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Amended and Restated Covenants and Restrictions

Osprey Bluff Community Association, Inc.

Clay County, Florida

Article I

Know All Men By These Presents That:

WHEREAS, 2850 Corporation and the Kegan Corporation, doing Business as Osprey Bluff, a joint venture, (hereinafter called "Developer"), was the owner of all the land shown on the plat of Osprey Bluff, according to plat thereof recorded in Plat Book 16, Pages 65 and 66 of the public records of Clay County, Florida, (hereinafter called "Plat" or "Said Plat"). Covenants and Restrictions (C&R) for said venture are recorded in Book 645, Pages 166-174, on November 3, 1981 in Clay County Records.

WHEREAS, the transfer of C&R to Osprey Bluff Community Association (OBCA) by Developer took place on August 4, 1986 as recorded with Clay County Clerk in Book 1206, page 234.

WHEREAS, Kegan Corporation and 2850 Corporation executed that certain Declaration of Covenants and Restrictions for Osprey Bluff, as recorded on or about November 3, 1981, in Official Records of the current public records of Clay County, Florida as amended by instruments recorded in the Official Records Book 1207, Page 673, Official Records Book 1831, Page 0685, Official Records Book 2963, Page 1063, Official Records Book 3159, Page 174, Official Records Book 3285, Page 826, Official Records Book 3285, Page 2127; each of the current public records of Clay County, Florida collectively hereinafter referred to as the "Original Declaration"; and

WHEREAS, Developer provided in the Original Declaration for the establishment of a not for profit association to own, maintain, and administer all Common Property as hereinafter defined and to administer and enforce the easements, covenants, conditions, restrictions, and limitations as set forth in the Original Declaration, which association is Declarant, Osprey Bluff Community Association, Inc.

WHEREAS, the Declarant desires to amend and restate the Original Declaration and impose this Amended and Restated Declaration of Covenants and Restriction for Osprey Bluff Community Association on the real property within the community of Osprey Bluff; prepared this document to amend and restate the Original Declaration; and

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Osprey Bluff shall hereinafter be referred to as the "Amended and Restated Declaration"; and

WHEREAS, the purpose of this Amended and Restated Declaration is to substantially and completely amend and restate the covenants, conditions and restrictions previously imposed upon the community of Osprey Bluff and place the covenants, conditions and restriction of record as to the real property hereinafter described, and to limit the use of same, as set forth hereinafter this Amended and Restated;

NOW, THEREFORE, inconsideration of the premises and the covenants herein contained, the Declarant hereby declares that henceforth the Original Declaration and Amendments are merged into and is superseded by this Amended and Restated Declaration such that the real Property described herein and any additional property made subject to this Amended and Restated Declaration, to the extent permitting by law, shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restriction, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restriction to run with said real Property and binding on all parties having any right, title or interest in the real Property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

WHEREAS, The OBCA desires to place certain covenants and restrictions of record affecting the property shown on said plat and the future development for a period of time as hereinafter set forth; and

WHEREAS, The OBCA desires to serve notice upon all persons and their successors, who shall hereafter take title to any portion of said property or any lot or lots shown on said plat; and

Now, Therefore, for and inconsideration of the premises and for other good and valuable consideration, the OBCA for itself and its successors and assigns does hereby restrict the use, as hereinafter provided, of all the lands included in and shown on the plat of Osprey Bluff, according to plat thereof recorded in Plat Book 16, Pages 65 and 66, public records of Clay County, Florida, all of said land included in said plat being hereinafter sometimes referred to as "said land"; and does hereby place upon said land the following covenants and restrictions to run with the title to said land and the Grantee of any deed conveying any lot or lots, parcels, or tracts shown on said plat or any portions thereof shall be deemed by the acceptance of such deed or deeds, to have agreed as all such covenants and restrictions covenanted to observe, comply with and be bound by all such covenants and restrictions, as hereinafter set forth, to-wit:

Article II

Definitions:

1. Lot -- For purposes of these of these covenants and restrictions, the term "lot" shall mean any parcels as shown on Said Plat and numbered 1-40. Lots 1-14 will designated as "waterfront lots" and lots 15-40 as "inland lots".

