

BUSH | ROSS
ATTORNEYS AT LAW

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Post Office Box 9913
Tampa, Florida 33601-9913

LOREN J. BEER
lbeer@bushross.com
(813) 204-6422 (Direct Line)

March 15, 2010

**VIA EMAIL (tperzel@sentrymgt.com)
AND U.S. MAIL DELIVERY**

Osprey Run Homeowners Association, Inc.
c/o Tom Perzel
25400 U.S. Highway 19 North, Suite 164
Clearwater, FL 33763

Dear Board:

I am in receipt of your email dated March 5, 2010, wherein you requested a legal opinion regarding how the creation of Article IX, Section 30 of the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes (hereinafter the "Declaration") impacts the current landlord/tenants. I have reviewed Article IX, Section 30, as requested.

Pursuant to Article XI, Section 30, lots may now only be leased or rented with the prior written approval of the Board of Directors. This requirement, however, applies *only* to those tenancies occurring *after* March 9, 2010, the recording date of the amendment. A tenancy in existence *prior* to the recording of this amendment is exempt from this requirement *only if* the owner provides the Association with a copy of the current lease no later than 45 days after the recording date of this amendment. Should the owner fail to timely provide the Association with this required documentation, the owner will be required to submit a lease approval application which discloses the names of all tenants, all vehicles to be kept by the tenant(s), and emergency contact information for the owner.

Additionally, all renewals and extensions of leases occurring *after* March 9, 2010, the recording date of the amendment, *are* subject to approval by the Board of Directors. The Board will automatically approve all renewals and extensions of leases so long as (1) the owner is current in all monetary obligations owed to the Association; (2) the owner is current in the payment of his or her water bill; *and* (3) the owner's tenant has not been previously cited in writing for a material violation of this Declaration or Rules and Regulations of the Association. The amendment does not specifically state how the Board of Directors may address a renewal or extension of a lease that does not meet these three requirements, but infers that the Board of

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ATTORNEYS AT LAW

March 15, 2010

Page 2

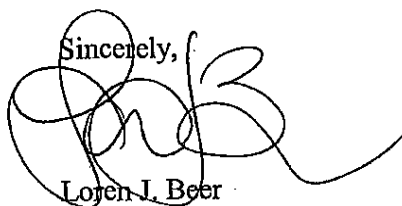
Directors will deny such a request. Last, no application fee will be charged for consideration of any renewal or extension of a previously approved lease.

For your reference, Article XI, Section 30 provides in *pertinent* part as follows:

. . . 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.

Once you have reviewed this correspondence, please do not hesitate to contact our office with questions.

Sincerely,



Loren J. Beer

INSTRUMENT#: 2010080729, O BK 19757
 PG 1155-1157 03/09/2010 at 04:28:47 PM,
 DEPUTY CLERK: SLEWIS Pat Frank, Clerk of
 the Circuit Court Hillsborough County

Prepared by and return to:

Loren J. Beer, Esq.
 Steven H. Mezer, Esq.
 Bush Ross, P.A.
 Post Office Box 3913
 Tampa, FL 33601-3913
 (813) 204-6492

RECEIVED
 FEB 05 2010
 DIVN 030

RECEIVED
 FEB 11 2010
 DIVN 030

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS OF OSPREY RUN TOWNHOMES**

We, Frank Butler, as President, and Gretel Graham, as Secretary, of Osprey Run Homeowners Association, Inc., which was established pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes, as originally recorded in Official Records Book 10274, Page 0792, Public Records of Hillsborough County, Florida, do hereby certify that, by the affirmative vote or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association, who were present in person or by proxy at the special meeting of the membership held on January 26, 2010, in accordance with the Bylaws of Osprey Run Homeowners Association, Inc., the following amendments to the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes were duly adopted and approved as follows:

I. Article XII, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes is amended to read as follows:

Section 1. Amendments by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, ~~upon the affirmative vote (in person or by proxy) or by written consent, of two thirds of the Lot owners, or any combination thereof, upon the affirmative vote in person or by proxy of Owners holding not less than two thirds (2/3) of the total votes of the Association of a majority of the votes cast at a meeting of the members at which a quorum is present in person or by proxy.~~ Any amendment of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida.

