

**DECLARATION OF RESTRICTIONS
OSPREY WOODS**

THIS DECLARATION is made by Ronald R. Shenkin and Corliss S. Shenkin, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant owns a tract of land in Sarasota County, Florida that will be improved, developed and subdivided into a platted subdivision, to be known as "Osprey Woods", and thereafter sold and conveyed for residential purposes, and such other purposes as may be deemed appropriate by Declarant; and

WHEREAS, simultaneously herewith Declarant has filed of record a plat of a Subdivision known as "Osprey Woods"(the Plat) and desires to establish protective covenants covering the development, improvement and usage of the Lots and Tracts contained in the Subdivision as shown on the Plat for the benefit and protection of the Subdivision, Declarant, and the purchasers of Lots in the Subdivision; and

NOW, THEREFORE, Declarant does hereby declare that the property hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Declaration and that said property shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said property, to wit:

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by Declarant and which shall henceforth be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Lots 1 thru 7, Osprey Woods as per Plat thereof recorded in Book _____,
Pages ___ through ___ of the Public Records of Sarasota County, Florida.

Said property shall sometimes hereinafter be referred to as the "Subdivision."

ARTICLE II
**REQUIRED MEMBERSHIP IN PROPERTY OWNERS HOMEOWNERS
ASSOCIATIONS**

In connection with the development of Osprey Woods, certain specific land areas, referred to as "Common Areas," may be set aside by Declarant or deeded to Osprey Woods Homeowners Association, Inc., hereinafter referred to as the "Homeowners

Association," and will thereupon become available for the common use, enjoyment, and benefit of all, or only some, of the owners of Lots in the Subdivision. Subject to the terms, and limitations set forth in Article V, the Common Areas include Tracts "A", "B" and "C", and additional Tracts or other lands shown on the Plat that are so designated as Common Areas by Declarant in future documents recorded in the Public Records of Sarasota County, Florida.

In order to effectuate the orderly development of the Subdivision and to establish, protect and preserve the quality of the Subdivision, the owners of all Lots in the Subdivision shall be required to become members of the Homeowners Association.

The purpose and objective of the Homeowners Association is to insure to all of its members a continuing and concerted program for the maintenance and management of Common Areas, the Tracts shown on the Plat for which it has the maintenance obligations as provided for herein, and to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Subdivision, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws and The Declaration of Restrictions. Copies of said Articles of Incorporation and Bylaws are attached hereto as Exhibits "A" and "B", respectively.

The Homeowners Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against Lots in this Subdivision.

ARTICLE III **BUILDING AND USE RESTRICTIONS**

1. Residential Use. The Lots subject to this Declaration may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any Lot or Tract, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings built on Lots in the Subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provisions hereof to the contrary, Declarant, Approved Builders (as herein defined), and such other contractors as Declarant may approve in writing shall have the right from time to time to construct and operate model homes in the Subdivision and maintain offices therein; in addition, Declarant and such contractors as Declarant may approve shall have the right from time to time to erect and maintain in the Subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, signs, and such other offices, structures, and facilities as may be appropriate for use by Declarant in the development of the Subdivision.

2. No Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or Tract without the written consent of Declarant.

3. Water and Sewer. All buildings shall use and be connected to the central water and sewerage system made available through Sarasota County Utilities. No well shall be drilled or utilized on any Lot for any purpose other than irrigation, and no septic tank shall be installed, used or maintained on any Lot, without the written approval of Declarant and the approval of any applicable governmental authority.

4. Dwellings.

(a) Except for Lot 4, which is specifically excluded from all of the restrictions, covenants, and limitations set forth in this Paragraph 4, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing at least three thousand five hundred (3,500) square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages), which dwelling shall not exceed 40 feet in height nor exceed three (3) stories in height. In the event the building to be erected in more than a single story, then the ground or first floor shall contain at least Two Thousand Two Hundred (2,200) square feet of enclosed area (as defined above) and at least One Thousand and Three Hundred (1300) square feet of upper floor(s). Unless approved by Declarant in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. Unless approved by Declarant in writing, no flat roofs nor roofs having a slope of less than 6:12 and no built-up roofs shall be permitted on any building. The composition of all pitched roofs shall be tile. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. Screened roofs may be used over pools and lanais. No roof over any part or all of a dwelling or any other building shall be metal. In the event a dwelling is constructed of concrete block, same must be covered with decorative cementitious finish or veneered with wood, brick or stone. No asbestos shingles, siding or any type of asphaltic covering shall be used on exterior walls of any building. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling. Unless otherwise approved by Declarant, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. All chimneys shall be finished with material approved by Declarant and no sheet metal shall be exposed unless approved by Declarant. The grade of each Lot shall not be altered from the grade established by Declarant. All floor elevations for dwellings shall be subject to approval by the Declarant. No change in grade (whether filling or otherwise) shall be made which will adversely effect drainage of any Lot or drainage of any adjacent Lots or Tracts