2. Common area -- Shall mean all real property owned by the OBCA for the common use and enjoyment of owners and their guests.

3. Owner -- Shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any water front lot or inland lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

4. Declarant -- Shall mean and refer to the Osprey Bluff Community Association, Inc (aka OBCA).

5. Voting Interest -- Each inland lot and waterfront lot in the Properties shall have one vote in association affairs and those lots which are owned jointly on in common by two or more members, the joint owners must agree among themselves how the vote for their Lot shall be cast. This voting interest will apply to general and special meetings.

6. Quorum -- The presence at the meeting of members entitled to vote or proxies entitled to cast, forty percent (40%), of the membership, eligible to vote, shall constitute a quorum for any action except as otherwise provided in the Covenants and Restrictions or Bylaws. A fifty-one percent (51%) of votes cast are needed for approval. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

7. Super quorum-- A super quorum would be needed for special assessments and covenants being amended.

The Super quorum is defined as 75% of inland lots and waterfront lots combined in attendance to be a quorum ($40 \times .75 = 30$ platted lots). For agenda approval, 75% of quorum voters would need to vote for action ($30 \text{ platted lots} \times .75 = 23$ votes for approval).

8. General meeting --The OBCA officers shall conduct semiannual general association meetings to be determined as to date and time.

9. Special Meeting -- Special meetings of the members may be called at any time by the President, or upon written request of one-third (1/3) of the members who are entitled to vote. Business conducted at a Special Meeting is limited to the purposes described in the notice.

10. Proxies will be accepted to represent the voting interest of lot owners. Lot owners may designate any other lot owner to vote their proxies. The use of proxies will be used to meet quorum requirements and to reflect lot owner wishes. Proxies will be sent with the meeting notice in advance of general or special meetings.

Article III

Use Restrictions

1. Said land shall be used for residential purposes exclusively. No structure shall be erected, altered or permitted to remain on any lot other than a family dwelling not to exceed two (2) stories in height, together with an attached garage and necessary outbuildings. The term "outbuilding" shall be construed to include only a pool and pool house, a detached garage, a children's playhouse, storage shed, or a green house. In no event shall a detached storage or tool shed or building be placed or maintained on any lot, and no other detached building or structure shall be placed, erected or maintained on any lot without the prior written approval of the Architectural Review Committee (ARC) as hereinafter established in paragraph 8. As a guideline, outbuildings shall be located on that part of each lot lying between the house located on said lot and the rear lot line. For these purposes the rear lot line of all waterfronts lots located on said plat shall be deemed the line of said lot abutting Swimming Pen Creek. Provided further, that no children's play house or storage shed shall be located or constructed on said land unless same is placed in such a fashion so as not to be visible from any street abutting any such lot and no such play house shall be located or constructed in any trees located on said land unless same is placed in such a fashion so as not to be visible from any street abutting any such lot. Notwithstanding the above, outbuildings existing prior to adoption of proposed C&Rs are grandfathered.

2. No building shall be located on any lot nearer than 40 feet from the front lot line, except lots 7 through 20 which shall have a 75 foot set back, and no nearer than 25 feet from any rear lot line. The above set back lines shall be measured from the respective lot lines to the foundation of any building for purposes of determining compliance with these set back requirements. Any variance to these set backs must be approved by the ARC before construction of said house and recorded (See paragraph 11). Any variance to these setbacks already approved and recorded in county records prior to the adoption of these covenants and restrictions are grandfathered and considered approved by the association and the Architectural Review Committee. The front lot line mentioned in this paragraph is deemed to be the line abutting a dedicated street as viewed from the front of the dwelling. The rear yard set back lines (waterfront side of the lots 1

through 14 inclusive) established herein shall not apply to location and construction of pools, patios, and decks.