II. Article IX, Section 30 of the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes is created to read as follows

Section 30. Rental Restriction. No Lot or any portion thereof may be leased or rented 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 disclosing the names of all tenants, all vehicles to be kept by the tenant(s) at the Lot, and emergency contact information for the

**Certificate of Amendment to the
Declaration of Covenants, Conditions and
Restrictions of Osprey Run Townhomes
Page 2**

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 perspective tenant.


CODING: Deleted language is marked with a ~~strickthrough line~~ and new language is marked with a double underline.

Signed, sealed and delivered in
the presence of:

OSPREY RUN HOMEOWNERS
ASSOCIATION, INC.

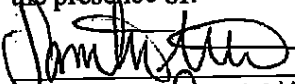

Print name: Samantha Curtis

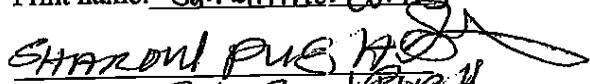
By 
Frank Butler, President


Print name: SHARON B H

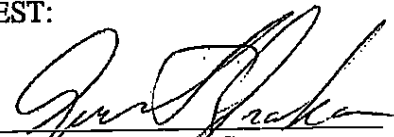
Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes
Page 3

Signed, sealed and delivered in the presence of:


Print name: Samantha Curtis


Print name: SHARON PUGH

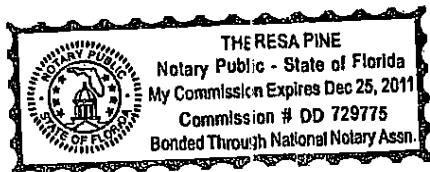
ATTEST:


By: 
Gretel Graham, Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of February, 2010, by Frank Butler, President and Gretel Graham, Secretary, of Osprey Run Homeowners Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.




Theresa Pine
Notary Public/State of Florida at Large

b7c
2/1/02
x 2. P. CWJ

Prepared by and return to
Bryan J. Stanley, Esq.
Ruden, McClosky, Smith,
Schuster & Ritzell, P.A.
401 E. Jackson St., Suite 2700
Tampa, Florida 33602



INSTR # 2002276294
OR BK 11855 PG 1744
RECORDED 08/15/2002 10:15 AM
RICHARD W. CLEGG, CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK: S. Williams

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OSPREY RUN TOWNHOMES

THIS AMENDMENT ("Amendment") is made this 9th day of August, 2002, by OSPREY RUN DEVELOPERS, INC., a Florida corporation ("Declarant") and OSPREY RUN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") on the basis of the following recitals of fact:

RECITALS

1 Declarant executed a Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes dated June 30, 2000, which was recorded in Official Records Book 10274, Page 0791, Hillsborough County Public Records ("Declaration"), which affected certain real property situated in Hillsborough County known as Osprey Run Townhomes Phase 1.

2 At the time that the Declaration was recorded, Declarant also owned certain property known as Osprey Run Townhomes Phase 2 which is situated adjacent to Osprey Run Townhomes Phase 1, and, at such time, Declarant intended that Osprey Run Townhomes Phase 2 would eventually be added to the real property encumbered by the Declaration.

3 After the Declaration was recorded, the property comprising Osprey Run Townhomes, Phase 2 was platted by Declarant pursuant to the a plat entitled "Osprey Run Townhomes Phase 2", recorded in Plat Book 91, Page 12, et seq ("Phase 2 Plat").

4 Declarant and Association have executed this Amendment in order to incorporate all of the Osprey Run Townhomes Phase 2 property into the Declaration, in accordance with Article IV, Section 2 of the Declaration.

NOW THEREFORE, for good and valuable consideration, Declarant and Association hereby amend the Declaration as follows:

1 **Recitals:** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement. All capitalized terms in this set forth in this Amendment but not specifically defined herein shall have the definitions for such terms set forth in the Declaration.

