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RECORDED FOR THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
FISHHAWK RIDGE TOWNHOMES**

WHEREAS, Fishhawk Communities Limited Partnership, a Florida Limited Partnership and Westfield Homes of Florida, a Florida General Partnership, are the Declarant of the Declaration of Covenants, Conditions and Restrictions of Fishhawk Ridge Townhomes (the "Declaration"); and

WHEREAS, the Declaration provides for the creation of the FishHawk Ridge Association, Inc. (the "Association"); and

WHEREAS, the Declaration was recorded in Official Record Book 13589, Page 1737 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declarant constitute all the Members of the Association and by their signature below hereby approve of this First Amendment; and

WHEREAS, the Declarant and the Association desire to amend the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

I. Article II, Section 11 is hereby amended by the addition if the following:

"(e) Termite Damage. In the event any Lot shall incur termite damage, the Association reserves the right to coordinate and supervise all such repairs. Any expenses related thereto that are undertaken by the Association shall be considered subject to a special assessment and divided equally among the number of lots in each building that are required to be treated. The Association also reserves the right to assess Owners of such Lots for the renewal of any warranty upon the expiration of the original policy or treatment. Nothing herein shall be deemed to be a warranty against physical damage caused by the infestation of termites, nor an obligation of the Association to repair such damage."

II. Article III, Section 2 is hereby amended by the addition of the following:

"Subject to notice and hearing as may be required by law, the Association's right (i) to suspend any Owner's right to use the Common Property and any such recreational or other facilities (other than private streets) for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations; and (ii) to fine an

Owner, tenant, guest or invitee of an Owner, not to exceed the maximum amount allowed by law, from time to time. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.”

IV. Article IV, Section 8 is hereby amended by the addition of the following:

“(f) The weight limit for all pets shall be 25 pounds per pet. Any Owner having a pet weighing more than 25 pounds at the time such Owner moves into a home purchased from Declarant (but not from any other seller) may retain such pet until the pet is no longer kept on the Lot (by reason of death or otherwise), after which time any additional or replacement pet shall be limited to 25 pounds or less.”

V. Article IV, Section 24 is hereby deleted in its entirety and replaced by the following:

“Section 24. **Athletic Equipment/Temporary Structures.** No temporary structure, such as but not limited to, basketball goals (either portable or permanent), baseball or tennis pitching machines, trampolines, skate board equipment, nets or batting cages, or playground equipment, shall be permitted on any Lot at any time, or used on any Lot at any time. With the exception of household barbecue grills containing propane tanks located on rear patios, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Lot.”

VI. Article IV, Section 33 is hereby amended by the addition of the following paragraph:

“(h) The Association may charge a reasonable fee for the review of any application for a lease, in an amount which may be established from time to time by the Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.”

VII. Article IV, Section 36 is hereby amended by the addition of the following paragraph:

“Section 36. **Hurricane Shutters.** Any hurricane shutters or other protective devices visible from outside a home shall be of a type as approved in writing by the Architectural Control Committee. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or utilized up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

VIII. Article V, Section 4 is hereby amended to strike the reference to Article VIII, Section 6 and replace it with "Article VIII, Section 7 in the last paragraph of such Section 4.

IX. Article IX is hereby amended by the addition of the following Section 8:

"Section 8. **Metering.** The Declarant has the right to install a master water meter with individual meters for each Lot to include monitoring devices for allocation of fees and costs for water and sewer. Such costs may or may not include those imposed by governmental agencies pertaining to such sub-metering, such as water testing and reporting requirements. All expenses related thereto shall be secured individually from the Owner of each respective Lot, and the Association shall invoice each Owner monthly for such expenses. Metering provided by the Declarant and the Association does not constitute a "utility" as defined by law. Should any Owner become delinquent in the payment of any such water or sewer fees charged to the Owner's respective Lot, the Association has the right to secure payment of such delinquent fees through a lien upon the Lot against which each delinquent charge is made, and such lien will continue until all charges and costs are paid in full. The Declarant and the Association shall have the right to contract with third parties for the billing and collection of water and sewer."

IN WITNESS WHEREOF, the Association, joined by the Declarants, have executed this First Amendment as of the 20th day of September 2004.

FISHHAWK RIDGE ASSOCIATION, INC.

Barbara C. Daly
Print name: Barbara C. Daly
Brian Rene
Print name: Brian Rene

By: [Signature]
Its: PRESIDENT

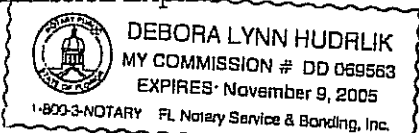
[CORPORATE SEAL]

STATE OF FLORIDA)
) §.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2004, by Barry I. Karpay, as President of Fishhawk Ridge Association, Inc., on behalf of the corporation. He/she is personally known to me.

Debra Lynn Hudalik
NOTARY PUBLIC
State of Florida at Large [SEAL]

My Commission Expires:



By: Barbara C. Daly
Print Name: Barbara C. Daly

WESTFIELD HOMES OF FLORIDA
a Florida general partnership

By: WESTFIELD HOMES OF FLORIDA,
INC., a Delaware corporation, its managing
general partner

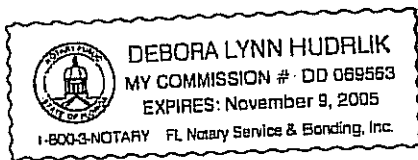
By: Brian Rene
Print Name: Brian Rene

By: David Pelletz
Print Name: DAVID PELLETZ
Its: President
Address:
5100 W. Lemon St., Suite 306
Tampa, Florida 33609

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of Sept, 2004,
by David Pelletz as President of Westfield Homes of Florida, Inc., a Delaware corporation, managing
general partner of Westfield Homes of Florida, a Florida general partnership, on behalf of the
corporation and the partnership, he is personally known to me or who produced
_____ as identification.

(NOTARIAL SEAL)



Debora Lynn Hudrik
NOTARY PUBLIC
Name: DEBORA LYNN HUDRLIK
Serial #: DD 069563
My Commission Expires: 11-09-05