

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

JEFFREY R. MARGOLIS, ESQ.  
BERGER SINGERMAN LLP  
350 E. LAS OLAS BLVD.  
SUITE 1000  
FORT LAUDERDALE, FLORIDA 33301

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR OSPREY OAKS HOMES II**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR OSPREY OAKS HOMES II (the "Amendment") is made by Lowell at Osprey, Inc., a Florida corporation ("Lowell") and joined in by Osprey Oaks Homes II Association, Inc. ("Association"), and Iberiabank, a Louisiana State Bank, successor by merger to Gibraltar Private Bank & Trust Company.

**RECITALS**

A. That certain Declaration of Covenants and Restrictions for Osprey Oaks Homes II dated May 13, 2014 was recorded in Official Records Book 26790, Page 1593, of the Public Records of Palm Beach County, Florida (the "Original Declaration").

B BR Osprey Acquisition LLC, a Delaware limited liability company, was the Declarant under the Original Declaration. BR Osprey assigned all Declarant's rights under the Original Declaration to Lowell pursuant to that certain Assignment of Declarant's Rights and Assumption Agreement recorded in Official Records Book 29269, Page 1882 of the Public Records of Palm Beach County, Florida (the "Assignment").

C. Article X of the Original Declaration provides that so long as Lowell, as Declarant, owns any portion of the Property, Lowell, as Declarant has the right to amend the Original Declaration without the joinder or consent of any person or entity whatsoever.

D. Declarant desires to amend the Original Declaration as set forth in this Amendment.

NOW, THEREFORE, Lowell hereby declares that every portion of the Property is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions set forth in this Amendment.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form of a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Original Declaration, this Amendment shall control. Whenever possible, this Amendment and the Original Declaration shall be construed as a single document. Except as modified by this Amendment, the Original Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined in this Amendment shall have the meanings set forth in the Original Declaration, and the defined terms are hereby modified as follows (language that has a line through it has been deleted and language that is double underlined is new):

L. “Community Documents” means ~~this the~~ Declaration, the Articles, the Bylaws, the rules and regulations adopted by the Association from time to time, ~~the Community Standards,~~ and any other documents or instruments governing the use and operation of the Common Areas and/or administered by the Association, all as amended, modified, and/or supplemented from time to time.

“Community Standards” means such standards of conduct, maintenance and other activity, if any, established by the ACC pursuant to the Article VI of the Declaration.

O. “Declaration” means ~~this the Original Declaration of Covenants and Restrictions and this First Amendment,~~ as the same may hereafter be amended, supplemented and modified from time to time, including any and all exhibits appended to ~~this the~~ Declaration and any amendments thereof.

U. ~~“Guidelines”~~ means ~~the Single Family Home Builder Design Guidelines attached hereto as Exhibit “D”.~~

4. Single Family Home Builder Design Guidelines. The Single Family Home Builder Design Guidelines attached to the Original Declaration as Exhibit “D” are deleted in their entirety and all references to the Single Family Home Builder Design Guidelines and Guidelines in the Original Declaration, including Article I, Section U and Article VI, Sections W(1) and AA, are deleted in their entirety. The reference to Guidelines in Article VI, Section W(AA) is replaced with Community Standards.

5. Community Standards.

a. The last sentence of Article VI, Section W(1) is revised as follows (language that has a line through it has been deleted and language that is double underlined is new):

The provisions of this section are in addition to the ~~Single Family Home Builder Design Guidelines attached hereto as Exhibit “D”~~ Community Standards. The ACC shall enforce the Community Standards as set forth in this Declaration. The ACC shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of exterior design, landscaping, location, size, type, and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity with the Community Standards and such other published guidelines and standards as may be adopted by the ACC from time

to time. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the turnover of the Association from the Declarant to the Owners, any additional guidelines or standards or modification of existing guidelines or standards, including, without limitation, the Community Standards, shall require the consent of Declarant, which may be granted or denied in its sole discretion. Each Owner and their contractors and employees shall observe, and comply with, the Community Standards, which now or may hereafter be promulgated by the ACC and approved by the Board from time to time; each Owner is responsible for ensuring compliance with the Community Standards by all of its contractors. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or other legal or equitable remedy; and shall have the effect of covenants as if set forth in the Declaration verbatim. All construction activities shall comply with the Community Standards. In the event that any Owner fails to comply with the provisions contained in the Declaration, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a certificate of non-compliance against the Home stating that the improvements on the Home fail to meet the requirements of the Declaration and that the Home is subject to further enforcement remedies. The Community Standards shall not require any Owner to alter the improvements previously constructed.