OR BK 11855 PG 1745

2 Addition to the Property of Phase II In accordance with Article IV, Section 2 of the Declaration, Declarant and Association hereby add the real property described upon Exhibit "A" attached hereto and made a part hereof to the Property and hereby subject the real property described upon Exhibit "A" to the provisions of the Declaration. The real property described upon Exhibit "A" is all of the property within Osprey Run Townhomes Phase 2 and all of the real property which is the subject of the Phase 2 Plat. All references to the Property in the Declaration shall include the real property described upon Exhibit "A". Any Person who acquires an interest in the property Exhibit "A" after the date on which this Amendment is recorded in the public records of Hillsborough County, Florida shall acquire such property subject to the Declaration, as amended hereby, and the right and obligations of the Owners of Lots within Osprey Run Townhomes Phase 2, as set forth in the Declaration, shall inure to the benefit of and be binding upon any Person acquiring a Lot within Osprey Run Townhomes Phase 2.

3 Article I, Section 5 (Common Area) The Common Area within Osprey Run Townhomes Phase 2 is comprised of Tract "A", Tract "B", Tract "C" and Tract "D" in Osprey Run Townhomes Phase 2, as described upon the Phase 2 Plat; and such Tracts shall be deemed to be Common Areas pursuant to the Declaration.

4 Article II (Owners Easements of Enjoyment)

A Article II, Section 1 is modified to insert the following:

With respect to Osprey Run Townhomes Phase 2, every owner and family member, guest, lessee, agent or invitee of an Owner shall have (i) a non-exclusive, perpetual, appurtenant easement for pedestrian and vehicular ingress and egress over, enjoyment in and use of Tract "A" as described on the Phase 2 Plat and (ii) non-exclusive, perpetual, appurtenant easements for wetland conservation and mitigation over and across Tract "B", Tract "C" and Tract "D" as described in the Phase 2 Plat, which rights are subject to the condition and limitations set forth in the Declaration. All references to Tract "A" in the Declaration shall include Tract "A" described in the Declaration and Tract "A" described on the Phase 2 Plat, inasmuch as Tract "A" comprises the internal pedestrian and vehicular right-of-way serving the Property.

B Section 1A is modified to include the following in Line 2 after "C" "and Tracts "A", "B", "C" and "D" set forth on the Phase 2 Plat."

C Section 1C is modified to include the following in Line 3 after "C" "and Tracts "A", "B", "C" and "D" set forth on the Phase 2 Plat."

D Section 2 is modified to include the following in Line 2 after " or Tract "C" "or Tracts "A" set forth on the Phase 2 Plat."

OR BK 11855 PG 1746

IN WITNESS WHEREOF, the undersigned, being the Declarant and Association, respectively, have hereinto set their hands and seals the day and year first above written

WITNESSES

Bryan J. Stanley
 (Witness Signature)
 Print Name Bryan J. Stanley

Salvatore
 (Witness Signature)
 Print Name Salvatore

"DECLARANT"

OSPREY RUN DEVELOPERS, INC., a Florida corporation

By: Eric Isenberg
 Eric Isenberg, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of August, 2002, by Eric Isenberg, as President of OSPREY RUN DEVELOPERS, a Florida corporation, on behalf of the corporation, who is [select one]

- personally known to me,
- or
- produced a Florida driver's license as identification



Bryan J. Stanley
 Notary Public - (Signature)
 Print Name _____
 My Commission Expires _____

OR BK 11855 PG 1747

WITNESSES

Bryan J. Stanley
 (Witness Signature)
 Print Name Bryan J. Stanley

Cathy L. Priske
 (Witness Signature)
 Print Name Cathy L. Priske

"ASSOCIATION"

OSPREY RUN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By Eric Isenbergh
 Eric Isenbergh, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of August, 2002, by Eric Isenbergh, as President of OSPREY RUN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is [select one]

- personally known to me,
- or
- produced a Florida driver's license as identification



Bryan J. Stanley
 Notary Public - (Signature)
 Print Name _____
 My Commission Expires _____

