

(FH7)

DECLARATION

OF COVENANTS, RESTRICTIONS AND EASEMENTS

**RICHARD AKE**  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

FOR FISHHAWK RANCH

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FISHHAWK RANCH (hereinafter referred to as "Declaration") is made this 10th day of July, 1997, by FISHHAWK COMMUNITIES LIMITED PARTNERSHIP, a Florida Limited Partnership (hereinafter referred to as "Declarant").

Recitals:

WHEREAS, the Declarant is the owner of certain property in Hillsborough County, Florida (the Property), more particularly described on Exhibit A attached hereto and made a part hereof;

WHEREAS, the development of Fishhawk Ranch will occur in phases over a period of years;

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon the Property to protect its value and desirability;

WHEREAS, the Declarant intends to develop the property into a residential community to consist of single family homes, which development shall be known as Fishhawk Ranch (hereinafter referred to as the "Development" or "Fishhawk Ranch"). Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Fishhawk Ranch, the planned unit development made subject to this Declaration, by the recording of this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of Fishhawk Ranch and the interrelationship between the Association (as hereinafter defined) established pursuant to this Declaration. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other properties described in this Declaration.

WHEREAS, The Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined). The covenants, restrictions and easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each

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W/C

Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

NOW, THEREFORE, the Declarant hereby declares that the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions and Easements, shall have the following meanings:

1.01 Association. "Association" shall mean and refer to Fishhawk Ranch Homeowners' Association, Inc., a Florida Not For Profit Corporation, its successors and assigns.

1.02 Board. "Board" shall mean and refer to the Board of Directors of the Association.

1.03 By-Laws. "By-Laws" shall mean and refer to the By-Laws of the Association, as they may be amended from time to time.

1.04 Commencement Date. "Commencement Date" shall mean and refer to the date on which the Declaration is recorded in the Public Records of Hillsborough County, Florida.

1.05 Common Property. "Common Property" shall mean and refer to all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners. Property which is conveyed by the Declarant to Fishhawk Community Development District shall not be deemed common Property.

1.06 Community Development District. The Community Development District shall mean and refer to the Fishhawk Ranch Community Development District.

1.07 Declarant. "Declarant" shall mean and refer to Fishhawk Communities Limited Partnership, a Florida Limited Partnership, and its successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", or the real property which is intended to become part of the Development, and provided

further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A", attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.08 Development-Wide Standard. "Development-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board and/or by committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Development-Wide Standard originally established by the Declarant.

1.09 Lot. "Lot" shall mean and refer to any parcel of land shown on the recorded plat of Fishhawk Ranch as recorded in the Public Records of Hillsborough County, Florida, which is intended for the construction of a residential dwelling and which is not Common Property or portions, if any, marked acreage.

1.10 Member. "Member" shall mean and refer to any member of the Association.

1.11 Membership. "Membership" shall mean and refer to the collective total of all Members of the Association.

1.12 Occupant. "Occupant" shall mean and refer to any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.13 Owner. "Owner" shall mean and refer to the fee simple record owner (including Declarant), whether one or more persons or entities, of any Lot; excluding any person or entity that has an interest in a Lot merely as security for the repayment of a loan or the performance of an obligation.

1.14 Property. "Property" means that certain real property hereinabove described together with such additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of Article X hereof.

1.15 Residence. "Residence" shall mean a structure situated upon a Lot intended for independent use and occupancy as a residence for a single family. A structure and the land owned as a part thereof (the Lot) shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a prerequisite to the

occupancy of such Residence. The Owner of a Residence shall notify the Association or its designee immediately upon issuance of a Certificate of Occupancy for the Residence.

1.16 Restrictions. "Restrictions" shall mean and refer to all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration, as it may be amended from time to time.

1.17 Fishhawk Ranch. "Fishhawk Ranch" shall mean and refer to Fishhawk Ranch, the planned unit development made subject to this Declaration.

1.18 Structure. "Structure" shall mean and refer to:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.17 applies to such change.

## ARTICLE II Common Property

2.01 Conveyance of Common Property.

(a) The Declarant may from time to time convey to the Association or grant easements to the Association, at no expense to the Association, and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners of Residences (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.