

Prepared by and  
return to:  
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Tampa, Florida 33602

RECORDED FOR THE RECORD OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

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RICHARD AKE CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK A Scott

**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 of 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 20<sup>th</sup> 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]

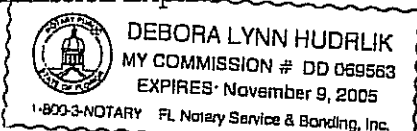
STATE OF FLORIDA )  
 ) §.  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> 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:



FISHHAWK COMMUNITIES LIMITED PARTNERSHIP,  
a Florida limited partnership

By: GENSTAR LAND COMPANY, LLC.,  
a Delaware limited liability company,  
Its: General Partner

Sharon Maddix  
Print name: Sharon Maddix

Amanda L Fessenden  
Print name: Amanda L Fessenden

By: [Signature]

Name: W. Don Whyte

Its: Sr. Vice President

Address: 1137 Marbella Plaza Drive  
Tampa, Florida 33619

[CORPORATE SEAL]

STATE OF Florida )  
COUNTY OF Hillsborough ) §.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2004,  
by W. DON WHYTE, as Sr. Vice President of Fishhawk Communities Limited Partnership, a  
Florida limited partnership, on behalf of the partnership. He/she is personally known to me.

[Signature]  
NOTARY PUBLIC  
State of FLORIDA at Large [SEAL]

My Commission Expires:



LORENA DONALDSON  
NOTARY PUBLIC-STATE OF FLORIDA  
COMMISSION # CC 922516  
MY COMMISSION EXPIRES MARCH 5, 2005

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

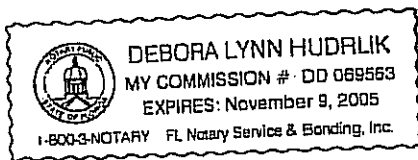
By: David Pelletz  
Print Name: DAVID PELLETZ

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 20<sup>th</sup> 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 HUDRIK  
Serial #: DD 069563  
My Commission Expires: 11-09-05

This instrument prepared by:  
Douglas C. Roland, Esq.  
Brickleyer Smolker & Bolves, P.A.  
500 E. Kennedy Blvd., Suite 200  
Tampa, Florida 33602

INSTR # 2004073563  
O BK 13589 PG 1737  
Pgs 1737 - 1800: (64pgs)  
RECORDED 03/01/2004 10:53:55 AM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK S Edson

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF FISHHAWK RIDGE TOWNHOMES

THIS DECLARATION is made this 12<sup>th</sup> day of February, 2004 by FISHHAWK COMMUNITIES LIMITED PARTNERSHIP, a Florida limited partnership, hereinafter called "FishHawk," and WESTFIELD HOMES OF FLORIDA, a Florida general partnership, hereinafter called "Westfield."

WITNESSETH:

WHEREAS, FishHawk and Westfield are the Owners of certain property in Hillsborough County, Florida, which is more particularly described as FishHawk Ranch Townhomes Phase I, as described on the map or plat thereof recorded at Plat Book 97, Page 30, et seq. ("the Plat") of the Public Records of Hillsborough County, Florida (the "Property" or "Townhomes"); and

WHEREAS, the Property is subject to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Restrictions and Easements for FishHawk Ranch, dated July 10, 1997, and recorded in O. R. 8632, Page 1126 of the public records of Hillsborough County, Florida, as amended from time to time; and

WHEREAS, for the purposes stated hereinafter, FishHawk and Westfield desire to impose upon the Property certain additional covenants, conditions and restrictions which will touch and concern the Property and are intended to be covenants running with the land.

NOW, THEREFORE, FishHawk and Westfield hereby declare that all of the Property above described shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part

thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I DEFINITIONS

The following words or letters when used in this Declaration (unless the context shall prohibit) shall have the following meanings. All words shall have the same meanings as provided in the Master Declaration.

Section 1. "Architectural Control Committee" means such committee as created and defined in Article VI hereof.

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association attached hereto as Exhibit "A", together with any recorded amendments thereto and such are incorporated herein by reference.

Section 3. "Association" shall mean and refer to FishHawk Ridge Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit "B", together with amendments thereto and such are incorporated herein by reference.

Section 6. "Declarant" shall mean and refer to FishHawk Communities Limited Partnership, a Florida limited Partnership, its successors and assigns, as to Lots under its ownership, and Westfield Homes of Florida, a Florida general partnership, as to Lots under its ownership. "Declarants" shall refer to both FishHawk and Westfield collectively.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Fishhawk Ridge Townhomes.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property with the exception of the Common Areas.

Section 9. "Master Association" shall mean and refer to FishHawk Ranch Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 10. "Master Declaration" shall mean and refer to the Declaration of Covenants Restrictions, and Easements for FishHawk Ranch, recorded at O. R. Book 8632, Page 1126 of the Public Records of Hillsborough County, Florida, as may be amended from time to time.

Section 11. "Member(s)" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and the Articles of Incorporation and the Bylaws of the Association. References herein to "members" shall mean "Members" and vice versa.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Property" shall mean and refer to that certain real property hereinabove described, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by recording supplemental Declarations.