OR EK 11855 PG 1748

**JOINDER AND CONSENT TO AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
(OF OSPREY RUN TOWNHOMES)**

The undersigned, COLONIAL BANK, an Alabama state chartered bank, as Mortgagee or Lender, under (i) that certain Mortgage recorded in O R Book 10717, Page 377, Public Records of Hillsborough County, Florida, as subsequently modified, and (ii) other instruments relating to the loan described in such Mortgage (which instruments may be recorded in the public records of Hillsborough County, Florida, as such instruments may have been modified prior to the date hereof, hereby joins in, consents to, and acknowledges that certain Amendment to Declaration of Covenants, Conditions and Restrictions entered into by Osprey Run Developers, Inc., a Florida corporation, as Declarant and Osprey Run Homeowners Association, Inc., a Florida not-for-profit corporation, as Association as of August 12, 2002, to which this Joinder and Consent is attached.

WITNESSES.

COLONIAL BANK, an Alabama state chartered bank:

Sandra D. Parks
(Witness Signature)
Print Name SANDRA D. PARKS

By: [Signature]
Title VICE PRESIDENT
Print Name K. KRISTINA HARR

[Signature]
(Witness Signature)
Print Name KILLA T. GORDON

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14 day of August, 2002, by S. Krastopoulos, Head as Vice President of COLONIAL BANK, an Alabama state chartered bank, on behalf of the bank, who is [select one]

- personally known to me,
- or
- produced a Florida driver's license as identification

Sandra D. Parks
Notary Public - (Signature)
Print Name SANDRA D. PARKS
My Commission Expires 10-26-03



DESCRIPTION: That part of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 8, run thence along North boundary of said Northeast 1/4 of the Northwest 1/4, N.89°46'45"W., 331.56 feet to a point on the East boundary of the West 1/2 of the East 1/2 of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence along said East boundary, S.00°09'33"W., 41.22 feet to a point on the Southerly right-of-way line of BLOOMINGDALE AVENUE, as recorded in Official Record Book 8161, Page 1921, Public Records of Hillsborough County, Florida, said point also being the Northeast corner of OSPREY RUN TOWNHOMES PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 81, Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line, also being the Northerly boundary of said OSPREY RUN TOWNHOMES PHASE 1, S.88°56'37"W., 329.41 feet to the Northwest corner of said OSPREY RUN TOWNHOMES PHASE 1, said point also being the POINT OF BEGINNING; thence continue along said Southerly right-of-way line, S.88°56'37"W., 2.19 feet to the Southeast corner the BLOOMINGDALE AVENUE, as recorded in Official Record Book 8161, Page 1918, Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line, the following three (3) courses: 1) S.88°55'13"W., 61.28 feet; 2) S.88°56'37"W., 40.34 feet; 3) S.88°32'03"W., 230.02 feet to a point on the West boundary of the East 1/2 of the West 1/2 of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence along said West boundary, S.00°10'53"W., 1272.48 feet to a point on the South boundary of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence along said South boundary, S.89°38'58"E., 333.54 feet to the Southwest corner of the aforesaid OSPREY RUN TOWNHOMES PHASE 1; thence along the Westerly boundary of said OSPREY RUN TOWNHOMES PHASE 1, the following twenty-one (21) courses: 1) NORTH, 83.04 feet; 2) WEST, 1.34 feet to a point on the East boundary of the aforesaid East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8; 3) along said East boundary, N.00°09'43"E., 88.00 feet; 4) EAST, 4.86 feet; 5) NORTH, 81.00 feet; 6) WEST, 4.43 feet to a point on the aforesaid East boundary of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8; 7) along said East boundary, N.00°09'43"E., 157.48 feet; 8) S.70°08'00"E., 4.88 feet; 9) N.18°51'00"E., 91.70 feet to a point on a curve; 10) Northwestery, 41.57 feet along the arc of a curve to the right having a radius of 184.00 feet and a central angle of 12°58'35" (chord bearing N.58°40'24"W., 41.58 feet); 11) a point on the aforesaid East boundary of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8; 12) along said East boundary, N.00°09'43"E., 103.28 feet to a point on a curve; 13) Southeastery, 18.39 feet along the arc of a curve to the right having a radius of 184.00 feet and a central angle of 05°43'34" (chord bearing S.36°59'32"E., 18.38 feet); 14) N.37°24'54"E., 88.48 feet; 15) N.52°35'08"W., 81.98 feet to a point on the aforesaid East boundary of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8; 16) along said East boundary, N.00°09'43"E., 318.86 feet; 17) S.85°21'30"E., 9.11 feet; 18) N.04°38'30"E., 83.91 feet to a point on a curve; 19) Westerly, 16.19 feet along the arc of a curve to the right having a radius of 234.00 feet and a central angle of 03°57'55" (chord bearing N.74°50'47"W., 16.19 feet); 20) a point on the aforesaid East boundary of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8; 21) along said East boundary, N.00°09'43"E., 71.41 feet to a point on a curve; 22) Easterly, 2.58 feet along the arc of a curve to the right having a radius of 234.00 feet and a central angle of 00°37'55" (chord bearing S.73°36'47"E., 2.58 feet); 23) NORTH, 100.72 feet to the POINT OF BEGINNING.