(b) Lot 4 is a lot that is significantly larger than any of the other Lots in this Subdivision, and Declarant, and their successors and assigns are exempted from the restrictions, covenants, and limitations set forth above, and anywhere else set forth in this Declaration of Restrictions, when such restrictions, covenants, and limitations would in any manner whatsoever adversely affect the following rights of Declarant, their successors and assigns: There may be constructed on Lot 4 a

single family residence and a detached guest house, garage, recreational facility, gazebo, dock extending into Tract "B", tennis court, and such other amenities, improvements, and facilities as are permitted under governmental regulations.

5. Setback Line. Except for Lot 5, which is specifically excluded from all of the provisions of this paragraph 5, no dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or overhangs): (a) encroaches on any "building setback line" or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted by Declarant pursuant to the provisions of this Declaration of Restrictions or the Plat; (c) is closer than sixty (60) feet to the front Lot line (which is any line adjacent to a street), closer than fifteen (15) feet to a side Lot line (but in no case shall the combined side lot line setbacks be less than thirty (30) feet), nor closer than ten (10) feet to a rear Lot line; or (d) is constructed in violation of any setback requirements of Sarasota County then in effect. No building shall be erected on a corner Lot so that the setback from any Lot line adjacent to any street is less than twenty (20) feet, it being the intent that corner Lots have two front yards.

6. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two large sized automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

7. Antenna. No aerial, antenna, or satellite dish shall be placed or erected upon any Lot or affixed in any manner to the exterior any building in the Subdivision unless the plans and specifications for same have been approved by Declarant. Satellite dishes greater than one meter in diameter will not be permitted. Notwithstanding the foregoing, satellite dishes having a circumference of not more than twenty (20) inches may be placed on the rear roof of a dwelling house or garage.

8. Underground Wiring No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

9. Screening of all Air Condition Compressors, Garbage Container, Clothes Drying Area and Pool Equipment. All garbage or trash containers must be placed within totally enclosed or screened areas. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls. Such walls must be attached to or adjoin the dwelling house and must not exceed six (6) feet in height. No window or wall air conditioning units shall be permitted on any Lot without the written approval of Declarant. Heating, ventilation, air conditioning equipment, fans and

pool equipment located outside a building shall be similarly screened from view and buffered by walls so as to reduce the noise level resulting from operation thereof. Oil and gas storage tanks shall be screened from view. The screening required by this paragraph shall not be merely landscaping, but shall be walls finished to match the home on the Lot.

10. Driveway Construction. All dwellings shall have a driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with brick pavers, unless prior approval for other material is obtained from Declarant. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their original grade and condition by the Lot owner in a neat and orderly fashion acceptable to Declarant. No portion of a driveway shall be located within five (5) feet of such line extended to the pavement of the street, unless expressly approved by Declarant.

11. Games and Accessory Structures. All basketball backboards and all other games and play structures, whether fixed or portable, shall be located at the rear of the dwelling and shall not occupy a land surface area of more than 400 square feet without Declarant approval. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot located in the front or side yard (but only in the rear yard) of the residence constructed thereon. Any such structure must have the prior approval of Declarant. Lighting plans for all such areas shall be subject to Declarant approval and shall not cast light directly onto any adjacent Lot or Tract.

12. Post Lights. A post light of a style and type approved by Declarant with a photosensitive cell shall be installed at or near the front Lot line of each Lot concurrently with the construction of a residence on such Lot. Said post light and photosensitive cell shall be kept in good working condition at all times. The post light shall be illuminated from dusk to dawn each day.

13. Mailboxes. The only mailbox that shall be erected and used on any Lot shall be one that the Declarant has approved for uniform use throughout the Subdivision. No other receptacle for mail, newspapers, or other similar use shall be constructed or maintained on any Lot.

14. Fences, Hedges and Walls. No fence, hedge, or wall shall be over 6 feet in height from the grade established by Declarant. No fence, wall or opaque hedge shall be constructed or maintained nearer to the street than the front wall of the residence constructed on the Lot (or in the case of corner Lots, nearer to either street than the front, side, or other wall of the residence constructed on said corner Lot), nor nearer than 20 feet to any front Lot line, whichever would cause the fence, wall or hedge to be further from the street. There shall be no chain link, hog wire, or other type of metal fences on any Lot. The composition, location and height of any fence, hedge or wall to be constructed or maintained on any Lot shall be subject to the approval of Declarant. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Lot.

15. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, such Lot shall be sodded and landscaped in accordance with a landscaping plan approved by Declarant. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. Use of such materials are limited to 20% of the front yard landscape area coverage without approval of the Declarant. All lawns and landscaping shall extend to the pavement line in front of any dwelling. In order to insure that the landscaping is of the quality required for this subdivision, at least \$25,000.00 must be expended for landscaping of each Lot.

16. Trees. No tree, the trunk of which exceeds four (4) inches in diameter at five (5) feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of Declarant. Each Lot owner shall plant not less than three Oak trees of a size and species approved by Declarant on the Lot within 30 days of the issuance of the Certificate of Occupancy for a house on the Lot. Thereafter the owner shall maintain such Oak trees in good condition and replace them if necessary so that there will always be three Oak trees on the Lot. The type of Oak trees permitted shall be from a list maintained by Declarant at all times.

17. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by Declarant.

18. Vehicles. No vehicle shall be parked in the Subdivision except of a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes (which shall include, but not be limited to, any vehicle bearing any signage identifying a business name), other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, trailers of any kind or description; campers, vans, motor homes, motorcycles, recreational vehicles and any vehicle not in operable condition shall be permitted to be parked in the Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat, trailer or vehicle shall be permitted upon any Lot except within an enclosed garage.

19. Roadways. Maintenance of all roadway improvements and specifically traffic control devices for the private roadway are the responsibility of the Homeowners' Association. Except as shown on the Subdivision Plat, and as Declarant may otherwise approve in writing, no Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

____ 20. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

- (a) Individual, ornamental house name or number plates may be displayed.

(b) One temporary sign not exceeding four (4) square feet utilized in connection with the sale of a Lot may be displayed on such Lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of Declarant.

(c) During the course of construction on a Lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) A security services sign of reasonable size provided by the contractor for such security services may be placed within 10 feet of any entrance to the home.

(e) Other signs may be displayed if such signs are approved by Declarant as to size, design, location and content.

21. Southwest Florida Water Management District (SWFWMD).

(a) It shall be the responsibility of each Lot owner within the Subdivision at the time of construction of a dwelling, or structure, to comply with the construction plans for the surface water *management* system pursuant to Chapter 40D-4, F.A.C., approved and on file with the SWFWMD.

(b) No owner of a Lot within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40 D-4.

(c) No owner of a Lot within the Subdivision shall remove native vegetation (including cattails) that becomes established within the wet detention ponds in the Subdivision. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Venice Service Office, Surface Water Regulation Manager.

(d) Any amendment to this Declaration or any other deed restrictions, which would affect the Surface Water Management System, must have prior approval of the Sarasota County Engineer or authorized designee.

22. Surface Water Management System.

(a) The Homeowners Association shall have the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, retention areas, and all other areas and apparatus comprising the Surface Water

Management System's lake or ponds. No changes to said areas may be made by the Homeowners Association or other Persons without Declarant's prior written consent, which consent may be withheld for any reason deemed sufficient by the Homeowners Association. Declarant may, in its sole and absolute discretion and without notice: (a) remove or withdraw all or any part of the water from any lake or any other portion of the Surface Water Management System for any purpose, including but not limited to maintenance, compliance with governmental regulations, or extraction of fill dirt; and (b) add Reclaimed Water to any lake or other portion of the Surface Water Management system for any purpose, including but not limited to purposes related to irrigation of any lands within the Subdivision. No person shall have any claim against Declarant, or the Homeowners Association for Declarant's exercising of such rights or the manner in which such discretion is exercised. As used herein, the phrase "Reclaimed Water" shall mean water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but does not qualify as potable water under applicable governmental regulations. No portion of the surface water management system shall be altered without prior written authorization of the County Engineer or his designee. Alteration shall include, but is not limited to, cutting, mowing, pulling, planting, or the introduction of grass carp.

(b) Tract B within Osprey Woods Subdivision contains a littoral shelf, as required by State and County regulations. The vegetation planted upon the littoral shelf filters pollutants and allows for sediment to settle, thus assuring better water quality in the lakes, streams, and bays of the County. Perpetual maintenance of the littoral shelf vegetation is a responsibility of the Homeowner's Association; therefore, no person shall impact a littoral shelf (i.e., alter and/or remove littoral shelf vegetation) without prior written consent of Sarasota County's Resource Protection office. Alteration shall include, but is not limited to, cutting, mowing, pulling, planting, or the introduction of grass carp.

