

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
OSPREY RUN TOWNHOMES

ADDITIONS INDICATED BY **BOLD UNDERLINE**
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. Article IX, Section 30, Rental Restriction, of the Declaration shall be amended to read as follows:

Section 30. Rental Restriction. **For purposes of this Declaration, the terms “rent” and “lease” shall be used interchangeably.** No Lot or any portion thereof may be leased or rented, **nor any lease extended or renewed** without the prior written approval of the Board of Directors. For purposes of this section, a Lot is deemed to be leased or rented if it is occupied for residential purposes by any person other than the Owner while the Owner resides elsewhere. ~~The Association shall provide a lease approval application form to be completed by the Owner and disclosing the names of all tenants, all vehicles to be kept by the tenant(s) at the Lot, and emergency contact information for the Owner. An Owner who intends to lease his or her Lot who is current in all monetary obligations to the Association and whose water bill is paid current, who submits a completed information sheet and copy of proposed lease reflecting a tenancy which is not in violation of the Declaration, and a nonrefundable application fee shall be approved for rental. The amount of the application fee shall be determined annually by the Board of Directors. If no such determination has been made, the application fee shall \$50.00. An Owner who is delinquent in any monetary obligation to the Association or whose water bill not then paid current or who fails or refuses to provide the completed application form, the proposed lease, and the application fee shall not rent his or her Lot and shall not be approved for rental. This Section 30 shall apply to all new tenancies after the recording of this amendment. Renewals and extensions of leases after the recording of this amendment shall be subject to this Section 30 as follows: For the present tenancy to be exempt from the requirement of prior approval, the Owner of the Lot must provide a copy of the current lease to the Association not later than 45 days after the recording date of this amendment. All renewals and extensions of leases of Lots after the recording of this amendment shall be subject to approval by the Board of Directors, which approval shall be granted if the Owner is current in all monetary obligations to the Association and the Owner’s water bill is paid current and the tenant has not been previously cited in writing for a material violation of this Declaration or Rules and Regulations of the Association. No additional application fees shall be required for consideration of any renewal or extension of a previously approved lease. It is the responsibility of the Owner to provide a copy of the current Rules and Regulations to any prospective tenant.~~ **Leases of Lots shall be subject to the following restrictions:**

(a) **Writing. Each lease shall be in writing;**

(b) **Governing Documents. Every lease of a Lot shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant’s full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Area, Common Maintenance Area, or to reimburse the Association from any costs resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property**

caused by the negligence of the tenant and special Assessments may be levied against the Lot therefor.

(c) Security Deposit. If so required by the Association, any tenant wishing to lease a Lot may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Area, Common Maintenance Area, or to reimburse the Association for any costs incurred by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part 11 of Chapter 83, Florida Statutes.

(d) Use Rights. When a Lot is leased, a tenant shall have all use rights in the Common Area otherwise readily available for use generally by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Owner and a tenant of Common Area otherwise readily available for use generally by Owners.

(e) Approval/Screening Process. The Board of Directors shall be notified, in writing, no less than fifteen (15) days prior to the commencement of a proposed lease or any renewal or extension thereof, by submission to the Association by the Owner and proposed Lessee of the following:

i. Application Form. A completed application form developed by the Board which contains information determined relevant by the Board, including the names of all proposed occupants, identification of all proposed vehicles, and identification of all proposed pets;

ii. Criminal Background Investigative Report. Written authorization for a criminal/investigative background and credit report for each proposed adult occupant under the lease.

iii. Application Fee. An application fee to the Association in an amount to be determined by the Board from time to time, which shall not exceed the highest amount permitted by law as it now exists or is hereafter amended. Until changed by the Board of Directors, which shall not require an amendment to this Declaration, such fee shall be \$50 per adult applicant. No additional application fees shall be required for consideration of any renewal or extension of a previously approved lease.

iv. Lease. A copy of the proposed executed lease.

v. Pet Registration Form. A completed pet registration form, if any, and any applicable fee for a saliva test pursuant to Section 12, above, if any.

vi. Additional Information. Any additional information reasonably required by the Board.

If the Board of Directors fails to respond to the Owner, in writing, on or before the fifteenth (15th) day following the Association's receipt of all required information, the proposed lease and lessee shall be deemed approved.