Containing 9.605 acres, more or less.



OR BK 11855 PG 1749

Prepared by and Return to
 Bryan J Stanley, Esq
 Ruden, McClosky, Smith,
 Schuster & Russell, P A
 401 East Jackson Street, Suite 2700
 Tampa, FL 33602

INSTR # 2001045613
 OR BK 10611 PG 0267

RECORDED 02/13/2001 04:00 PM
 RICHARD AKE CLERK OF COURT
 HILLSBOROUGH COUNTY
 DEPUTY CLERK B King

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS OF OSPREY RUN TOWNHOMES**

This First Amendment ("Amendment") to Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes is made this _____ day of February, 2001, by **OSPREY RUN DEVELOPERS, INC.**, a Florida corporation ("Declarant"), and is made upon the following recitals of fact.

RECITALS:

A. WHEREAS, Declarant executed the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes on June 30, 2000, ("Declaration"), which Declaration was recorded July 13, 2000 in Official Records Book 10274, Page 791, of the Public Records Hillsborough County, Florida; and

B. WHEREAS, the Declaration provides in Article XII, Section 2, Paragraph 1 that as long as there is a Class B membership, Declarant may unilaterally amend the Declaration; and

C. WHEREAS, Declarant desires to amend and modify the Declaration in accordance with the provisions of this Amendment

NOW THEREFORE, Declarant hereby declares the following amendments and modifications to the Declaration and declares that the Property (as described in the Declaration) shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended hereby which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each party thereof:

1. Timing of Construction of Certain Common Area Improvements.

Notwithstanding anything to the contrary contained in the Declaration, Declarant does not commit to construct improvements within Tract "B" of Common Area of Osprey Run Townhomes Phase I (as described upon Exhibit "D" attached to the Declaration and on the plat of Osprey Run Townhomes Phase I, recorded in Plat Book 88, Page 81, of the Public Records of Hillsborough County, Florida), including but not limited to sidewalks, paths, entryways, recreation facilities and open or landscape areas, until such time as, and only in the event that, Declarant commences development of Osprey Run Townhomes Phase II upon certain real property situated immediately adjacent to the Property which is owned by Declarant and which is more particularly described On Exhibit "A" attached hereto and made a part hereof ("Phase II").

OR BK 10611 PG 0268

"Commence development" for the purposes of the Declaration and this Amendment shall mean the commencement of construction of Residences (as defined in the Declaration) within Phase II.

2. Timing of Conveyance of Common Area to the Association. Notwithstanding anything to the contrary set forth in the Declaration, Declarant does not commit to convey or assign any interest in or to the Common Area to the Association until at least ninety percent (90%) of the Residences situated within Osprey Run Townhomes Phase I have been sold to third-party buyers; provided, however, that in the event development of Phase II is commenced (as described in Section 1 of this Amendment) prior to such date, Declarant does not commit to convey or assign any interest in or to the Common Area to the Association until at least ninety percent (90%) of the Residences situated within Osprey Run Townhomes Phase I and to be situated upon Phase II have been sold to third-party buyers.