b. The following is added to Article IV, Section W as subsection 6 (language that has a line through it has been deleted and language that is double underlined is new):

6. **Variances.** No ACC approval shall be inconsistent with the Community Standards and other Community Documents unless a written variance has been granted by the ACC; provided, however, Association or ACC shall have the power to grant variances from any requirements set forth in the Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant; provided, however, neither Association nor the ACC shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in the Declaration or the Community Standards. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in the Declaration or in the Community Standards on any other occasion.

6. Businesses. Article VI, Section Q is revised as follows (language that has a line through it has been deleted and language that is double underlined is new):

Q. **Business.** No trade, business or any commercial use shall be conducted in or from any Lot or Home unless approved by the Board; provided, however, commercial activities within or from any Lot or Home shall comply with all governmental requirements and shall be limited to a home office or home business provided that business invitees, customers and clients of the Owner are limited to no more than three (3) business invitees, customers or clients at the same time, and no more than three (3) parked vehicles may be visible on the Lot which the business

invitees, customers or clients are visiting at any time. Vehicles belonging to any business invitee, customer or client must be parked in the garage or driveway of the Home which they are visiting and shall not block the sidewalk or protrude into the roadway. Business invitees, customers and clients are prohibited from parking on any roadway or on the lawn of a Home. Each Owner is responsible for ensuring compliance with the Community Documents by his/her/its business invitees, customers and clients. Once a home office or home business is approved by the Board, such approval cannot later be revoked or rescinded unless and until the Owner who obtained the approval ceases to operate the home office or home business. In the event the Declaration is amended to prohibit a home office or home business, such amendment shall only apply prospectively, and will not apply to any home office or home business that was previously approved by the Board prior to the time of the amendment unless and until the Owner who obtained the approval ceases to operate the home office or home business. No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters, without approval by the Board. Garage and yard sales are not permissible unless sponsored by the Association.

7. Ratification. Except as modified or amended by this Amendment, the terms and provisions of the Original Declaration are hereby ratified and confirmed.

8. Covenant. This Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the 30 day of December, 2019.

WITNESSES:

LOWELL AT OSPREY, INC., a Florida corporation

[Signature]  
Print Name: CARLOS LUCAS

By: [Signature]  
Name: SUSAN L. KARATS  
Title: PRESIDENT

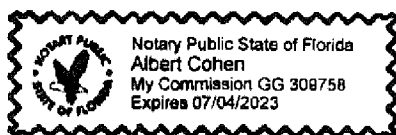
[Signature]  
Print Name: LANI KAHN DREDDY

STATE OF FLORIDA )  
COUNTY OF MIAMI DADE )SS.:

The foregoing was acknowledged before me this 30 day of December, 2019 by Susan L. Karats as PRESIDENT of LOWELL AT OSPREY, INC., a Florida corporation, who is personally known to me or who has produced known personally as identification on behalf of the company.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida  
Print Name: ALBERT COHEN



JOINDER

OSPREY OAKS HOMES II ASSOCIATION, INC.

Osprey Oaks Homes II Association, Inc. ("Association") does hereby join in the First Amendment to the Declaration of Covenants and Restrictions for Osprey Oaks Homes II (the "First Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment, as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30 day of December, 2019.

WITNESSES:

OSPREY OAKS HOMES II ASSOCIATION,  
INC., a Florida not for profit corporation

Print Name: Carol A. Dillman

Print Name: Robert Cohen

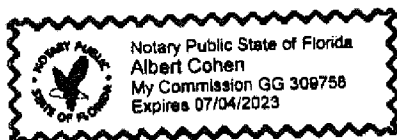
By: [Signature]  
Name: Susan Leibel Serrats  
Title: PRESIDENT

{SEAL}

STATE OF FLORIDA )  
COUNTY OF MIAMI DADE ) SS.:

The foregoing instrument was acknowledged before me this 30 day of December 2019 by Susan L Serrats, as PRESIDENT of Osprey Oaks Homes II Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced known personally as identification, on behalf of the corporation.

My commission expires:



NOTARY PUBLIC, State of Florida  
Print Name Albert Cohen