

**DECLARATION OF
COVENANTS AND RESTRICTIONS
OF THE
OSPREY RIDGE PROPERTY OWNERS' ASSOCIATION**

OSPREY RIDGE PROPERTY OWNERS' ASSOCIATION INC., a Florida corporation, hereby declares the property known as "**OSPREY RIDGE**" by official plat as a subdivision in the City of Port St. Lucie, pursuant to a plat filed for record on June 11, 1997, and recorded in Plat Book 36 at Pages 4 and 4A, Public Records of St. Lucie County, Florida (hereinafter referred to as "Subdivision"); to be subject to this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a lot or any other interest in the property, or the lease, occupancy, or use of any portion of a lot or property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

SECTION I

PURPOSE

The purpose of this Declaration is to enhance and protect the value, attractiveness and desirability of the lots, housing, or other tracts constituting the subdivision.

SECTION II

(A) "Association" shall mean and refer to **OSPREY RIDGE PROPERTY OWNERS' ASSOCIATION INC.**, a Florida Corporation, not for profit, its successors and assigns.

(B) "Common Area" shall mean all real property owed by the association for the common use and enjoyment of the owners or dedicated as the responsibility of the association. The common area to be owned by the association at the time of conveyance of the first lot is described on the aforesaid Plat. The common property is contemplated to include Tract B and any easement areas dedicated to the association by the plat. Maintenance of said easement areas shall be in accordance with the requirements of the plat and these documents. Common areas shall include all property so described by applicable law.

(C) "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area.

(D) "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, easements, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden—management practices necessary to promote a healthy, weed—free environment for optimum plant growth.

(E) "Member" shall mean every person or entity that holds membership in the association.

(F) "Mortgagee" shall mean the holder of any mortgage encumbering all or a portion of the land in the Subdivision.

(G) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of a obligation.

(H) "Assessment" means an owner's share of the common expenses, which from time to time is assessed against an owner by the association in the manner herein provided.

SECTION III

MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Every record title owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

The association shall have one class of voting members as follows:

(A) Members shall be all record title owners, and shall be entitled to one vote for each lot owned. When more than one person holds record title in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot.

SECTION IV

ASSESSMENTS

(A) Lien and personal obligation of assessments. Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with late fees, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with late fees, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

(B) Purpose of annual assessments. The annual and special assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the residents in the subdivision, and for the improvement and maintenance of the common areas and otherwise in accordance with this Declaration and the requirements of the plat. Annual or special assessments shall include, and the association shall acquire, be responsible for, and pay for out of the funds derived from annual assessments, the following:

1. Maintenance and repair of the common area, including, but not limited to, landscaping and maintenance of the lake area, if required, and Tract B. Maintenance and monitoring of the South Florida Water Management permit no. 56—01298-P are the obligation of the association.
2. Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the common area.
3. Acquisition of trees, plants, furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings and personnel necessary or proper for use of the common areas.
4. Maintenance, beautification and repair of the common area, storm drains and system, and entrance feature and landscaping, and private streets within the confines of the subdivision.

5. Any necessary fire insurance covering the full insurable replacement value of the common area with extended coverage.

6. Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and use of the common area or private road. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

7. Workmen's compensation insurance to the extent necessary to comply with Florida Law and any other insurance deemed necessary by the board of directors of the association.

8. A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

9. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of the lot owners, or for the enforcement of these restrictions.

10. In the event the need for maintenance or repair is attributable to the willful or negligent act of the owner of a lot, his family, guests, or invitees, including the failure to properly maintain the lot, the cost of such maintenance or repairs shall be added to and become part of the assessment against the owner's lot.

11. To promote the health, safety, and welfare of the members of the Osprey Ridge Property Owners Association, Inc. and to enhance and protect the value, attractiveness, and desirability of the lots constituting the Osprey Ridge subdivision, the private road as described on the Plat, and the entrance features thereto, and any other easement area described in the plat as the responsibility of the association, shall be maintained by the association with funds from the members raised through annual or special assessments, and said assessments shall be subject to all of the protections and remedies for violation or default as set forth in S. IV of the said Declaration.

(C) Annual assessment. The board of directors of the association may fix the annual assessment at an amount determined by said board of directors.