IN WITNESS WHEREOF, the undersigned, being Declarant, has hereto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

"DECLARANT"

Carol R. Fezzy
Print Name: Carol R. Fezzy
Robert A. Hewitt
Print Name: ROBERT A. HEWITT

OSPREY RUN DEVELOPERS,
INC., a Florida corporation

By: Eric Isenbergh
Eric Isenbergh, President

Address: 10405 BLOOMINGDALE AVE
RIVERVIEW, FL 33569

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6 day of February, 2001 by Eric Isenbergh, as President of **OSPREY RUN DEVELOPERS, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ as identification.

Carol R. Fezzy
Notary Public
Print Name: _____

My commission expires:



Carol R. Fezzy
MY COMMISSION # CC042942 EXPIRES
July 29, 2005
BONDED THROUGH TROY FARM INSURANCE, INC.

OR BK 10611 PG 0269

JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF OSPREY RUN TOWNHOMES

The undersigned, WASHINGTON MUTUAL BANK, F.A., a Federal Association, hereby joins in, consents to, acknowledges and subordinates to the declaration, as amended by the foregoing First Amendment to Declaration Of Covenants, Conditions And Restriction Of Osprey Run Townhomes, executed by OSPREY RUN DEVELOPERS, INC., a Florida corporation as "Declarant".

WASHINGTON MUTUAL BANK, F.A. a
Federal Association

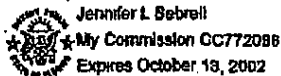
By: *Lisa Leger*
Print Name Lisa Leger
Its: Assistant Vice President
Date February 9, 2001

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of February, 2001 by Lisa Leger, as Asst. V.P. of WASHINGTON MUTUAL BANK, F.A., a Federal Association, on behalf of the Bank. He/she is personally known to me or has produced _____ as identification.

Jennifer L. Sebrell
Notary Public _____
Print Name: _____

My commission expires:



Prepared by and Return to
 Bryan J Stanley, Esq
 Ruden, McClosky, Smith,
 Schuster & Russell, P A
 401 East Jackson Street, Suite 2700
 Tampa, FL 33602

END

INSTR # 2001045613
 OR BK 10611 PG 0267
 RECORDED 02/13/2001 04:00 PM
 RICHARD AKE CLERK OF COURT
 HILLSBOROUGH COUNTY
 DEPUTY CLERK B King

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS OF OSPREY RUN TOWNHOMES**

This First Amendment ("Amendment") to Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes is made this _____ day of February, 2001, by **OSPREY RUN DEVELOPERS, INC.**, a Florida corporation ("Declarant"), and is made upon the following recitals of fact.

RECITALS:

A. WHEREAS, Declarant executed the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes on June 30, 2000, ("Declaration"), which Declaration was recorded July 13, 2000 in Official Records Book 10274, Page 791, of the Public Records Hillsborough County, Florida; and

B. WHEREAS, the Declaration provides in Article XII, Section 2, Paragraph 1 that as long as there is a Class B membership, Declarant may unilaterally amend the Declaration; and

C. WHEREAS, Declarant desires to amend and modify the Declaration in accordance with the provisions of this Amendment

NOW THEREFORE, Declarant hereby declares the following amendments and modifications to the Declaration and declares that the Property (as described in the Declaration) shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended hereby which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each party thereof.

1. **Timing of Construction of Certain Common Area Improvements.**
 Notwithstanding anything to the contrary contained in the Declaration, Declarant does not commit to construct improvements within Tract "B" of Common Area of Osprey Run Townhomes Phase I (as described upon Exhibit "D" attached to the Declaration and on the plat of Osprey Run Townhomes Phase I, recorded in Plat Book 88, Page 81, of the Public Records of Hillsborough County, Florida), including but not limited to sidewalks, paths, entryways, recreation facilities and open or landscape areas, until such time as, and only in the event that, Declarant commences development of Osprey Run Townhomes Phase II upon certain real property situated immediately adjacent to the Property which is owned by Declarant and which is more particularly described On Exhibit "A" attached hereto and made a part hereof ("Phase II").