(c) Tract A within Osprey Woods Subdivision contains a wetland preserve area. All activities including, but not limited to, filling, excavating, stockpiling, alteration of vegetation (both trees and understory), and storing of materials shall be prohibited within the Preserve Area, unless written approval is first obtained from Sarasota County's Resource Protection maintenance activities of the Preserve Area. Maintenance within the Preserve Area shall be conducted by hand or with hand-operated tools.

(d) Any amendment to this Declaration or any other deed restrictions, which would affect the Surface Water Management System, must have the prior approval of the Sarasota County Engineer or authorized designee.

(e) In the event the Homeowner's Association, or any successor organization, shall fail to adequately maintain the Surface Water Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Surface Water Management System. All expenses incurred by Sarasota County in maintaining the Storm Water Management System shall be assessed prorata against the lots and shall

be payable by the owners of the lots within 60 days after receipt of a statement therefore. If any owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such owner's lot, which may be enforced by Sarasota County. The rights of Sarasota County contained in this restriction shall be in addition to any other rights Sarasota County may have in regulating this operation and development of the Subdivision.

23. Animals. No horses, cattle, swine, goats, snakes, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. No pet shall be permitted to roam off of the owner's Lot except on a leash. Each owner of a pet shall remove and clean all animal excrement and waste resulting from its pet from all parts of the Subdivision.

24. Sidewalks. The first owner of each Lot (the owner immediately subsequent to the Declarant) shall cause a six foot wide sidewalk to be built between the front Lot line and the pavement of the street adjacent to the Lot. The sidewalk shall be reflected on the site plan for construction of a dwelling submitted to Declarant for approval. The sidewalk shall be constructed of concrete on an appropriate base, of such materials and in a fashion to appropriately connect to sidewalks on adjacent Lots to create a uniform sidewalk throughout the Subdivision and be constructed to specifications established by Sarasota County. The sidewalk relative to each of said Lots shall be completed no later than the issuance of a certificate of occupancy for the dwelling unit on the Lot, or at such earlier time as may be required by Sarasota County. The Declarant may obtain such extensions from Sarasota County as it deems appropriate for any or all Lots still owned by Declarant, but the benefits of any such extensions shall not inure to any subsequent owner. Nothing herein shall be construed to require Declarant to install any sidewalk. In the event an owner of a Lot fails to install a sidewalk as required above, Declarant shall have the right (but not the obligation) to cause the Homeowners Association to cure such default by installing the sidewalk and the Homeowners Association shall have a lien for all expenses incurred in such installation, which lien may be enforced and collected as all other Homeowner Homeowners Association liens provided for herein.

25. Grading. Sarasota County for review has required each Lot in the Subdivision to be graded in a specified manner because of environmental and wetlands considerations. Therefore, prior to construction of a residence on each Lot, the Lot Owner shall grade the Lot in conformity with the detail grading plan for such Lot as reflected on sketches as approved by Sarasota County and available from Declarant.

26. Building and Site Plan Approval. Prior to commencement of any construction of improvement on a Lot (including any remodeling, additions to existing improvements, fences and walls), detailed site and construction plans (which shall include elevations and exterior materials) and landscape plans shall be submitted to the Declarant for approval for the purpose of assuring compliance with each of the foregoing requirements set forth in this Article. Said plans will be reviewed by the Declarant within thirty (30) days of receipt of same and Declarant shall notify the Lot owner of the approval

or disapproval of such plans. In the event Declarant disapproves such plan Declarant shall advise the Lot owner of the specific areas and reasons for disapproval and, where appropriate, suggest modifications and revisions to the plans that would result in approval. In the event any plans or specifications are submitted to Declarant and Declarant has neither approved nor disapproved same within thirty (30) days of such submission, same shall be deemed approved as submitted.

27. Approved Builders. In keeping with Declarant's intent to establish and maintain within the Subdivision a neighborhood of quality homes and aesthetically pleasing design, the first home to be constructed on each Lot shall be constructed by a builder approved by Declarant (an "Approved Builder"). To enable a Lot Owner to comply with this restriction, Declarant shall maintain at all times a list of Approved Builders from which a Lot Owner may choose. The list of Approved Builders may change from time to time in Declarant's sole discretion. The designation of a builder as an Approved Builder shall not create any liability on the part of Declarant, and no Person shall have any claim against Declarant because of such designation. Declarant shall not be liable in damages to any Person by reason of mistake in judgment, negligence, or nonfeasance in conjunction with such designation. Declarant does not guarantee any aspect of the Approved Builders, including but not limited to contractual or other obligations, financial capacity, quality of construction, reliability of warranty programs, or timely completion of Improvements.