(D) Special assessments for capital improvements.
In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of the common area, or other maintenance or repair obligation of the association pursuant to this Declaration, or the plat, including fixtures and personal property related thereto, as determined by the board of directors of the association. Further, the board may issue a special assessment against a particular lot for reimbursement of any costs or expenses incurred by the association in maintaining any improperly maintained lot or due to damage to the common area caused by, or for which the lot owner is responsible. The association may lien and foreclose to collect any such special assessment.

(E) Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots, except for individual lot special assessments due to the owner's failure to properly maintain the lot or for damage caused by a lot owner or those for which he is responsible.

(F) Commencement and collection of annual assessments.

The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly, quarterly or otherwise as determined by the board. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid.

(G) Effect of nonpayment of assessments: remedies of the association.

Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall be subject to a late fee as set by the Board from time to time from the due date. The association may bring an action against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common area or abandonment of his lot. A \$25 per month fine on all delinquent payments of dues, assessments, or any monies levied against the homeowners will be imposed thirty (30) days after the payment due date.

(H) Subordination of assessment lien to mortgages.

The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION V

PROPERTY RIGHTS AND EASEMENTS

(A) Each lot owner, hereby grants a perpetual non—exclusive easement to the association, to the lot owners, their families, invitees, contractors, agents, suppliers, guests, and lessees upon, over, and across the sidewalks, walkways, roads, right—of—ways, and common areas of Osprey Ridge.

1. The Association hereby also grants a perpetual non— exclusive easement to all utility or service companies servicing Osprey Ridge upon, over, across, through, and under the common areas and easements for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the providing utility or Service Company to install and maintain facilities and equipment on said property and to excavate for such purposes. Provided, however, that no utility service line or system may be installed or relocated within the common areas without the consent of the association.

(B) Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

1. The right after hearing by the board of directors, to suspend such use rights for a period not exceeding thirty (30) days for any infraction of the provisions of the Declaration, Articles, By-laws or published rules and regulations of the association.

2. The right to dedicate, transfer and grant easements to all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by a majority of the total votes of the

members.

(C) Delegation of Use. Subject to such limitations as may be imposed by the by-laws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants and invitees.

(D) Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common areas adjacent thereto for any easement due to unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

(E) Other Easements.

1. Easements for installation and maintenance of utilities and drainage facilities the entrance landscape area and the private roadway are shown on the recorded subdivision plat. Within these easement, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation, and maintenance of utilities or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements or the use of the facility. The easement areas of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which the association or a public authority or utility company is responsible

2. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation, or right of way and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, who shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

(F) Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

(G) No Partition. There shall be no judicial partition of the common area, nor shall any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

SECTION VI

RESIDENTIAL RESTRICTIONS

(A) All lots are single family residential lots and no house shall be constructed or erected on any single family residence lot other than one detached single—family dwelling not exceeding two (2) stories in height. The maximum impervious area of developed lots shall not exceed fifty percent (50%) of the lot. The maximum impervious area will include the paved portion of the access easements. No dwelling shall be constructed having less than 2,200 square feet (can be changed by board of directors, Section VII) of air conditioned living space, exclusive of carports, garages, screened porches,

patios, and outside deck areas. All dwellings must be constructed with a roof pitch equal to or greater than 6 to 12 and use an architectural or dimensional shingle or better. Each dwelling shall have at a minimum an enclosed two (2) car garage. Owners of each lot shall be obligated to make capital improvements equal to \$2,500.00 or more on irrigation (irrigate the entire lot) and landscaping their lot consisting of, but not limited to, sod (type -Bahia or Floratan) the entire yard up to the road surface; Lots 1-18 must sod down to the canal, before receiving the Certificate of Occupancy on their home. Each lot owner shall maintain the grass and landscaping of his lot, and any contiguous property between his lot and the road and the C-24 canal. All such landscaping shall be maintained in a first class manner including but not limited to; mowing regularly, watering, fertilizing and trimming. The use of residential design mobile or manufactured homes is prohibited. No portion of the dwelling such as eaves, steps, open patios, and wing—walls, etc., shall encroach upon another lot. Fences, walls, concrete walks, driveways or wood decks, may be constructed within an easement to provide access across said easements, so long as they do not interfere with the stated purpose of the said easements. Existing trees on the common areas and lots will not be removed unless they are replaced with new landscape material or their removal proves to be necessary due to the placement of fill material, or construction of the main structure or accessory structures. Exotic species such as, but not limited to, Australian Pine, Brazilian Pepper and Melaleuca may be removed.

