

3
5 MIN. RETURN

Prepared by and return to:
Jim Chester, Vice President
Osprey Bluff Community Association, Inc.
1878 Osprey Bluff Blvd
Fleming Island, FL 32003

**AMENDMENT # 6 TO
COVENANTS AND RESTRICTIONS
OSPREY BLUFF COMMUNITY ASSOCIATION, Inc.**

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 December 2, 2010, where proper notice was given and a quorum was present, directed the officers of the board of directors to hire Lewis, Longman & Walker, P.A. and to resolve the dock issue with the Department of Environmental Protection (DEP), a Consent Order was issued by the DEP to approve the use of the dock. The Consent Order is recorded in OR Book 3278 on pages 819-831. Accordingly, based on the requirements of the Consent Order, recorded in the Official Records of Clay County, Florida, the owner of Lots 15 through 40 inclusive, and any family member, guest or tenant of aforementioned Lots 15 through 40, must comply with all the requirements of the Consent Order, such as the limit of boat sizes to 32 feet or less. Any lot owner, family member, guest or tenant of lot owner, causing a violation of said Consent Order must resolve the violation immediately. Any resultant damages, civil penalties or administrative fines issued by the DEP, due to any violation of the recorded Consent Order, will be the responsibility of the offending lot owner. If unpaid by the offending lot owner, the damages, civil penalties and administrative fines by the DEP, plus, but not limited to, legal expenses, recording fees and interest at the largest amount allowed by

law, will become a special assessment to the appropriate lot owner and a foreclosable lien will be placed on the lot of offending lot owner.

WHEREAS, Osprey Bluff Community Association, Inc., due to the above mentioned Consent Order, has amended the Covenants and Restrictions to reflect that the 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 with the sale of the lot with the appropriate dock slip as designated on "Exhibit B". Notwithstanding the above, any two current owners of Lots 15 through 40, may both sign a simple letter to the Osprey Bluff Community Association, Inc., stating that they mutually desire to swap "slip assignments" without any vote of the community association. These two owners must pay all recording fees to Osprey Bluff Community Association, Inc., so the association officer can record the resulting swapped "slip assignment" as noted in a revised Exhibit "B". Accordingly, on February 27, 2011, lot 34 owner David J. Baird and lot 37 owner Mitchell M. Swank mutually agreed to swap their slip assignments per the attached 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 slips for the appropriate lots as designated on "Exhibit B".

It is further understood that said lot and dock slip shall be considered as one for conveyance purposes and that said property owners of Lots 15 through 40 of Osprey Bluff may not assign or transfer any right, title and interest in the dock slip without transferring right, title and interest in the appropriate lot.

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 Vice President, Jim Chester, on this 28th day of February, 2011.

Signed, sealed and delivered
In the presence of:

Witness:

Earl Sharp

1865 Osprey Bluff Blvd

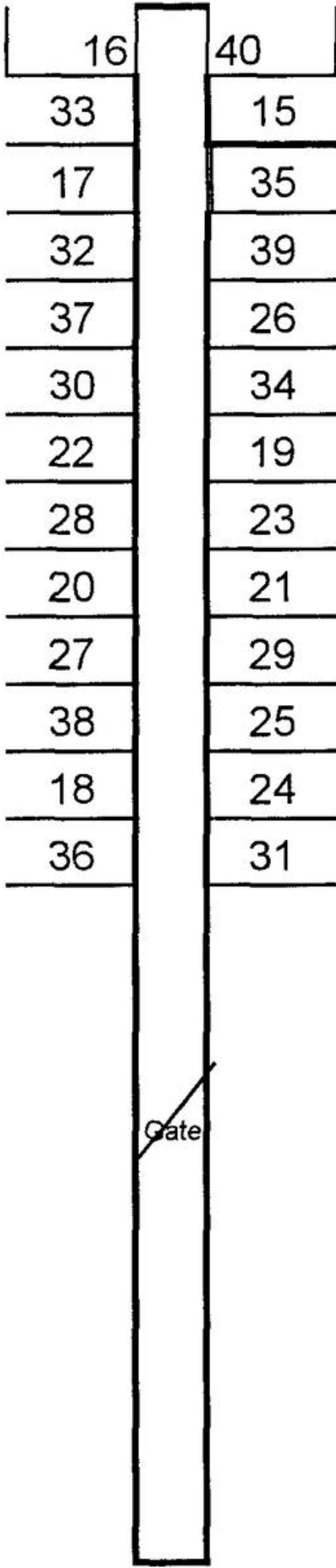
David J. Baird

1856 Osprey Bluff Blvd

Osprey Bluff Community Association, Inc.

By: Jim Chester
Jim Chester
Vice President

Exhibit "B"
Osprey Bluff Community Association, Inc.
Dock Slip Assignments
Numbers = Lot Numbers



Tract A