3. No residential dwelling shall be placed on any lot which dwelling contains an area of less than 1,700 square feet of heated area. In computing said 1,700 square feet, such computation shall be exclusive of attached garages, carports, and open or screened porches. Additionally, the ground floor of any two story residential dwelling constructed on any lot shall contain a minimum of 1200 square feet of heated area, exclusive of open or screened porches and attached garages and carports.

4. No fences shall be constructed or placed on any portion of any lot lying between the residential dwelling constructed on said lot and the street or streets abutting said lot. Provided, however, that this provision shall not be construed to prevent the location of hedges or other natural growth in or on the above described portion of any lot or to prevent the construction of any wooden or stone fences for the purposes of enclosing patios or other areas contiguous to the dwelling located on any such lot. No barbed wire or chain link fence shall be placed or maintained on any portion of any lot. No fence constructed of any other material shall be placed or maintained on any portion of any lot without the prior approval of the ARC in accordance with paragraph 8 below.

5. No trash cans, garbage cans or clotheslines shall be located on any lot so as to be visible from any street abutting said lot, except when incident to normal trash collection.

6. All buildings constructed on any lot shall be constructed of such materials as brick, stone, lap siding, vinyl siding, new wood, used wood when in good condition and when in context with the architectural design of the building. No painted or exposed concrete blocks or metal siding shall be used.

7. An Architectural Review Committee (ARC) of the OBCA officers is hereby established. Neither the members of the committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant. No member of the OBCA, or its designated representative, if any, shall be liable to any lot owner or any person or entity at law or in equity for any decision or act of failure to act, pursuant to the authority to approve or disapprove various plans or specifications as set forth herein. The members of the ARC will be the Vice President, Secretary, and Treasurer of the OBCA. As the only standing committee of the OBCA, minutes of ARC meetings are needed for public record access.

8. Construction of buildings, fences, and /or other facilities, structures, or appurtenances shall not commence on any lot until the proposed plans and specifications for such construction have been reviewed and approved in writing by ARC, or its representative. Plans and specifications must include, but may not be limited to, two (2) complete sets of detailed construction plans with specifications for same and with exterior finishes and colors clearly shown and must further include two (2) copies of the plot plan showing the proposed location of the building and other structures, such as

drives, parking areas, fences, and other proposed construction. This same procedure shall apply to proposed alterations. After review, one (1) set of the plans and specifications marked "approved" or "rejected" will be returned to the owner for corrections and resubmittal or for commencement of construction, whichever the case may be. The second set of plans will be maintained in OBCA archives. In the event, approval or rejection of the plans and specifications is not provided by the OBCA within thirty (30) days following receipt of request and written acknowledgement of receiving plans by ARC, the submission shall be deemed to be approved. The provisions of this paragraph shall apply only to the requirements for submitting plans and specifications for approval and shall in no way be construed as waiving any of the other covenants and restrictions set forth herein.

9. The ARC may approve or reject proposed plans and specifications and construction materials including paint for any reason, including, but not limited to, aesthetics, composition, color, texture, fire resistance and durability. Bright paint colors shall not be used. Garage doors and other exterior doors shall be constructed of a material and of a design which harmoniously and architecturally blend with the building. All such doors shall be painted, stained or varnished in accordance with painting restrictions of this paragraph.

10. The ARC established herein shall be empowered and authorized to grant any variances in or exceptions to these covenants and restrictions which also meet county zoning codes.

11. All purchasers of lots shall maintain said lots and all improvements, including but not limited to the yard, buildings, landscaping and other facilities in a neat and clean manner. Provided, however, the provision of this paragraph shall not be construed to require any lot owner to clear any natural growth located on such lot prior to construction of a dwelling thereon.

12. No rental apartment, tent, shack or barn shall be erected or placed on or allowed to occupy any lot, nor shall any basement, houseboat, motor home or travel trailer or other outbuilding be placed or erected on any lot to be used as a permanent residence nor shall any structure of a temporary character be used as a residence on any lot. A certificate of occupancy from the county building department will be required before occupying the premises.