(B) Only one dwelling unit shall be constructed on a lot and such house, and also vacant lots, must be maintained in a first class condition at all times. No lot may be subdivided.

(C) No business building may be erected on any lot in the subdivision and no trade, business, or profession may be conducted on any part thereof.

(D) No tents, trailers, commercial vans, shacks, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without written consent of the association.

(E) No sign of any kind shall be displayed to the public view on any lot or common area for a period of eighteen (18) months, unless the Owner is building a home and is advertising it for sale, in which case the owner may have one (1) sign of not more than five (5) square feet. After the expiration of the eighteen (18) month period, no sign of any kind shall be displayed to the public view on any lot or common area, except one (1) sign of not more than five (5) square feet advertising the property for sale.

(F) Nothing shall be done on any lot or common area in the subdivision, which may be, or may become, an annoyance or nuisance to the neighborhood. In the event of any question as to what may be or may become a nuisance, such question shall be submitted to the Association for a decision in writing and its decision shall be final.

(G) No weeds, underbrush or other unsightly growths, or storage of materials or equipment, shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and in the event that the owner of such lot shall fail or refuse to keep the lot free of weeds, underbrush, materials or equipment, or refuse piles or other unsightly growths or objects, then the association may enter upon said lot and remove the same at the expense of the owner and such entry shall not be deemed a trespass. The association may lien the lot (and foreclose) to collect any sums expended by the association to maintain a lot in proper condition.

(H) No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

(I) The use of any driveway or parking area which may be in front of, adjacent to or part of any lot as a parking place for commercial or recreational vehicles, trailers, boats, or aircraft is prohibited. Only automobiles, vans, and light trucks (one ton or less) and other private passenger vehicles manufactured and used as private vehicles may be parked in the property, unless such other vehicle, boat, or trailer is kept in an enclosed garage or behind a six (6) foot high opaque fence or a six

(6) foot high landscape hedge, and out of sight. Overnight parking or storage of unauthorized trucks, boats, buses, recreational vehicles or commercial vehicles and vehicle or boat repairs or restoration on any lot or the common area is prohibited. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, or out—building will at any time be used as a residence, temporarily or permanently. The fines for leaving boats, trailers, RV's, etc. parked overnight will be \$25 per day.

(J) No wall, fence, hedge, or other barrier, or similar structure shall be placed, constructed, erected or permitted in the subdivision except with the express written permission of the association.

(K) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, or common areas, except domestic dogs, cats or other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, provided that they are not kept, bred or maintained for any commercial purpose. No more than three (3) animals of any description per lot and the owners must immediately clean up any waste or defecation of any animal. All owners must also comply with applicable state, county, or town regulations. If any animal creates a nuisance, it shall be removed from the subdivision.

(L) No portion of any lot or common area shall be used as a drying or hanging area for laundry of any kind.

(M) Unless prior written approval has been obtained from the association, no exterior radio, television, or other antenna or aerial may be erected or maintained. Provided, however, that outside television antennas of a type approved by the association will be permitted until such time as cable television is secured by the property owner or made available to property owners.

(N) No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property with respect to natural or designed runoff of rain water.

(O) All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced within ten (10) days with similar plant materials.

(P) The use of the road, any parking area, or part of any lot or part of any cul-de-sac which may be in front of, adjacent to, or part of any lot as a habitual parking place for any type of unauthorized vehicle, trailer, boat or air craft is prohibited. The term habitual is defined to include the overnight or daytime parking of vehicles for more than one consecutive day.

(Q). There shall be no Garage Sales inside the gates of Osprey Ridge. This was voted on by ballot and accepted by members as of October 20, 2000.

(R). Additional Restrictions voted on and accepted by members as of November 1, 2002.