OR BK 10611 PG 0268

"Commence development" for the purposes of the Declaration and this Amendment shall mean the commencement of construction of Residences (as defined in the Declaration) within Phase II.

2. Timing of Conveyance of Common Area to the Association. Notwithstanding anything to the contrary set forth in the Declaration, Declarant does not commit to convey or assign any interest in or to the Common Area to the Association until at least ninety percent (90%) of the Residences situated within Osprey Run Townhomes Phase I have been sold to third-party buyers; provided, however, that in the event development of Phase II is commenced (as described in Section 1 of this Amendment) prior to such date, Declarant does not commit to convey or assign any interest in or to the Common Area to the Association until at least ninety percent (90%) of the Residences situated within Osprey Run Townhomes Phase I and to be situated upon Phase II have been sold to third-party buyers.

IN WITNESS WHEREOF, the undersigned, being Declarant, has hereto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

"DECLARANT"

Carol R. Fezzey
Print Name: Carol R. Fezzey
Robert A. Hewitt
Print Name: ROBERT A. HEWITT

OSPREY RUN DEVELOPERS,
INC., a Florida corporation
By: [Signature]
Eric Isenbergh, President

Address: 10405 BLOOMINGDALE AVE
RIVERVIEW, FL 33569

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6 day of February, 2001 by Eric Isenbergh, as President of **OSPREY RUN DEVELOPERS, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Carol R. Fezzey
Notary Public
Print Name: _____

My commission expires:



Carol R. Fezzey
MY COMMISSION # CC842942 EXPIRES
July 29, 2003
BONDED THROUGH TROY FAH INSURANCE, INC.

OR BK 10611 PG 0269

JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF OSPREY RUN TOWNHOMES

The undersigned, WASHINGTON MUTUAL BANK, F.A., a Federal Association, hereby joins in, consents to, acknowledges and subordinates to the declaration, as amended by the foregoing First Amendment to Declaration Of Covenants, Conditions And Restriction Of Osprey Run Townhomes, executed by OSPREY RUN DEVELOPERS, INC., a Florida corporation as "Declarant".

WASHINGTON MUTUAL BANK, F.A. a
Federal Association

By: *Lisa Leger*
Print Name Lisa Leger
Its: Assistant Vice President
Date February 9, 2001

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of February, 2001 by Lisa Leger, as Asst. V.P. of WASHINGTON MUTUAL BANK, F.A., a Federal Association, on behalf of the Bank. He/she is personally known to me or has produced _____ as identification.

Jennifer L. Sebrell
Notary Public _____
Print Name: _____

My commission expires:  Jennifer L. Sebrell
My Commission GC772088
Expires October 13, 2002

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Prepared by and return to
Bryan J Stanley, Esq
Rudin, McClosky, Smith,
Schoster & Russell, P A.
401 E Jackson St., Suite 2700
Tampa, Florida 33602

INSTR # 2002414645
OR BK 12150 PG 0289
RECORDED 12/05/2002 12:15 PM
RICHARD ANNE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Beckhas

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF OSPREY RUN TOWNHOMES**

THIS AMENDMENT ("Amendment") is made this 25th day of November, 2002, by OSPREY RUN DEVELOPERS, INC, a Florida corporation ("Declarant") and OSPREY RUN HOMEOWNERS ASSOCIATION, INC, a Florida not-for-profit corporation ("Association") on the basis of the following recitals of fact:

RECITALS

1 Declarant executed a Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes dated June 30, 2000, which was recorded in Official Records Book 10274, Page 0791, as amended in Official Records Book 11855 Page 1744, both of the Public Records of Hillsborough County, Florida (hereinafter the "Declaration"), which affected certain real property situated in Hillsborough County known as Osprey Run Townhomes Phase 1

2 The Declaration contained a scrivener's error in Article VII, Section 3 setting forth the period for the collection of the assessment fee as due on an annual basis

4 Declarant and Association have executed this Amendment in order to amend the Declaration to reflect that the assessment fees are due monthly

NOW THEREFORE, for good and valuable consideration, Declarant and Association hereby amend the Declaration as follows