ARTICLE IV MAINTENANCE OF LOTS

1. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other owners of Lots in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Homeowners Association which shall tender a decision in writing, and such decision shall be dispositive of such dispute or question.

2. Maintenance of Lots and Landscaping. No weeds or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the Lots in the Subdivision shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the Lot; (b) between their respective Lot lines and the maintained area of any wetland, preserve area, other Common Area, or the water of any lake. All Lot owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

3. Maintenance of Improvements. Lot owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe conditions, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any

building shall be made promptly.

4. Boarding up Residences. Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

5. Annual Mowing Fee. In order to insure that unimproved Lots do not become overgrown with weeds and other vegetation, the Homeowners Association shall provide for the periodic mowing of all such Lots. To compensate the Homeowners Association for this service, each owner of an unimproved Lot shall pay to the Homeowners Association in advance on or before January 1 of each year an annual mowing fee. The mowing fee shall be the same for each applicable unimproved lot. This fee is in addition to annual assessments provided for elsewhere herein. As to each unimproved Lot whose owner acquired title from Declarant subsequent to January 1 of any year, the annual mowing fee attributable to such Lot for such year shall be prorated as of the date of such conveyance of title, and such prorated amount shall be payable to the Homeowners Association within thirty (30) days after such date; provided, however, that no annual mowing fee or portion thereof shall be payable by any such owner who acquires title to his Lot prior to December 31 of any year, and commences bona fide construction of a dwelling house on the Lot within thirty (30) days thereafter. Any annual mowing fee which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law. As used herein, "unimproved lot" means a Lot owned by a person or entity other than Declarant on which, as of January 1 of the year in which the mowing fee is payable, no bona fide construction of a dwelling house has been commenced or completed. In lieu of paying an annual mowing fee, Declarant shall be responsible for, and shall pay for, the periodic mowing of all Lots owned by it.

6. Maintenance and Repair by Homeowners Association. In the event any owner shall fail or refuse to maintain his residence, Lot, or other improvements situate on said Lot in full compliance with the provisions of this Declaration, the Homeowners Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said Homeowners Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by said Homeowners Association shall be chargeable to and paid by said owner to said Homeowners Association within thirty (30) days after submission of a bill therefore. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law.

7. Regulations During Construction. No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Lot. During construction upon the Lot, the Lot shall be maintained in a neat and orderly manner with all construction debris hidden from view and contained in a receptacle. Construction upon

the Lot shall be conducted in such manner that the Subdivision improvements shall not be altered or damaged in any manner, and the Lot shall at all times be in a clean and orderly condition. Each Lot owner shall indemnify Declarant and the Homeowners Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvements damaged by the Lot owner or to put the Lot in a clean and orderly condition.

8. Other Maintenance Obligations of Lot Owner. Each Lot Owner shall be responsible for properly maintaining the landscaped buffer(s) located on their respective Lots.

ARTICLE V COMMON AREAS AND RIGHT OF WAY MATTERS

1. Common Areas. Certain Areas within the Subdivision may be set aside by Declarant as "Common Areas" for the common use and enjoyment of owners of property within the Subdivision. Title to any such areas shall remain in Declarant until such time as Declarant conveys such areas to the Homeowners Association which conveyance may be subject to such easements, reservations, and limitations upon usage as Declarant deems appropriate. The Homeowners Association shall be obligated to accept title as conveyed by Declarant and thereafter to properly maintain the Common Areas and pay all taxes assessed thereon. Declarant designates only Tract "C" of Osprey Woods, as shown on the Plat, as Common Areas for the common use and benefit of all owners of Lots within the Subdivision. Tracts "A" and "B" are to be conveyed to the Homeowners Association, and maintained by its as part of the Surface Water Management System for the Subdivision. However, such Tracts are not available for the common use, enjoyment and benefit of Lot owners in the Subdivision other than Declarant, as the owners of Lot 4, and the owner of Lot 5, and their successors and assigns, who shall have the right to use these Tracts as permitted by governmental laws and regulations and as specifically authorized by Declaration, in writing. No unauthorized person is permitted access to such stormwater management areas for any reason without Declarant's prior written consent. Tract "D" is not to be conveyed to the Homeowners Association, the fee ownership thereof shall be retained by Declarant.

2. Maintenance and Usage of Common Areas. All Tracts conveyed to the Homeowners Association together with the surface water management system in the Subdivision shall be maintained by the Homeowners Association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Declaration or other recorded instrument. Usage of the Tracts shall be subject to such restrictions, rules, and regulations as may be adopted by Declarant or the Homeowners Association. The Homeowners Association shall not, however, adopt any restrictions, rule, or regulations that conflict with those previously adopted by Declarant without Declarant's written consent.

