

Prepared by, record and return to:
Clay Investment Fund XIV, LLC
161 Hampton Point Dr., Suite 1,
St. Augustine, FL 32092

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR OSPREY LANDING**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OSPREY LANDING (“Amendment”) is made this 27th day of June, 2018 by **CLAY INVESTMENT FUND XIV, LLC**, a Florida limited liability company (“Declarant”) whose address is 161 Hampton Point Drive, Suite 1, St. Augustine, Florida 32092.

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants and Restrictions for Osprey Landing (the “Declaration”), dated January 30, 2018 and recorded on January 31, 2018, in the Official Records Book 18269, Pages 585 of the Public Records of Duval County, Florida; and

WHEREAS, the Declarant has the right to amend the Declaration and this right is defined in Article 12.5 of the Declaration.

WHEREAS, the Declarant desires to amend the Declaration as hereinafter set forth.

NOW THEREFORE, The Declaration is amended as set forth below:

1. **Recitals.** The foregoing recitals are true and corrected and are incorporated herein by reference.

2. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Declaration.

3. **Section 10.8.** Section 10.8 is deleted in its entirety and replaced with the following:

Section 10.8 **Lakes, Creeks and Water Bodies.**

10.8.1 **General Provisions.** Only the Declarant and the Association shall have the right to pump or otherwise remove any water from any lake, creek or other water body adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or water bodies. The Declarant and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or water bodies and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any

such water body. No gas or diesel driven boat shall be permitted to be operated on any lake or water body, except for Private Dock Lots (as defined below) or as otherwise expressly set forth herein. Lots which now or may hereafter be adjacent to or include a portion of a lake, creek or other water body ("Waterfront Lots") including the Private Dock Lots, shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any Waterfront Lot pursuant to the requirements of Section 10.15 hereof. If the Owner of any Waterfront Lot fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but not obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lot pursuant to the provisions of Article VIII of this Declaration. Title to any Lot shall not include ownership of any riparian rights associated therewith. Except for Private Dock Lots or as otherwise expressly set forth herein, no docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Declarant and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake, creek or other water body adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such water body. The use of the surface waters of any such water body shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND WATER BODY BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.10.

10.8.2 Limited Common Area/Conservation Area. As depicted on the Plat of Osprey Landing Unit One recorded in Plat Book 71 Pages 70 – 82 of the Public Records of Duval County, Tract C is a Wetland/Conservation Area tract adjacent to and abutting Lots 212 through 214 and Lots 235 through 256, all as depicted on such plat (each a "Private Dock Lot" and collectively, the "Private Dock Lots"). Notwithstanding any provision of the Declaration to the contrary, in the event an Owner of a Private Dock Lot obtains the necessary governmental approvals and permits to construct docks, boardwalks and/or other water access structures pursuant to this Section 10.8 and in compliance with all applicable laws, rules, regulations and ordinances (the "Private Dock Facilities"), then such Owner shall have, as an appurtenance to their Private Dock Lot, an easement across Tract C adjacent to such Owner's Lot between such Owner's Lot and the Mean High Water Line ("HWL") of Halls Branch, also known as Half Creek established by St. Johns River Water Management District (each such easement area, a "Private Dock Limited Common Area"). The perimetrical boundary for each Private Dock Limited Common Area shall be determined by the horizontal extension of a Private Dock Lot's side lot lines extended from the intersection of the rear lot line and the side lot line through Tract C and ending at the HWL so that each Private Dock Lot has a specific and identifiable Private Dock Limited Common Area within

Tract C. In order to ensure there is no gap between sovereign lands and Private Dock Lots and that no Private Dock Lots include sovereign lands, all Private Dock Limited Common Area shall extend or detract to the HWL.

