

PREPARED BY AND RETURN TO:
G. TODD COTTRILL, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4907

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOREST
HAMMOCK AT OAKLEAF PLANTATION**

**This FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOREST HAMMOCK AT
OAKLEAF PLANTATION (this "Amendment") is made this 14th day of June, 2011 by FHOP,
LLC, a Florida limited liability company ("Developer").**

RECITALS

A. Developer has developed the subdivision located in Clay County, Florida commonly known as Forest Hammock at OakLeaf Plantation (the "Development"). Developer platted Unit Two of the Development by Plat recorded at Plat Book 55, page 10 ("Unit Two Plat"), both of the public records of Clay County, Florida.

B. The Development is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Forest Hammock at OakLeaf Plantation recorded at Official Records Book 3268, page 1289, as amended by the Supplement to the Declaration of Covenants, Conditions, Restrictions and Easements for Forest Hammock at OakLeaf Plantation recorded at Official Records Book 3313, page 1850, both of the Public Records of Clay County, Florida (together the "Declaration").

C. The Unit Two Lots listed on the attached Exhibit "A" as the "Designated Lots," are adjacent along the rear boundaries to the Unit Two Tracts listed on the Exhibit "A" as the "Contiguous Tracts."

D. As of the execution of this Amendment, Developer owns all Designated Lots and Contiguous Tracts. Developer intends to simultaneously convey each Designated Lot together with its adjacent Contiguous Tract to third parties.

E. Developer desires to amend the Declaration as more particularly described below. This Amendment is made pursuant to the reserved rights of the Developer set forth in Section 10.11 of the Declaration. The Amendment described herein does not material or adversely affect the value of any Lot or other building parcel located within the Development.

NOW THEREFORE, Developer amends Declaration as follows:

1. To the extent not otherwise defined herein, all defined terms contained in this Amendment shall the same meanings as such terms are defined in the Declaration.

2. The Declaration is amended to reflect that for all purposes under the Declaration (including, but not limited to, determination of the location of the easement reserved in Section 9.2 of the Declaration and the location of any setbacks within under the Declaration or the Unit Two Plat), each Designated Lot and its adjacent Contiguous Tract shall be deemed one Lot under the Declaration. No additional voting rights shall be granted with ownership of a Contiguous Tract.

Further, the Declaration is amended to reflect that no Contiguous Tract shall be subject to any individual assessment under the Declaration. However, in the event that an Owner of a Designated Lot fails to pay its assessment when due under the Declaration, the Association shall be entitled to enforce all remedies against both the Designated Lot and the adjacent Contiguous Tract regardless of whether the Designated Lot and its Contiguous Tract are owned by the same party.

3. Except as specifically amended above, all the terms, conditions and provisions of the Declaration shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the Developer has executed this Amendment as of the day and year first written above.

Signed, sealed and delivered in the presence of:

FHOP, LLC, a Florida limited liability company

[Signature]
Name: G. Todd Cottrell

By: [Signature]
Name: L. Randall Towers
Its: Managing Member

[Signature]
Name: Pamela G. Japour

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of June, 2011, by L. Randall Towers, the Managing Member of FHOP, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.



[Signature]
(Print Name) _____
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____

CONSENT AND JOINER

The undersigned, **FOREST HAMMOCK HOMEOWNERS ASSOCIATION, INC.** consents and joins in the attached First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Forest Hammock at OakLeaf Plantation.

14th IN WITNESS WHEREOF, this Consent and Joiner is executed by the undersigned this day of June, 2011.

Signed, sealed and delivered in the presence of:

FOREST HAMMOCK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

G. Todd Cottrill
Name: G. Todd Cottrill

Pamela G. Japour
Name: Pamela G. Japour

By: Lawrence R. Towers
Name: Lawrence R. Towers
Its: Director

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of June, 2011, by L. Randall, the President & Director of Forest Hammock Homeowners Association, a Florida corporation not for profit, on behalf of the corporation. He She is personally known to me or produced _____ as identification.



G. Todd Cottrill
(Print Name) _____
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____

EXHIBIT "A"

	<u>Designated</u> <u>Lots</u>	<u>Contiguous</u> <u>Tracts</u>
1	184	184-A
2	221	221-A
3	222	222-A
4	231	231-A
5	232	232-A
6	233	233-A
7	234	234-A
8	235	235-A
9	236	236-A
10	257	257-A
11	258	258-A
12	259	259-A