3. Maintenance of Certain Areas. The Homeowners Association shall care for and maintain the area between the pavement line of a dedicated right-of-way and the adjacent line of a Lot or Tract that is not otherwise the obligation of a Lot owner to maintain under the terms hereof, except to the extent that said areas are maintained by the applicable governmental body.

ARTICLE VI **EASEMENTS**

1. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Declarant **and the Homeowners Association** over all utility and drainage easement areas shown on the **Subdivision Plat**.

2. Perpetual easements are reserved over Lots 1 and 2, as shown on the Subdivision Plat for the installation, and subsequent maintenance by the Homeowners Association of a Privacy Fence as shown on the Subdivision Plat, and Entryway Signs, with landscaping within the five (5) foot fence/wall easement area.

3. There is hereby reserved unto Declarant, its successors and assigns, for themselves and their guests, licensees, and invitees for the benefit of Lot 4, a perpetual 30 foot access easement for vehicular and pedestrian travel, and for the installation and maintenance of underground utilities, over and across the Easement Area on Lot 3 and Lot 4, as set forth on the Subdivision Plat.

4. Declarant does hereby dedicate and set apart to Sarasota County the Public Flowage Easements set forth on the Subdivision Plat.

5. Declarant does further dedicate and set apart Tract C, and drainage and utility easements and other easements shown on the Subdivision Plat as "Private" to the owners in Osprey Woods, and their successors, assigns, licensees, invitees, utilities serving the Subdivision, including cable television, emergency, and law enforcement personnel serving the Subdivision, and other persons providing essential services to the Subdivision forever.

6. Declarant does hereby dedicate and set apart the Landscape Buffer Easements on each Lot as reflected on the Subdivision Plat to be maintained by the Owner of each Lot; and the six (6) foot wide sidewalk easement on each Lot as shown on the Subdivision Plat, to be maintained by the Homeowners Association.

7. The easement areas of each Lot and all improvements located within it shall be maintained continuously by the owner of the Lot, except for those improvements for which the Homeowners Association, public authority or utility company is responsible. No drainage easement, swale, wetland or preserve area may be obstructed, filled in or altered without Declarant's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot owner over the easement area of

his Lot may be removed by Declarant, or its assigns, if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however, that Declarant or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly as practicable to its prior condition.

ARTICLE VII
RE-SUBDIVIDING

No Lot or contiguous group of Lots shall ever be re-subdivided or re-platted in any manner which would bring about a greater number of Lots than shown on the Plat for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. Any such Lot may be combined with contiguous Lots or parts thereof to form a single building site, the provisions of this Declaration shall apply thereto as if it were a single Lot; provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of assessments and expenses levied or charged by the Homeowners Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for assessments and expenses levied or charged by said Homeowners Association shall be prorated among such other Lots on the basis of square footage.

ARTICLE VIII
VARIANCES

Declarant hereby reserves the right to enter into agreements with the owner of any Lot or Lots (without the consent of the owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air conditioner compressors, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted. **Declarant reserves the right to impose additional restrictions in the conveyance of title to any Lot or Lots in the Subdivision.**

ARTICLE IX
ASSIGNMENT BY DECLARANT

Declarant may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the Homeowners Association, or to any other corporation, Homeowners Association or person.

ARTICLE X
ASSESSMENTS BY OSPREY WOODS HOME OWNERS ASSOCIATION, INC.

1. Annual Assessments. The Homeowners Association shall have the right to levy an annual assessment against all Lots in the Subdivision in such amounts as may be deemed appropriate by said Homeowners Association's Board of Directors for the management and operation of the Homeowners Association and for the general purposes and objectives of the Homeowners Association as set forth herein and in its Articles of Incorporation and Bylaws.

2. Special Assessment. Said Homeowners Association shall also have the right to levy special assessments from time to time against all Lots in the subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Homeowners Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Assessments Levied Pro Rata. All assessments levied by said Homeowners Association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Homeowners Association.