13. No commercial vehicles or school buses shall be kept, stored or maintained on any lot.

14. Any homeowner desiring to erect a flagpole cannot be restricted from doing so as long as Florida State Statue 720.304(2b) is followed. Only the flags permitted under this statue will be flown. The flag must be displayed in a respectful manner, consistent with Title 36 U.S.C. Chapter 10 (FSS 720.3075(3)).

15. No high intensity lights shall be erected on any lot in such a fashion as to create a nuisance or annoyance to any other lot owner.

16. No lot may be used or maintained as a dumping ground for rubbish, nor shall any inoperable automobile nor appliances be placed or permitted to remain on any lot, right-of-way, or easement either temporarily or permanently except for purposes of normal pick-up by garbage or trash collection agencies. All trash, garbage, and waste shall be kept in closed sanitary containers.

17. No commercial activities whatsoever shall be carried on or conducted on any lot including but not limited to home occupations as defined by the Clay County Zoning Ordinance.

18. No obnoxious or offensive activities shall be carried on conducted on any lot nor shall anything be done thereon which shall constitute an annoyance or a nuisance to the neighborhood.

19. No commercial advertising or display signs and no large or unsightly signs may be permitted on any lot, excepting however, customary "For Sale" or "For Rent" signs used in residential sales and leasing. Election signage no bigger than 2 feet by 4 feet may be displayed, but must be removed immediately following the election.

20. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Provided, however, that dogs, cats, and household pets may be kept so long as they are not bred or maintained for commercial purposes and do not create a nuisance or public aggravation to any other lot owner and are not kept in unreasonable numbers.

21. No living tree or trees of 10"DBH (diameter breast height) or greater may be cut or removed from lot, without the prior written approval of the ARC, excepting however, such trees that are growing within ten (10) feet of a residential dwelling or appurtenant outbuilding or swimming pools allowed hereunder. Diseased or dead trees which pose a danger to structures are allowed for removal.

24. The owners of Lot 10 and Lot 11 shall in no event construct a dock within 50 feet of the dock on Tract A.

25. No man made or artificial structures, including fences shall be placed on any waterfront lot which unreasonably restricts the view of Swimming Pen Creek by any other waterfront lot owner. Provided, however, that the following shall not be construed as an unreasonable obstruction of view:

a) The location of any residential dwelling and appurtenant outbuildings upland from the rear set back line established herein.

b) Any minimum fencing of swimming pools required by any governmental authority.

c) The location of pools, decks, and patios consistent with the provisions of paragraph 3 above where same extend from or are contiguous to the dwelling located on any lot.

d) Docks and boat houses, as permitted by government agencies, are allowed.

e) Provided, however, that no fences, man-made or artificial objects or planted shrubbery exceeding a height of 4 feet above the ground level shall be constructed, placed, or maintained on the portion of any waterfront lot lying between the rear lot line (line adjacent to Swimming Pen Creek) and 50 feet upland from the said rear lot line.

26. No free standing, above ground swimming pools shall be placed or constructed on any lot.

27. No window air conditioning units shall be installed on any building without prior written approval of the Architectural Control Committee.

28. These covenants and restriction are to run with the title to the lots as shown on the plat of Osprey Bluff and shall be binding on all purchasers of any lot or lots in said subdivision and all persons claiming under them until January 1, 2020, at which time they shall be automatically extended for successive consecutive periods of ten (10) years each unless they are amended, altered or cancelled by the affirmative vote of three-fourths (3/4) of a super quorum of the then owners of lots covered by these covenants and restrictions evidenced by an instrument recorded in the public records of Clay County, Florida.