1) Homeowners and visitors (with the exception of hired contractors) are required to use driveways for parking. Parking of any motor vehicle on the street, when space is available in the homeowner's driveway, is prohibited. Violators shall be given an initial written warning. Violations thereafter shall be fined \$25 per vehicle per occasion. In special cases, i.e., parties, large get-togethers, etc., when driveways are full, parking on the street shall be allowed.

2) Use of sports equipment, i.e., basketball net, etc., is restricted to placement on homeowner's property no closer than 20 feet from the roadway. Violators shall be given an initial written warning. Violations thereafter shall be fined \$25 per occasion.

3) All contractor work, which is considered extraordinary and not part of the normal operation of the Association, shall require a minimum of three (3) bids being received. Bids must be made available for review by all Homeowners and shall require a majority of member's approval if in excess of \$500. This shall include Attorney fees, Architects, Landscapers,

Maintenance companies, Environmental surveys, etc. The Board of Directors is allowed to spend up to \$1000, without member approval, on items considered to be required for the normal operation of the Association.

4) Any member, including a member of the board of directors, shall not have their vote counted if they are delinquent in payment of assessment dues.

5) No individual younger than 16 years of age may operate motorized vehicles on Osprey Ridge road without being directly supervised by an adult. Violators shall be given an initial written warning. Violations thereafter shall be fined \$25 per occasion.

6) Landscape clippings shall not be placed at curbside any earlier than 24 hours before scheduled pick up which is Friday of each week.

7) Performing mechanical repairs, including performance tuning, on all vehicles, in driveways shall be prohibited. Violators shall be given an initial written warning. Violations thereafter shall be fined \$25 per occasion.

8) No member of the board of directors shall hire the same contractors for their personal uses that are under a current contract with the Association for work on the common areas.

9) If for any reason a member of the board of directors must resign his/her position, a new ballot must be ordered immediately for election of a replacement board member. The new board member along with the remaining board members must determine who will hold the offices of President, Vice-President, etc., as presently define by the By-Laws.

SECTION VII

PLAN APPROVAL

No clearing, building, structure or other improvements of any kind shall be constructed, erected, or altered upon any lot in the subdivision unless and until the plans for such building, structure or other improvements have been first approved by the association board or directors.

Impact fee – effective February 1, 2000, an impact fee of \$1,000 per new construction home will be imposed. This fee shall be paid at the time plans are submitted to the board of directors for approval, and is non-refundable and will be used for repairs and maintenance of common property or improvement and upgrades of common property.

A setback of 100 feet from the center of the road is required in Osprey Ridge on all construction started after February 1, 2000. Exemptions from this rule requires approval of the board of directors prior to ground breaking. The decision of the board of directors is final. A setback is defined as any part of a permanent structure to the center of the roadway.

A fine of \$500 will be imposed on any builder who does not submit plans for approval 30 days prior to start of construction.

All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris.

SECTION VIII

DURATION: REMEDIES; AMENDMENT AND ASSIGNMENT

(A) The easements, covenants, conditions and restrictions set forth in this Declaration shall constitute covenants running with the land, shall be binding upon all parties having any right, title or interest in lands in the subdivision or any part thereof, their heirs, successors, or assigns, and shall inure to the benefit of and be enforceable by the association and the lot owners, and failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or change hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of the association with respect to parties aggrieved by such failure.

(B) Remedies For Violation: Each owner shall be governed by and shall comply with the terms of the documents (the Declaration, Bylaws, Articles, and Rules and Regulations) and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the association or other owners to the following relief:

1. Legal proceedings. Failure to comply with any of the terms of the documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the association, or in a proper case by an aggrieved owner. The association shall have all remedies provided by law. Additionally, the association may fine a unit owner for any such violations or defaults in accordance with law.

2. Negligence. An owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a lot or its appurtenances.

3. Costs and attorneys' fees. In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. Additionally, the association shall be reimbursed for all legal costs and expenses incurred as a result of the Association hiring an attorney to obtain compliance with any document provisions. The owner who has violated the document provisions shall be responsible for such reimbursement.

4. No waiver of rights. The failure of the association or owner to enforce any covenant, restriction or other provision of the documents shall not constitute a waiver of the right to do so thereafter.

