

This instrument prepared by and return to:

Charles L. Gibbs
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRACELAND**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRACELAND (this “**Amendment**”), is made as of the 28 day of November, 2018, by **CR315 PARTNERS, LLC**, a Florida limited liability company (the “**Declarant**”).

BACKGROUND FACTS

A. Declarant signed and recorded that certain Declaration of Covenants and Restrictions for Traceland, as recorded in Official Records Book 4073, page 823, public records of Clay County, Florida (the “**Declaration**”).

B. Declarant owns all of the Property affected by the Declaration.

C. Pursuant to Section 10.21 of the Declaration, the Declarant is entitled to replat all or any part of the Property owned by Declarant.

D. Declarant replatted all of the Property subject to the Declaration pursuant to that certain plat of Traceland, recorded in Plat Book 61, page 1, of the public records of Clay County, Florida.

AMENDMENT

In accordance with the terms of the Declaration, the Declaration is hereby amended as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference. All terms not defined in this Amendment shall have the meanings set forth in the Declaration.

2. Property or Subdivision. Exhibit “A” attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit “A” attached to this Amendment.

3. Common Area. Exhibit “D” attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit “D” attached to this Amendment.

4. Effect. Except as specifically amended herein, the Declaration shall remain in full force and effect. This Amendment shall be binding on the successors and assigns of the Parties and shall be construed, enforced and interpreted in accordance with the laws of the State of Florida.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same Amendment.

[Signatures begin on the following pages.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Angela Mardini
(Print or Type Name)

[Signature]

Karel Hanson
(Print or Type Name)

CR315, LLC, a Florida limited liability company

By: [Signature]

Helen Breeding, its Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of October, 2018, by Helen Breeding, as Vice President of CR315, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.



[Signature]

NOTARY PUBLIC
Print Name: Angela Mardini
Serial Number: EE 884887
My Commission Expires: 3/17/21

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All of Traceland, according to the plat thereof recorded in Plat Book 61, page 1, of the public records of Clay County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

EXHIBIT "D"

COMMON AREAS

Tracts "A", "B", "C", and "D" (SWMF / UDE); Tracts "E" and "F" (Open Space); Tracts "G" and "H" (Park), Tract "J" (Utility), and all easements marked as "UPDE", all as shown on the plat of Traceland, recorded in Plat Book 61, page 1, of the public records of Clay County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

Tract "I" (Lift Station) and all easements marked "CCUA" are dedicated to Clay County Utility Authority (CCUA), its successors and assigns.

All easements marked as "CCUA/CED" are dedicated to Clay County Utility Authority (CCUA) and Clay Electric Cooperative (CEC), their successors and assigns.

All easements marked as "UDE" and "ME", and all road rights-of-way, including, but not limited to, "Traceland Oak Lane", "Traceland Avenue", and "Green Leaf Way", are dedicated to Clay County, Florida, its successors and assigns.

CONSENT AND JOINDER OF LENDER

The undersigned, Florida Capital Bank, N.A., a national banking association (the "Holder"), is the owner and holder of that certain Mortgage and Security Agreement executed by CR315 Partners, LLC, dated October 19, 2017, and recorded in Official Records Book 4023, Page 273, of the public records of Clay County, Florida, as amended from time to time. Holder hereby consents and joins in the foregoing First Amendment to Declaration of Covenants and Restrictions for Traceland and subordinates its mortgage lien encumbering all or any part of the Property to the Declaration and this Amendment.

This instrument is executed this 11 day of October, 2018.

"Holder"

FLORIDA CAPITAL BANK, N.A.

John Jenkins
Print Name: John Jenkins

By: [Signature]
Peter Hayes, its Vice President

Miriam Fernandez
Print Name: Miriam Fernandez

Kendra Vincent, SVP
Address: 10151 Deerwood Park Blvd
Bldg 100, Ste 200A
Jacksonville, FL 32091

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11 day of October, 2018, by Peter Hayes, as Vice President of Florida Capital Bank, N.A., a national banking association, on behalf of the bank. He is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC
Name: _____
Serial #: _____
My Commission Expires: _____