29. The OBCA hereby reserves for itself and its successors and assigns, and shall have the absolute right, but not the obligation:

a) To amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, provided, however, that this shall not prevent the OBCA from waiving or amending any restrictions as building set back lines and minimum square foot requirements as to any lot or lots.

b) To amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

c) To include any contract, deed, or other instrument hereinafter made relating to any particular lot or lots, any additional covenants and restrictions applicable to the said lot or lots which do not lower the standards of the covenants and restrictions herein contained, and,

d) To release any lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations building set back

lines, minimum square foot requirements and provisions hereof relating thereto) if the OBCA, in its sole judgment, determines such violation to be an insubstantial violation.

30. If any owner of any lot or the successors or assigns of said owner shall violate or attempt to violate any of the covenants and restrictions set forth herein, it shall be lawful for any other person or persons owning any lot covered by these covenants and restrictions, including the OBCA, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction either to prevent such violation or to recover damages therefore. The right of the OBCA to enforce in law or in equity these covenants and restrictions shall not be construed an obligation to do so. Additionally, OBCA hereby reserves a continuing right and easement (but not the obligation) to enter upon any lot the the purpose of removing any rubbish, trash, garbage, or sign or billboard existing on such lot in violation of the Covenants and Restrictions.

31. All driveways which are constructed across a swale or ditch shall be constructed utilizing culverts of a size and design as may be required from time to time by Clay County. Additionally, the design and location of the septic tank and drain-field on any lot shall be determined by a registered engineer and approved by the Clay County Health Department prior to installation.

32. In addition to any remedy provided to the Association herein, the Association may levy fines for violations of the Amended and Restated Declaration and Rules and Regulations of the Association. Multiple violations may be deemed separate violations and fines may be levied for each violation as set forth in the Section. A fine up to \$50.00 may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine per violation may not exceed, in the aggregate, the maximum permissible amount as provided by Florida law. A fine levied pursuant to this Section shall be a lien against the Lot. In an action to recover a fine or to foreclose a lien for an unpaid fine, the prevailing party is entitled to recover its cost and reasonable attorney's fees for the non-prevailing party. This Section shall be governed by Chapter 720 of the Florida Statutes, as may be amended from time to time, and in the event that this Section's terms may come to be in conflict with the Florida Statutes. The Florida Statutes shall control.

Article IV

Dock and Tract A

1. WHEREAS, pursuant to paragraph 35(a) of the Original Covenants and Restrictions, Tract "A" has been conveyed to Osprey Bluff Community Association, Inc., by deed recorded in Official Records Book 1008, Page 202, and a dock has been constructed with slips for use by the owners of Lots 15 through 40 of Osprey Bluff; and

2. WHEREAS, Osprey Bluff Community Association, Inc. wishes to assign said dock slip access to the aforementioned lots, said dock slip assignments are to be transferable only with the sale of the lot to which it is assigned per Exhibit "A".

3. Now, therefore, in consideration of the premises and for other good and valuable consideration, Osprey Bluff Community Association, Inc. does hereby amend the Covenants and Restrictions of Osprey Bluff by assigning the exclusive right to use dock slips assignments to Lots 15 through 40 as set forth on Exhibit "A" attached hereto and by reference made a part hereof, subject to the rules and regulations of Osprey Bluff Community Association, Inc. Said individual lot and the dock slip assignment assigned thereto shall be considered as one for conveyance purposes and property owners of Lots 15 through 40 of Osprey Bluff may not assign or transfer any right, title or interest in the dock slip without transferring right, title and interest in the appropriate lot.

4. Dock slips are assigned to Lot 15 through 40 by the Osprey Bluff Community Association, Inc. per Exhibit A. The current recorded version of Exhibit "A" is dated 2-28-2011 as recorded in the Clay County Clerk of Court in Book 3285, pages 2127-2129.

5. Notwithstanding the above, by mutual agreement of any 2 lot owners within Lots 15 through 40, they may exchange dock slip assignments by signing a simple letter to Osprey Bluff Community Association, Inc. and pay for all recording fees relating to recording said assignments to Exhibit A. Acceptance of said simple letter by OBCA President, along with applicable recording fees, will be considered as approval.

6. 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 the 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 a 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.

