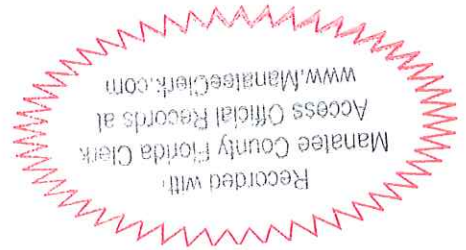


**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**

Stephen J. Szabo, III, Esq.
Foley & Lardner LLP
100 North Tampa Street
Suite 2700
Tampa, FL 33602
813-225-4193



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OSPREY LANDING**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSPREY LANDING (this "**First Amendment**"), is made effective as of the 9 day of April, 2016, by **CALATLANTIC GROUP, INC.**, a Delaware corporation authorized to do business in Florida, its successors, assigns and designees (the "**Declarant**").

RECITALS

- A. WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Osprey Landing was recorded on February 26, 2016 at Official Records Book 2608, Pages 4927 – 5013, inclusive, of the Public Records of Manatee County, Florida (the "**Declaration**"); and
- B. WHEREAS, Article XVI, Section 16.2 of the Declaration provides that the Declarant has a right to amend the Declaration without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots on the Property; and
- C. WHEREAS, Declarant has not yet conveyed 90% of the Lots on the Property; and
- D. WHEREAS, Declarant desires to amend the Declaration as provided herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

3. Common Property. Section 1.9 of the Declaration is hereby amended to include in the definition of "Common Property" or "Common Properties", any boundary wall or fence constructed in Tracts A, C or D. Any boundary wall or fence constructed in Tracts A, C or D shall be owned and maintained by the Association.

4. Shared Boundary Walls/Fences. Section 7.1 of the Declaration is hereby amended to add the following:

"Notwithstanding anything to the contrary in the Declaration, as amended, the costs to maintain, repair and replace any boundary wall or fence constructed between adjacent Lots, shall be shared equally amongst the adjacent Lot Owners (i.e. the Lot Owners for Lot 19 and Lot 24 shall equally share in the costs to maintain, repair and replace the boundary wall or fence constructed between the two Lots)."

5. Fences, Walls and Hedges. Section 3.12.1.27.4 of the Declaration is hereby deleted in its entirety.

6. Effect of Amendment. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein, and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety. This First Amendment shall be effective immediately upon its recording in the Public Records of Manatee County, Florida.

[Signature on following page.]

IN WITNESS WHEREOF, Declarant has executed this First Amendment effective the date and year first above written.

WITNESSES:

CALATLANTIC GROUP, INC., a Delaware corporation authorized to do business in Florida

Garth Noble
Name: Garth Noble

By: [Signature]
Print Name: Tom Spence
Title: Operational Vice President
(SEAL)

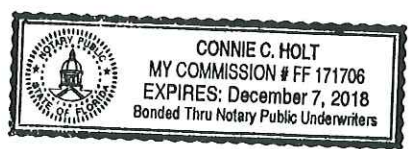
Rachel McKeever
Name: Rachel McKeever

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CALATLANTIC GROUP, INC., a Delaware corporation authorized to do business in Florida, on behalf of such entity, as Declarant hereunder. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:
(AFFIX NOTARY SEAL)

Connie C. Holt
(Signature)
Name: CONNIE C. HOLT
(Legibly Printed)
Notary Public, State of Florida



FF171706
(Commission Number, if any)