Clay County, Florida, which includes “Exhibit A”. All terms and conditions not included in this amendment, which are referenced in the Amended Declaration are hereby intentionally omitted.”

3. Article I, paragraph (d) of the Declaration is amended in its entirety to read as follows:

“(d) “Architectural Review Board” may consist of three (3) individuals as more specifically provided herein.”

4. Article I, paragraph (s) of the Declaration is amended in its entirety to read as follows:

“(s) “Plat” shall mean Lots 1-22, Governor’s Pointe recorded in Plat Book 54, Pages 57-58, inclusive, of public records of Clay County, Florida and the first amendment to the declaration recorded in Official Records Book 3418, page 37-52, in the public records of Clay County, Florida.”

5. Article I, paragraph (u) of the Declaration is amended in its entirety to read as follows:

“(u) “Governor’s Point” shall mean Lots 1-22, Governor’s Pointe recorded in Plat Book 54, Pages 57-58, inclusive, of public records of Clay County, Florida and the first amendment to the declaration recorded in Official Records Book 3418, page 37-52, in the public records of Clay County, Florida.”

6. Article I, paragraph (y) of the Declaration amended to include the following, which is an amendment of the Amended Declaration, which are amended in its entirety to read as follows:

“(y) “Marina” shall mean the 22 Marina Slip (“Marina Slip”) and associated mooring facilities for a residential yacht club (“Marina Facilities Area”), which is comprised of Tracts C, Tracts, E, and Tracts G together with any bulk heads, docks,

ladders, gateways, and floating walkways shown on “Exhibit A” of the Amended Declaration. The Marina shall governed by the following rules and regulations:

- (1) The Association is responsible for maintenance and repairs to the Marina and Marina Facilities Area;
- (2) The Marina Slip have been assigned by the Developer and those assignments are recorded, and shall continue to be recorded, in public record of Clay County. A copy of the Marina Slip assignment is attached to the Amended Declaration as “Exhibit B”. The Association shall maintain a record of all Marina Slip assignments and may deny access to any individual that is not an assignee or invitee of the assignee. The assignee of the Marina Slip shall be responsible for maintenance and repairs to the Marina Slip as well as all damage which may occur on their assigned Marina Slip. Both the Developer and the Association shall be held harmless by the Marina Slip assignee and their successors, assigns, licensees, invitees, and guests;
- (3) The Marina Slip are leased by the Association from the Florida Department of Environmental Protection, but are not part of the defined Common Area. Use of the Marina and Marina Facilities Area shall be subject to the terms, conditions, and rules previously enacted by the Developer and enacted, from time to time, by the Association. The Marina and Marina Facilities Area may be subject to assessments previously imposed by the Developer and imposed, from time to time, by the Association; and
- (4) All terms and conditions not included in this amendment, which are referenced in the Amended Declaration are hereby intentionally omitted.”

7. Article IV of the Declaration is amended to include Section 5 to read as follows:

“Leases. Unless rental agreements and commitments for occupancy pre-dates the formation of the Association, entire Lots may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Lot shall not release or discharge the Owner from compliance with any of his/her obligations and duties as an Owner. No lease or sublease shall be for a period of less than twelve (12) calendar months (e.g., an Owner cannot lease its Lot for twelve (12) months or more and then allow the lessee to rent out all or any portion of the Lot for periods of less than twelve (12) months). Every lease shall be in writing and must be

provided to the Association prior to the commencement of the lease for 1) approval of leasing a Lot by the board of the Association and 2) if approval is granted, then for purposes of verifying that the lease complies with the requirements of this Section. The Association shall not unreasonable prohibit leasing a Lot of one Lot owner if leasing is allowed by any Owner of a Lot.

Such lease must provide the name and contact information for the tenants as well as a current address of the Owner. The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with this Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration, this Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property (as defined in the Declaration) resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to properly caused by the negligence of the tenant and special Assessments may be levied against the Lot therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so, required by the Association, any Owner desiring to lease a Lot may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property (as defined in the Declaration) resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes (2024).

When a Lot is leased, a tenant shall have all use rights in the Property (as defined in the Declaration) otherwise readily available for use generally by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes (2021). The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of the Owner.

A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations,

which covenant shall be an essential element of any such lease or tenancy agreement”

8. Article V, Section 2 of the Declaration is amended in its entirety to read as follows:

“(2) It shall be the obligations of the Owners to maintain their respective Lots in a neat, clean and attractive condition. The Owners will provide lawn service, weed, and pest control to their respective lots. The Owners are responsible for landscaping, lighting (of any) and sprinkler system for their respective lots. The costs incurred by the Owners for the above-referenced Lot maintenance shall be borne by the Owners for their respective lots. The Association has hereby granted a Temporary Easement as needed to enforce this provision and may charge any Owner if the Association finds it necessary (at their sole discretion) for performing the duties set forth above.”

9. Article V, Section 6 of the Declaration is amended in its entirety to read as follows:

“(6) Omitted in its entirety.”

10. Article VI, Section 5(e) of the Declaration is amended in its entirety to read as follows:

“(e) Construction. After approval by the ARB and the requisite inspections, the proposed improvements must be substantially completed within six months, or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House, and the accompanying landscaping, shall be completed within eighteen (18) months from the commencement unless the Board allows an extension of time.”

11. Article VII, Section 13(a) and (b) of the Declaration is amended in its entirety to read as follows:

“(a) Omitted in its entirety.”

“(b) Omitted in its entirety.”

12. Article VIII, Section 3(a) of the Declaration is amended in its entirety to read as follows:

“(a) Each Home shall be located on the Parcel in the following manner: (i) Minimum Front Set Back = 20 ft (Interior Lots # 11-22) (ii) Minimum Front Set Back = 15 ft (Exterior Lots # 1-10) (iii) Minimum Rear Setback = 10 ft (iv) Minimum side Setback = 5 ft”

13. Article VIII, Section 5 of the Declaration is amended in its entirety to read as follows:

“Section 5 – Sheds, Shacks, or Trailers. No shed, shack, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted on any Lot.”

14. Article VIII, Section 8 of the Declaration is amended in its entirety to read as follows:

“Section 8 – Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and disposal plan owned and controlled by the utility company or its assigns. The utility company has a non-exclusive perpetual easement in, over, and under the areas described on the Plat of “Easement for Utilities” or similar working for the purposes of installation, maintenance and operation of water and sewage facilities”

15. Except as specifically amended hereby, the Declaration shall remain in full force and effect. This Second Amendment shall become effective upon its recordation in the public records of Clay County, Florida.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Declarant has executed these presents this 8 day of October 2024.

DECLARANTS:

Signed, Sealed and Delivered
In the presence of:

GOVERNORS POINTE YACHT CLUB, LLC

By: [Signature]
Print Name: Mark Lampke
Its: Authorized Member

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was sworn to and subscribed before me by means of physical presence or () online notarization on this 8 day of October 2024, by Mark Lampke, as Authorized Member of GOVERNORS POINTE YACHT CLUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, who is personally known to me or _____ produced _____ as identification.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: _____