Article V

Membership

1. Membership of OBCA is composed of owners, of platted lots 1 through 40, in Osprey Bluff Subdivision. A primary purpose of this corporation is to take and hold title to Tract "A" as shown on plat of Osprey Bluff and to maintain same together with the dock located at the Westerly end of Tract "A" and extending into Swimming Pen Creek, as well as to regulate the use and enjoyment of said Tract "A" and dock (hereinafter collectively referred to as Tract "A"). The Association shall hold title thereto use and benefit of all members of for the OBCA as hereinabove defined, all in accordance with the following:

1a) Waterfront lots 1-14 purchased prior to January, 2016 still have the option to join OBCA.

1b) Notwithstanding V-1a above, every owner of lots 1 through 40 inclusive shown on the said plat shall, upon acceptance of the deed of conveyance of said lot, automatically become a member of the association, which membership shall be appurtenant to and may not be separated from ownership of such lot. Additionally, every owner of lots 15 through 40, inclusive shown on said plat, shall have a right and easement to the use and enjoyment of Tract "A" and dock (hereinafter collectively referred to a Tract "A", which shall be an appurtenance to and shall pass with title to such lot. Membership in the association and the easement to the use and enjoyment of Tract "A" shall be subject to the limitations hereinafter set forth and the rights herein granted to the OBCA.

1c) OBCA shall control Tract "A" and be responsible for maintaining same, and have the right and ability to assess monies from lot owners.

1d) The OBCA owns and controls "Tract A" for the usage and benefit of Osprey Bluff owners. Owners of platted lots 15 through 40 have boat slips assigned by the OBCA. These assigned boat slips are for the exclusive usage of the assigned lot owners for their privately owned watercraft. No commercial usage or assignment or leasing to parties outside of OBCA will be allowed.

1e) The Association shall be responsible for maintaining Tract "A", the promulgation for reasonable rules and regulations governing the use thereof by its members, the making of any improvements on Tract "A" desired by its members in accordance with the provisions hereof the payment of all ad valorem taxes or other taxes, if any, assessed against Tract "A", the payment of any insurance coverage maintained by the association

Article VI

Assessments

1. The OBCA may fix the amount of annual assessments. This shall apply to any annual assessment approved by the affirmative vote, which a quorum (40%) of eligible voters are present and proxies presented, and a **majority** of the votes cast at a meeting of the members duly called for that purpose.

1a) All assessments, annual and special, shall be fixed at a rate to all lots owned by members of the association. Waterfront lots will be at a separate rate.

(i) Existing owners of waterfront lots 1-14 have the option to join. As waterfronts lots 1-14 are individually sold after the adoption date, new owners of waterfront lots 1-14 will become mandatory members for assessment payments.

(ii) The initial assessment shall be due when mailed to members at the last known address of such member, as maintained by the Association. Annual assessments shall be determined by the Association at the 2nd semi annual meeting each year and shall be due on January 1 and are late after March 31, after written notice thereof is mailed to lot owners. Annual dues not paid after March 31 will be subject to liens placed on said lots after written notice. Special assessments shall be due on the date and in the manner set by the member of the Association in the resolution which establishes the amount of such special assessment.

(iii) It shall be the responsibility of each member to keep the Association informed as to such member's name, current mailing address, and email address. The Association shall, upon the request of the member, or holder of a mortgage on any lot, furnish a certificate signed by an officer of the Association setting forth whether, the assessments on a specific lot have been paid, and if not, the amount then due. Such certificate shall be binding on the association as the matter set forth therein assessments.