1 **Recitals:** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement. All capitalized terms in this set forth in this Amendment but not specifically defined herein shall have the definitions for such terms set forth in the Declaration

2 **Article VII (Covenant for Maintenance Assessments)**

Article VII, Section 3 is modified, amended and restated to read as follows

Section 3. Maximum Annual Common Assessment. For a period of one (1) year immediately following the conveyance of the first Lot to any Owner, the maximum monthly Common Assessment shall be One Hundred Twenty and No/100 Dollars (\$120.00) per Lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly Common Assessment may be increased each

month by five percent (5%) above the maximum monthly Common Assessment for the previous year unilaterally by the Board without the affirmative vote of or confirmation by the Membership

B From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, any increase in the maximum monthly Common Assessment more than five percent (5%) of the prior year's maximum monthly Common Assessment, requires the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose.

C The Board may fix the Common Assessment at an amount not in excess of the maximum.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Association, respectively, have hereunto set their hands and seals the day and year first above written.

WITNESSES

(Witness Signature) [Signature]
Print Name: Scott L. Keller
(Witness Signature) [Signature]
Print Name: PETER HERNANDEZ

"DECLARANT"

OSPREY RUN DEVELOPERS, INC., a Florida corporation

By [Signature]
Eric Isenbergh, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16 day of November 2002, by Eric Isenbergh, as President of OSPREY RUN DEVELOPERS, a Florida corporation, on behalf of the corporation, who is [select one]

- personally known to me,
- OR
- produced a Florida driver's license as identification

Carol R. Fetzey
Notary Public - (Signature)
Print Name _____
My Commission Expires _____



Carol R. Fetzey
MY COMMISSION # CCB42942 EXPIRES
July 27, 2003
FARM INSURANCE, INC.

[SIGNATURES CONTINUED ON NEXT PAGE]

OR BK 12150 PG 0290

WITNESSES,

[Signature]
 (Witness Signature)
 Print Name Mark L. Kuster

[Signature]
 (Witness Signature)
 Print Name PETER HERNANDEZ

"ASSOCIATION"

OSPREY RUN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By [Signature]
Eric Isenbergh, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25 day of November, 2001, by Eric Isenbergh, as President of OSPREY RUN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is [select one]

- personally known to me,
- or
- produced a Florida driver's license as identification.

Carol R. Fazzey
 Notary Public - (Signature)
 Print Name _____
 My Commission Expires _____



Carol R. Fazzey
MY COMMISSION # CCM2741 EXPIRES
July 29, 2003
BONDED THROUGH FARM INSURANCE, INC

**JOINER AND CONSENT TO AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OSPREY RUN TOWNHOMES**

The undersigned, COLONIAL BANK, an Alabama state chartered bank, as Mortgagee or Lender, under (i) that certain Mortgage recorded in O.R. Book 10717, Page 377, Public Records of Hillsborough County, Florida, as subsequently modified, and (ii) other instruments relating to the loan described in such Mortgage (which instruments may be recorded in the public records of Hillsborough County, Florida, as such instruments may have been modified prior to the date hereof, hereby joins in, consents to, and acknowledges that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions entered into by Osprey Run Developers, Inc., a Florida corporation, as Declarant and Osprey Run Homeowners Association, Inc., a Florida not-for-profit corporation, as Association as of November 25, 2002, to which this Joinder and Consent is attached.

WITNESSES

COLONIAL BANK, an Alabama state chartered bank

[Signature]
(Witness Signature)
Print Name JAL ROGERS
[Signature]
(Witness Signature)
Print Name SANDRA D PARKS

By [Signature]
Title VICE PRESIDENT
Print Name S. KRISTOPHER KRAL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of November, 2002, by S. KRISTOPHER KRAL as VICE PRES. of COLONIAL BANK, an Alabama state chartered bank, on behalf of the bank, who is (select one):

- personally known to me,
- or
- produced a Florida driver's license as identification



[Signature]
Notary Public - (Signature)
Print Name SANDRA D PARKS
My Commission Expires 10-26-03