

• PREPARED BY: 5 MIN RETURN

JIM CHASTON, SECR.
OSPREY BLUFF COMMUNITY ASSN.
1878 OSPREY BLUFF BLVD.
FLEMING ISLAND, FL 32003

AMENDMENT TO
COVENANTS AND RESTRICTIONS
OSPREY BLUFF COMMUNITY ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Osprey Bluff Community Association, Inc., agrees to be governed by certain Covenants and Restrictions recorded in Official Records Book, 645, page 166 through page 175, of the public records of Clay County, Florida;

WHEREAS, pursuant to paragraph 35 of the aforesaid Covenants and Restrictions provided for Osprey Bluff Community Association, Inc., which has been formed and is presently composed of the lot owners of Osprey Bluff subdivision, said subdivision being platted in Plat Book 16, pages 65 and 66;

WHEREAS, provided under paragraph 35 (a) that lot owners 15 through 40 shall have "a right and easement to the use and enjoyment of 'Tract A', which shall be an appurtenance to and shall pass with the title to such lot" which has been done pursuant to a deed recorded in Official Records Book 1008, page 202, of the public records of Clay County, Florida, conveying "Tract A" to the Osprey Bluff Community Association, Inc.;

WHEREAS, "Tract A" included pursuant to paragraph 35 (a) of the Covenants and Restrictions, said dock, which has been constructed on the waters of Swimming Pen creek;

WHEREAS, that Osprey Bluff Community Association, Inc., at a duly held meeting on October 29, 2009, where a unanimous vote was taken and along with proxies obtained from those not attending the meeting to establish a quorum, has incorporated into the Covenants and Restrictions, the new requirements for any lot sales, per the revised wording in the State of Florida Sovereignty Submerged Land Lease, as follows:

Effective with sales of any Lot 15 through 40, after November 16, 2009, the appraisal of said lot, by an independent appraisal company, at the time of sale, and each and every subsequent sale, must contain a separate designated dollar amount pertaining to the value of the boat slip assigned to that lot. Pursuant to Section 3 of the State of Florida Sovereignty Submerged Land Lease and Florida Administrative Code 18-21.011, six percent (6%) of the boat slip value in the appraisal must be paid out of real estate closing settlement by the lot purchaser/or seller to the Osprey Bluff Community Association. This 6% of the boat slip value is considered a special assessment to the new owner and is subject to real estate lien against new owner's lot if unpaid. This 6% of the boat slip value must then be subsequently remitted to the State of Florida, as part and parcel to the annual submerged land lease payment in compliance with FAC 18-21.011, when invoiced by the State of Florida DEP.

This requirement pertains to Lots 15 through 40 inclusive, assigned dock slips on "Tract A" as shown on the attached diagram marked "Exhibit B" and by reference made a part hereof; and

WHEREAS, Osprey Bluff Community Association, Inc., has amended the Covenants and Restrictions to reflect that the assignment of individual slips on the dock which is referred to as "Tract A" in paragraph 35 (a) of the Covenants and Restrictions be assigned to the aforementioned lots and their present owners and be transferable only to a new Lot owner with the sale of the lot with the appropriate assigned dock slip as designated on "Exhibit B". Notwithstanding the above, any two current owners of Lots 15 through Lot 40, may both sign a simple letter to the Osprey Bluff Community Association, stating that they desire to swap "slip assignments" without any vote of the association. These two owners must pay all recording fees to the Osprey Bluff Community Association so the association officer can record the resulting swapped slip assignment as noted in a revised "Exhibit B".

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Osprey Bluff Community Association, Inc., for itself and its successors and assigns, does hereby amend the Covenants and Restrictions of Osprey Bluff to incorporate the dock slip assignments for the appropriate lots as designated on "Exhibit B".

Except as amended herein, said Covenants and Restrictions shall remain in full force and effect, as set forth in paragraph 31 of the aforesaid Covenants and Restrictions.

IN WITNESS WHEREOF, Osprey Bluff Community Association, Inc. has caused this Amendment to Covenants and Restrictions to be executed by its President, Bob Buehn, and its corporate seal to be hereunto affixed, this 9TH day of NOVEMBER, 2009.

Signed, sealed and delivered
In the presence of:

Witness:

Jim Chester
Mark B...

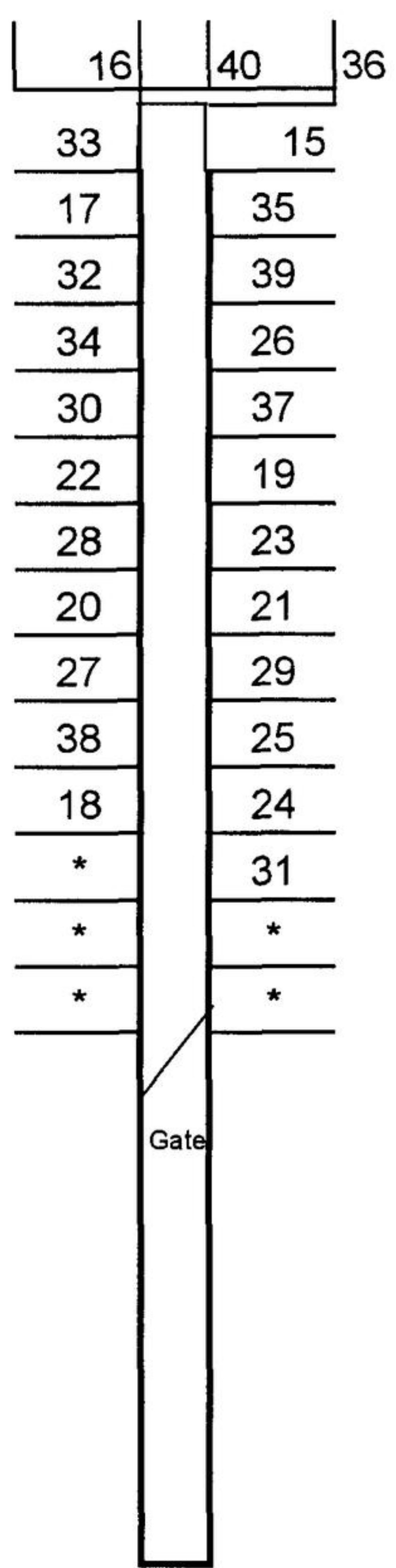
Osprey Bluff Community Association, Inc.

By:

Bob Buehn
Bob Buehn
President

Exhibit "B"

Osprey Bluff Community Association
Dock Slip Assignments
Numbers = Lot Numbers
Facility Map for DEP



Tract A

* Note: This area is first come, first serve for use of jetski's, canoes, & small jon boats.
The numbers represent the appropriate Lot number in Osprey Bluff.