4. Assessments Against New Lots. The pro rata portion of the first annual assessment shall be due and payable for each Lot from the day such Lot is made subject to the term hereof. With respect to any special assessments, only those Lots that are subject to the terms of this Declaration as of the date on which the Board of Directors of said Homeowners Association levies the special assessment shall be liable for such special assessment, and such special assessment shall not be charge to or a lien against any Lot made subject to this Declaration thereafter

5. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said Homeowners Association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the Homeowners Association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

6. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner of the Lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Homeowners Association may bring suit against the owner on his personal obligation and there shall be added to the

amount of such assessment the aforementioned late charge and interest and all costs incurred by said Homeowners Association, including reasonable attorney's fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

7. Assessment Guaranty. The Declarant guarantees to initial purchasers of Lots in this Subdivision that the monthly assessments due from such purchasers as owners of Lots for items of common expense of the Association will not exceed the amount therefor reflected in the initial budget for the Association which is provided to such purchasers by Declarant during the first calendar year after the first conveyance of a Lot by the Declarant, and thereafter will not exceed 125% of the amount of the prior years assessments assessed to such purchasers during each year (hereafter until turnover of the Association to the Owners other than Declarant. This guaranty shall be in force only until the earlier of (i) the date upon which a majority of the Board of Directors of the Association are elected by Lot Owners other than the Declarant or (ii) such earlier date as Declarant elects to terminate this guaranty and pay its proportional share of assessments for the expenses of the Association based upon the number of Lots owned by the Declarant. During the period of time this guaranty is in force and effect the Declarant, as Owner of such Lots, as are owned by it, shall be relieved from the obligation of paying its prorata share of such expenses of the Association, but instead shall be obligated to pay to the Association any sums in excess of the sums due from all Lot Owners other than the Declarant which are necessary to pay the actual expenses of

i h e A s s o c i a t i o n .

ARTICLE XII

LIEN RIGHTS OF OSPREY WOODS HOMEOWNERS ASSOCIATION, INC..

In order to provide an additional means to enforce the collection of any annual mowing fee or other expense charged to the owner of any Lot or any annual or special assessment, the Homeowners Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

1. Creation of Lien. The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot, and all improvements thereon, upon the recording of this Declaration.

2. Enforcement of Lien. In the event any such fee, expense or assessment is not paid within thirty (30) days after the same is due, the Homeowners Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by said Homeowners Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event said Homeowners Association files a Claim of Lien against any Lot, it shall be entitled to recover from the owner of such Lot the aforesaid interest and late charge and all costs, including reasonable attorney's fees (including

attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

3. Priority of Lien. It is the intent hereof that the aforesaid lien against each individual Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the *County of Sarasota* or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such lot). Any institutional first mortgage that acquires title to a Lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such Lot which became due prior to the acquisition of such title unless a claim of lien for such assessments was recorded prior to the recording of the mortgage.

ARTICLE XIII GENERAL PROVISIONS

1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Declarant, the Homeowners Association or the owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period: (1) members of the Homeowners Association holding at least two thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of said Homeowners Association and recorded in the Public Records of Sarasota County.

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Declarant, the Homeowners Association or any Lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by Declarant or the Homeowners Association but not attorney's fees incurred by any Lot owner in bringing an action against another Lot owner. Failure by Declarant, said Homeowners Associations, or any Lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

Notwithstanding the foregoing, the Board of Directors may vote to impose fines against a Lot owner, which fine shall not exceed \$100.00 per violation per day, with a maximum total of \$10,000.00. Prior to the imposition of any fine, the Lot owner (and or tenant) shall be afforded an opportunity for a hearing after reasonable notice to the Lot owner of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Homeowners Association. The Lot owner shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity to review, challenge and respond to any material considered by the Homeowners Association. The hearing shall be before a committee ("Committee") of at least three (3) members appointed by the Board of Directors, who are not directors, officers or employees of the Homeowners Association, or the spouse, parent, child, brother or sister of an officer, director or employee. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose the fine set by the Board through written notice to the Lot owner. If the Lot owner fails to attend the hearing as set by the Committee, the Lot owner shall be deemed to have admitted the allegations contained in the notice to the owner or tenant. Any fine imposed by the Board of Directors shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Committee's decision at the hearing. Any fine levied against a Lot owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. A fine shall not become a lien against a parcel, however in any action to recover a fine, the prevailing party is entitled to collect reasonable attorney's fees and costs from the non-prevailing party. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided. Notwithstanding the foregoing, the requirements of this Paragraph restricting the amount and procedure for implementing fines do not apply to the imposition of fines upon any Lot owner or tenant due to the failure of the Lot owner or tenant to pay assessments or other charges when due.

3. County Enforcement. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violation, and including the right to impose and enforce assessments on behalf of the Subdivision.