10.8.3 Private Dock Facilities. Owners of Private Dock Lots shall be permitted to construct Private Dock Facilities within the Private Dock Limited Common Area, subject to the Owner obtaining all required permits and approvals from all governmental authorities having jurisdiction and subject to Section 10.22 below. The Association or the Declarant, as applicable, shall join in or otherwise consent to any permits or applications for Private Dock Facilities so long as the Owner making the application is in compliance with the requirements of all governmental authorities. The ARB shall have the right to approve plans and specifications for Private Dock Facilities to determine conformity with requirements for docks as may be adopted by the ARB (if any). The ARB may impose standards for Private Dock Facilities that may be greater or more stringent than standards required by governmental authorities. The Association shall have the right to adopt rules and regulations governing the use of the Private Dock Limited Common Area and Private Dock Facilities. The Private Dock Limited Common Area shall be used in accordance with this Section 10.8 and rules and regulations promulgated hereunder. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER HEREBY ACKNOWLEDGES AND AGREES THAT CERTAIN LOTS MAY NOT BE GRANTED PERMITS OR APPROVALS FOR THE CONSTRUCTION OF PRIVATE DOCK FACILITIES. SUBJECT TO THE ASSOCIATION'S AND/OR DECLARANT'S OBLIGATION TO JOIN OR CONSENT TO ANY PRIVATE DOCK FACILITIES APPLICATIONS OR PERMITS AS PROVIDED HEREIN, OWNERS OF PRIVATE DOCK LOTS ARE RESPONSIBLE TO OBTAIN ALL REQUIRED BUILDING AND OTHER PERMITS AND APPROVALS FROM ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION FOR THE CONSTRUCTION OF PRIVATE DOCK FACILITIES.

10.8.4 Maintenance and Insurance. Each Owner of a Private Dock Lot with an appurtenant Private Dock Limited Common Area shall be responsible for the costs, charges and expenses incurred in connection with insuring and maintaining the Private Dock Facilities, including compliance with the requirements of any governmental agencies having jurisdiction. Every Owner shall be required to maintain such Private Dock Facilities in a routine and ordinary manner and shall ensure that no dangerous or hazardous conditions shall exist. Notwithstanding anything contained herein to the contrary, the Association shall remain as the party responsible for maintenance of any Wetlands or Conservation Areas located within the Private Dock Limited Common Area as required by the Declaration, any plat of the Property and the requirements of any governmental agencies having jurisdiction. Each Owner of a Private Dock Lot with an appurtenant Private Dock Limited Common Area in which Private Dock Facilities have been constructed shall maintain commercial general liability insurance insuring against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever incurred as a result of or in any way related to the use of the Private Dock Facilities, by such Owner, their tenants, guests, and invitees.

10.8.5 Assumption of Risk and Indemnification. Each Owner of a Private Dock Lot, by acceptance of a deed to such Lot, agrees to indemnify and hold harmless the Declarant, the Association, LENNAR HOMES, LLC, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of the Private Dock Limited Common Area, including the Private Dock Facilities, by such Owner, their tenants, guests, and invitees. Losses shall include the deductible payable under any of the Association's insurance policies, as applicable. WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND WATER BODY BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTIONS 10.22 AND 12.10.

10.8.6 Access Rights for Declarant and Association. The Declarant and the Association, together with their respective authorized agents, employees, consultants, contractors and subcontractors, shall have the unfettered right to use the Private Dock Limited Common Area for the purpose of inspecting and maintaining the Wetland Conservation Areas and the shoreline, and ensuring compliance with the terms of this Declaration and the requirements of any governmental agencies having jurisdiction. The Declarant reserves an easement for itself, and on behalf of the Association, for unfettered ingress and egress to and from the Private Dock Limited Common Area so that Declarant and the Association, together with their respective authorized agents, employees, consultants, contractors and subcontractors, may perform all construction, maintenance and inspections deemed necessary or convenient by Declarant and the Association. Declarant's and the Association's rights under this Section 10.8 shall include the right to access water bodies by use of motorized and non-motorized watercraft and personal watercraft, as they may elect in their sole and absolute discretion.

4. **Full Force and Effect.** The Declaration, as hereby amended, is hereby ratified per the terms of the Declaration and remains in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, do hereby make this Second Amendment to the Declaration of Covenants and Restrictions for Osprey Landing and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

CLAY INVESTMENT FUND XIV, LLC,
a Florida limited liability company

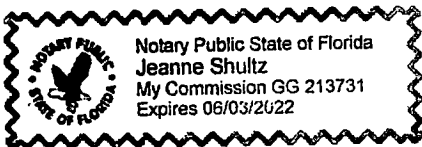
Witness: *Christopher M. Ward*
Print Name: CHRISTOPHER M. WARD

By: *Samuel B. Crozier*
Samuel B. Crozier, Manager

Witness: *Jeanne Shultz*
Print Name: JEANNE SHULTZ

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing second amendment was acknowledged, sworn t (or affirmed) and subscribed before me this 27TH day of June, 2018, by Samuel B. Crozier, as Manager of CLAY INVESTMENT FUND XIV, LLC, a Florida limited liability company, and on behalf of the limited liability company, and who is personally known to me or has produced _____ as identification.



Jeanne Shultz
(Print Name JEANNE SHULTZ)
NOTARY PUBLIC, State of Florida
Commission # GG 213731
My Commission Expires: 06/03/2022