(C) Amendment: Subject to the terms hereof, these Covenants and Restrictions shall run with the land and shall inure to the benefit of and be enforceable by the owner of land subject to these Covenants and Restrictions and their legal representatives, heirs, successors and/or assigns, for a term of twenty (20) years from the date of these Covenants and Restrictions being recorded. Thereafter, and after the expiration of said twenty (20) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, revoked, or revised as provided in this Article. These Covenants and Restrictions may be amended by the association by majority vote of the total votes of the association.

(D) Assignment of the Association's Rights: Any or all of the rights, privileges, or options provided to or reserved by the Association in this Declaration, the Articles, or the Bylaws, may be assigned by the Association, in whole or in part, as to all or any portion of the Subdivision, to any person or entity pursuant to an assignment recorded in the public records of any county in which the

Subdivision is located. Any partial assignees of any of the rights of the Association shall not be deemed the Association, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of the Association shall have any liability for any acts of the Association or any prior Association unless such assignee is assigned and agrees to assume such liability.

(E) Miscellaneous:

1. Articles and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way affect any of the terms and provisions of this Declaration. Whenever the context requires any pronouns used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

OSPREY RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
A FLORIDA CORPORATION

Amended by the Board of Directors:

By: Peter L. Previte Peter L. Previte
As President Of The Osprey Ridge Property Owners'

Date: 11/23/02

By: Harry Haase Harry Haase
As Vice President of The Osprey Ridge Property Owners'

Date: 11/23/02

By: Lyn Forker Lyn Forker
As Secretary of The Osprey Ridge Property Owners'

Date: 11/23/02

WITNESSES:

Witness #1 (Sign Name & Print Name Below)

Virginia m. miller
Virginia m. miller

Date: 11/23/02

Witness #2 (Sign Name & Print Name Below)

Anda Bartz

Date: 11/23/02

STATE OF FLORIDA, COUNTY OF ST. LUCIE

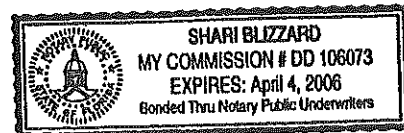
The foregoing instrument was acknowledged before me this 23 day of ^{November}~~December~~ 2002, by The Board of Directors of The Osprey Ridge Property Owners' Association Inc., a Florida corporation, on behalf of said corporation, who personally appeared before me and who is personally known to me or has produced a State Of Florida Driver's License as identification.

NOTARY PUBLIC:

[Seal, if any]

Shari Blizzard
Notary Public; State of Florida (Signature)

Shari Blizzard
Print Name



My Commission Expires: April 4, 2006

APPENDIX

JAY STEVEN LEVINE, P.A. - ATTORNEYS

2500 North Military Trail, Suite 490, Boca Raton, FL 33431 - (561) 999-9925 (561) 999-9958 Fax
3300 PGA Boulevard, Suite 970, Palm Beach Gardens, FL 33410 - (561) 627-3585 (561) 627-0811 Fax
Vero Beach - By Appointment Only
e-mail - jayslevinepa@aol.com

Jay Steven Levine, Esquire
Robert B. Burr, Esquire
Debbie Alspach, CLA

Nadel Group, P.A. - Of Counsel

Please reply to:
Boca Raton, Florida

January 30, 2004

The Board of Directors
Osprey Ridge Property Owners' Association, Inc.
c/o Mr. Peter Previte
175 SE Osprey Ridge
Port St. Lucie, FL 34984

RE: AMENDMENT TO THE DECLARATION

The Board of Directors:

Enclosed please find a photocopy of the Certificate of the Amendment to the Declaration with attached exhibit as above-referenced. Please place the enclosure with the official records of the Association.

Very truly yours,



Jay Steven Levine

JSL:sh

Enclosure - As Stated

THIS INSTRUMENT PREPARED BY:

JAY STEVEN LEVINE, P.A.