(f) Approval Criteria. In making its determination as to whether to approve or

deny a proposed tenancy, the Board shall have the authority to consider all factors reasonably relevant to the proposed occupancy, and the protection of the health, safety and welfare of the residents of the Property, including, but not limited to criminal charges and convictions, arrest history, credit history, and eviction history.

(g) Enforcement/Eviction/Termination. In the event of any lease in contravention of the provisions of this Section 30, the Association shall have the right and power to enforce these provisions by legal proceedings, injunctive proceedings, fining or by any legal means calculated to produce compliance. Without limitation of the foregoing, the Association shall have the right and power to terminate a lease and evict a tenant, as agent and attorney-in-fact for the Owner, as if it were a landlord, pursuant to Chapter 83, Fla. Stat., for (a) any tenant's occupancy of a Lot without Association approval pursuant to this Section; (b) a tenant's failure to comply with the Governing Documents of the Association; or (c) a tenant's failure to pay rent directly to the Association where the Owner is delinquent in a monetary obligation to the Association. The Association shall have no liability to the Landlord for lost rents or other damages by virtue of any termination or eviction under this Declaration. The Owner shall fully cooperate with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83, Fla. Stat. The Owner shall be liable to the Association for all reasonable attorneys' fees incurred by the Association which are incident to enforcement of this Section, including reasonable fees incurred before or during litigation, mediation or appeal, and whether or not any lawsuit is actually filed. Any attorneys' fees and costs incurred in such enforcement shall be assessed against the Lot Owner and may be collected in the same manner as an assessment;

(h) Rules/Policies/Procedures. The Board of Directors shall have specific authority to adopt any rules, regulations, policies or procedures to implement the restrictions herein contained.

(i) Owner Delinquency. In the event the Owner is delinquent in any monetary obligation owed to the Association by the Owner, including, but not limited to, unpaid water/sewer or other related charges, at the time of any proposed lease of such Owner's Lot, the Board may, in its discretion, either disapprove such lease, or condition approval of such lease on the tenant's express agreement to pay rent directly to the Association until such time as Lessor becomes current on all monetary obligations owed to the Association. In the event an Owner becomes delinquent in the payment of any monetary obligations owed to the Association during the term of an existing lease, including fines which are levied against the Owner by the Association for violations of the Governing Documents, water/sewer charges and assessments due to the Association, upon written demand by the Association, the tenant shall pay directly to the Association rental payments due to the Owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from tenant and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the tenant directly to the Owner. This right may be exercised by the Association at any time the owner shall become delinquent.

2. Article IX, Section 12, Pets, Livestock and Poultry, of the Declaration shall be amended to read as follows:

Section 12. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted

to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Association or Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot. **Any dog that is to reside upon any Lot shall be registered, within ten (10) days of the dog being upon the Property, with the Association on a form adopted by the Board from time to time that contains such information deemed relevant by the Board, including, but not limited to, a photo of the animal, the type, size, weight, breed and coloring thereof. In addition, an Owner shall submit a saliva/DNA test for any dog to reside within the Property, to enable the DNA of the animal to be registered with a vendor of the Association's choosing for purposes of enforcing the Association's restrictions regarding clean-up of animal excrement. Additionally, owners of dogs shall be required to pay a fee of \$35 registration fee for each dog to reside upon the Property, or such higher amount as may be necessary as determined by the Board from time to time, to pay for the dog DNA registration process. Failure to immediately pick up any animal excrement shall subject the Owner and resident to all available remedies, including, but not limited to, a fine.**

3. Article IX, Section 15, Vehicles and Recreational Equipment, of the Declaration shall be amended to add a new subparagraph at the end of such Section 15 to read as follows:

...Every Owner shall be required to have at least one (1) gate transponder per vehicle that is regularly parked within the Property. The Board shall set a fee as necessary from time to time, to be charged to each Owner to pay for such transponder.

4. Article IX, Section 22, Common Area, of the Declaration shall be amended to add a new subparagraph "E" to read as follows:

E. The Association shall have the power to charge every owner a reasonable charge, as determined to be appropriate from time to time by the Board, for a key fob for access to the swimming pool common area, including any replacements thereof.