4. Severability. Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

5. Amendment. This Declaration may be amended at any time and from time to time upon the approval of members of the Homeowners Association holding at least two-thirds (2/3) of the voting rights and upon the recordation in the Public Records of Sarasota County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said Homeowners Association; provided, however, that until the "turnover" takes place pursuant to Article VI of the Articles of Incorporation, no amendment shall be effective without Declarant's express written joinder and consent. This Declaration may also be amended at any time or times prior to the "turnover", by Declarant, without the consent of any other party, upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

6. Amendments/County Rights. No amendment to the Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

7. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

8. Additional Reserved Rights of Declarant. Declarant reserves the right to grant such additional easements over the Lots and Tracts in the Subdivision as may be reasonably required to provide underground utilities to or for the benefit of a lot, and/or to provide access to a lot, provided such easements do not materially adversely affect the value or habitability of the affected Lot.

9. Disclaimer. No warranties of fitness, habitability, or merchantability as to any portion of the subdivision or improvements constructed by Declarant thereon or in connection therewith, shall be implied. Except as Declarant may otherwise expressly provide by written contract, Declarant hereby expressly disclaims any and all warranties, including, but not limited to, any common law implied warranties of fitness for a particular purpose, merchantability, habitability, and conformity of any improvements with plans and specifications filed with any governmental authority. Declarant makes no warranty, express or implied, with respect to the existence or levels of low frequency electromagnetic fields, odors, noxious fumes, radon, radon progeny, or any other pollutant within the subdivision or with respect to any property or improvements created for, conveyed to, dedicated to, or made available for the use of the Association or any lot owner pursuant to this Declaration or any other instrument. Neither Declarant, the Homeowners Association, nor any of their officers, directors, committee members, employees, contractors, or subcontractors (collectively the "Listed Parties"), shall be liable or responsible for maintaining or assuring the safety, water quality or water level of any lake, pond or other water body within the Subdivision, except as such responsibility may be specifically imposed by, or contracted for, with an applicable governmental or quasi-governmental agency or authority. Further, none of the Listed Parties shall be liable for

any property damage, personal injury or death occurring in, or otherwise related to, any water body, all persons using same doing so at their own risk. All Owners and users of any portion of the Subdivision located adjacent to or having a view of any of the aforesaid water bodies, shall be deemed by virtue of their acceptance of the deed to have agreed to release the Listed Parties from all claims for any and all changes in the quality and level of the water in such bodies. All persons are hereby notified that from time to time alligators and other wildlife may habitat or enter into such water bodies within the Subdivision and may pose a threat to persons and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant or insure against, any death, injury or damage caused by such wildlife. All Owners are notified that governmental permitting authorities issuing surface water permits are not in any way related to the Listed Parties and that lakes, ponds, and/or wetlands located within the Subdivision that are designated as stormwater management areas are not designed solely as aesthetic features. Due to possible seasonal fluctuations in groundwater levels within the Subdivision, the water levels with the lakes, ponds, and/or wetlands may rise and fall. The said Listed Parties have no control over such fluctuations and none of the Listed Parties shall be liable for any results of such fluctuations.

10. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to The Sarasota County Zoning Code ("Notice"). Osprey Woods is subject to the Notice recorded in Official Records Instrument Number 2004074345. This Notice provides for certain Restrictions, Stipulations and Safeguards for Osprey Woods and which are covenants running with the land. A copy of this Notice is attached hereto as Exhibit "C" and incorporated herein.

SIGNATURES TO FOLLOW

APPROVAL BY OSPREY WOODS HOMEOWNERS ASSOCIATION, INC.

Osprey Woods Homeowners Association, Inc., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Declaration of Restrictions for Osprey Woods Homeowners Association, Inc., agrees to exert its best efforts to accomplish the objectives and purposes of said Declaration. Said Homeowners' Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws and under the foregoing Declaration and to levy assessments against Lots in the Subdivision pursuant to said Declaration in amounts sufficient to accomplish the purposes and objectives of the Homeowners' Association.

The Homeowners' Association further agrees to accept such other duties and obligations as may be assigned or delegated to its by Declarant or by the terms of the aforesaid Declaration.

IN WITNESS WHEREOF, the Homeowners' Association has caused this instrument to be executed in its behalf by its undersigned duly authorized officers on _____, 2005.

Signed, sealed and delivered
In the Presence of:

Osprey Woods Homeowners
Association, Inc.

By: 
Name: Ronald R. Shenkin
As Its: President

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its corporate name on ___ day of _____, 2005.

Signed, sealed and delivered in the presence of:



Ronald R. Shenkin



Corliss S. Shenkin

DECLARANT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Ronald R. Shenkin and Corliss S. Shenkin, as husband and wife, who are personally known to me or have produced _____ as identification.

(Notary Seal)

Signature for Notary Public

Print Name of Notary Public
I am a Notary Public of the State of Florida,
and my Commission expires on _____