3300 PGA Boulevard, Suite 970

Palm Beach Gardens, Florida 33410

(561) 627-3585

*2500 Military Trail #490
Boca Raton, Fla. 33431*

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS OF THE OSPREY RIDGE PROPERTY OWNERS'
ASSOCIATION, INC.**

WHEREAS, the Declaration was recorded in Official Record Book 1653, at Page 410, Public Records of St. Lucie County, Florida; *FILE #2153415*

WHEREAS, on July 11, 2003 and on October 24, 2003, the Association approved amendments to the Declaration in the particulars set forth in Exhibit "1" attached to this certificate;

WHEREAS, the amendments to the Declaration were approved in accordance with the Declaration;

WHEREAS, the amendments to this Declaration shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, the Declaration is hereby amended in the particulars as stated in the attachment to this Certificate; the amendments shall run with the real property known as OSPREY RIDGE and shall be binding on all parties having any right, title, or interest in the same real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the vote required by the Declaration.

DATED this 29 day of DECEMBER, 2003.

Witnesses:

Brian Thomas

Print: BRIAN THOMAS

Susan O'Neill

Print: Susan O'Neill

OSPREY RIDGE PROPERTY OWNERS'
ASSOCIATION, INC.

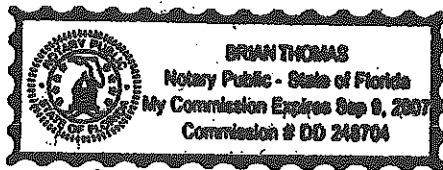
By: *Peter L. Previte*
President

Print: PETER L. PREVITE

Current Address: 175 S. E. OSPREY RIDGE
PORT ST. LUCIE FL 34984

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this 29th day of DECEMBER, 2003, before me personally appeared Peter L. Previte, President of OSPREY RIDGE OWNERS' ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced: Drivers License (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.



NOTARY PUBLIC:

Sign: _____

Print: _____

[Handwritten Signature]

Brian Thomas

DECLARATION OF
COVENANTS AND RESTRICTIONS
OF THE
OSPREY RIDGE PROPERTY OWNERS' ASSOCIATION

(S). Additional Restrictions voted on by ballot and accepted by members as of July 11, 2003.

1) Homes on the water side of the street shall be restricted from having fences or tall hedges that could block or obstruct visibility up or down the canal. Those properties already having fences or tall bushes as of July 11th 2003 shall be Grand Fathered to allow them to remain. However, if any of these were damaged from any source other than malicious intent by more than 50%, as determined by the board of directors and other members of a review committee, they shall not be repaired if the repair of the resulting structure would violate this rule. A fine of \$25 per day will be imposed if not complied with.

2) In order to protect the safety of our members, their guests and their property, all Fireworks shall to be banned from being set off anywhere in Osprey Ridge. This is a zero tolerance rule and requires no written warning. A \$100 fine will be issued immediately for any violation.

**DECLARATION OF
COVENANTS AND RESTRICTIONS
OF THE
OSPREY RIDGE PROPERTY OWNERS' ASSOCIATION**

Additional Restrictions voted on by ballot and accepted by members as of October 24, 2003.

A new section VIII. B.5 shall be added to the Declaration, which shall provide as follows:

5. Fines. The Association may levy a fine against the owner and/or tenant guest or invitee, for violations of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations. Prior to the levy of a fine, the violator shall be given the opportunity to appear at a hearing before a committee of other owners, as that committee may be composed under F.S. 720.305(2). At the hearing, the offending party shall have the opportunity to respond, to present evidence and argument to the committee, who shall also hear from the Association relative to the violation. A fine for each violation shall be the maximum allowed by law as amended from time to time, which currently is \$100.00 per violation, unless a lower fine is set forth in the Declaration, in which case the lower fine shall apply. The fine may accrue at this rate for each day or other time period that the violation occurs, on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the notice of hearing informs the offending party of this fact. The maximum for a total fine shall be the maximum sum permitted by law from time to time, which is currently \$1000.00. Once the committee decides that the levy of a fine is appropriate, the Board must meet to levy the fine, and is bound by the committee's determination. The board shall levy no fine if the committee determines that no fine should be levied. Once a fine is deemed to be due and owing, the Association shall provide written notice to the offending party of the fine due and owing with due date for payment. The fine shall be collected in the same manner as the annual assessment is collected under this Declaration, including, but not limited to imposition of a lien and foreclosure thereof."