1b. The OBCA, for each of lots 1 through 40 inclusive in the subdivision, hereby covenants, and each owner of lots 1 through 40 inclusive by the acceptance of a deed therefore, is deemed to covenant and agree to pay the Association annual and special assessments, (as hereinabove provided for). From and after the date of mailing of notice of assessments, the annual and special assessments, together with interest, costs, and reasonable attorney's fees (whether said be filed or not) shall be a charge upon the land and shall be a continuing lien upon the lot or lots as to which each such assessment is made, a notice of which may be filed in the public records of Clay County Florida. Said

lien shall be enforceable and may be foreclosed by and in the name of the OBCA by an action filed in a court of competent jurisdiction. Each such assessment, together with interest, cost of collection and reasonable attorney's fees (whether suit be filed or not) shall also be the personal obligation of the person who was the owner of such property at the time when assessments fell due. The personal obligation for the delinquent assessments shall not pass to his successor in title unless expressly assumed by him (Florida Statue 720.305).

1c) Non payment of annual dues and any special assessment then due or previously approved will invalidate the voting rights of the lot owners on matters of common concern until payment is received by OBCA. The Association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined (Florida State Statue 720.305).

1d) The Association may suspend the voting rights of a lot owner or member for the nonpayment of any monetary obligation due to the association that is more than 90 days delinquent (Florida State Statue 720.305).

2. Special assessments may be levied by the Association upon the votes cast at a special meeting of the Association members duly called for that purpose (See Definition 7). Special assessments must be used for construction, reconstruction or replacement of a specific capital improvement.

3. Invalidation of any one or more of these covenants and restrictions by judgment of court order or otherwise, shall in no way affect the legality of any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, Osprey Bluff Community Association, Inc. having caused these Covenants and Restrictions to be executed by their President And their corporate seal to be hereunto affixed, this 18 day of December, 2015

Signed, sealed and delivered:

WITNESSES:


Original Signature

PAUL R. W. DAVINI
Typed/Printed Name of Witness


Original Signature

Neal McDaniel
Typed/Printed Name

BY: 
Original Signature of Executing Authority

Jerry Kemp
Typed/Printed Name of Executing Authority

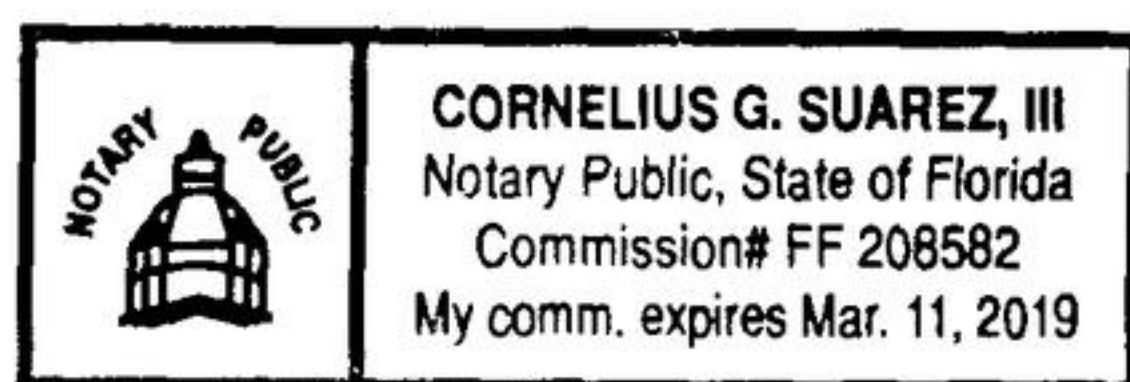
President
Title of Executing Authority

State of Florida

County of Clay

The foregoing instrument was acknowledged before me this day of 18 Dec 2015 by JERRY KEMP as President of Osprey Bluff Community Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced FL - DL, as identification.

My Commission Expires:




Notary Public, State of Florida

CORNELIUS G. SUAREZ III
Typed/Printed or Stamped Name

Exhibit A

Dock slip assignments as recorded 2-28-2011, Book 3285, pages 2127-2129.

Exhibit "A"
Oprey Bluff Community Association, Inc.
Dock Slip Assignments
Numbers = Lot Numbers

16	40
33	15
17	35
32	38
37	26
30	34
22	19
28	23
20	21
27	29
38	25
18	24
36	31

Tract A

Recorded 2/28/2011