Section 14. Other Capitalized Terms. Other capitalized terms may be used in this Declaration, whose definitions shall be found in the other text hereof. Such defined terms shall have the same meaning throughout this document as they are defined in the text of this document.

## ARTICLE II PROPERTY RIGHTS

Section 1. Common Area. "Common Area" as used herein means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association or dedicated on the plat of the Property for the common use and enjoyment of all Owners. Tracts A and C shall be owned by the Association, but use and access shall be limited to Members and Owners (together with their respective tenants and invitees) of Townhomes, except as otherwise expressly provided herein. All other Common Area as shown on the plat of the Property may be delegated to others, as more fully described in Article X, Section 3 hereof.



**Section 2. Community Development District Property.** As provided in the Plat, Tracts B-1, B-2, B-3, B-4, B-5 and D-1 and drainage easements shown on the Plat shall be granted to the FishHawk Community Development District by FishHawk.

**Section 3. Utility Easements.** Public Utilities serving the Property and Lots, have been, or will be, installed underground within Tract A and within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property and a permanent, perpetual and non-exclusive easement for utilities over the Property is hereby granted to the providers of utility (including Hillsborough County and any other governmental agency) service to the Property. Any and all use of utility easements shall be in accordance with the applicable provisions of this Declaration. If any wall or fence is installed by any Declarant, or any home builder over any public utility easement, such installation is at the risk of the party making the installation and the public utility shall have no obligation to restore the wall or fence to its condition prior to any construction work by the provider of the utility.

**Section 4. Public Easements.** Fire, police, health, sanitation, (including trash collection), cable, communications, drainage and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Property, the Common Area and each Lot.

**Section 5. Association's Right of Entry.** The Association's duly authorized representatives, contractors or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association, including the duties of maintenance as set out herein.

**Section 6. Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 4 above. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 7. Private Streets.**

(a) Declarants hereby grant to fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles, a permanent and perpetual

easement for ingress and egress over and across the Common Areas, including any private streets within the Property.

(b) Declarants hereby grant to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and nonexclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

**Section 8. Operation of Gated Entries.** By acceptance of a deed to a Lot within the Property, each Owner agrees that the Association and the Declarants have no obligations whatsoever for providing protection to persons on the Property. Owners further acknowledge and agree that an entrance gate does not guarantee the Owners' personal safety or security of Owners' Property. Owners acknowledge that the Declarants and the Association have no control over said gates and Owners hereby release Declarants and the Association from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their Property, because a gate in and of itself will not protect Owners from and against said risks and dangers. Owners further agree that the Declarants and the Association shall have no obligation whatsoever for providing protection to Owners or the Property from conditions existing within public or private streets, parks or Common Areas. Owners agree that the Declarants and the Association shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of a gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate.

**Section 9. Liability of Association.** Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (hereafter, collectively the "Association Documents"), neither the Association nor the Declarants nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, Owner, occupant or user of any portion of the Property or improvements thereon, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities;

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason;

(d) each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article; and

(e) the Property may contain recreation areas/open spaces, and water areas and other natural elements which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and easements, which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this Article, "Association" shall include within its meaning the Declarants, and the directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of the Association and the Declarants.

Section 10. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article or by any supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such supplemental Declaration, unless this Article, or such supplemental Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

## Section 11. Maintenance.

(a) Responsibility of Association. The Association shall provide grounds maintenance, exterior painting, and at the times determined by the Board of Directors of the Association, replacement of all of the shingles upon each Lot, and each Lot is subject to an Annual Assessment (and Special Assessment if necessary) for such maintenance as provided in this Declaration, as the case may be, as follows: (i) the exclusive right to conduct grounds maintenance, hereinafter defined as mowing, blowing, edging, fertilization, insect, weed and disease control, irrigation and maintenance of lawns; trimming and replacement of trees, shrubs and landscaped areas, including any partially enclosed front yards of Lots, walks, fences, walls and hedges (if any); removal of debris from gutters; maintenance, repair and replacement of the subdivision entry security gate, and other exterior improvements in the Common Area installed by a Declarant; (ii) the exclusive right to painting and repair of exterior building surfaces at the times determined by the Board of Directors of the Association; (iii) the exclusive right to replace all shingles on all residential buildings, (iv) repair, replacement, and maintenance of the utility easements located under each Lot, including, but not limited to water and sewer lines or pipes, fire hydrants, wells, lift stations, pumping stations, building sewage disposal plants, other utility plants and other appurtenant facilities lying within or upon the Property; and (v) the right to repair, replace and maintain irrigation systems on or under the exterior of each Lot and within any irrigation easement or wall easement. The Association's duty of exterior maintenance does not include: glass surfaces, replacement of exterior doors, gutters or any trees, shrubs, lawns or landscaped areas within an enclosed patio or fully enclosed entry area including the enclosed rear patios of Lots, except that the Association will maintain and replace any hedge or other landscaping installed by Declarant along the boundary between any Lot and the Common Area, if any. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or

entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. All maintenance performed by the Association shall be at least up to the "Development Wide Standards" as defined in the Master Declaration. Such standard may be more specifically determined by the Board and/or committees required or permitted to be established pursuant to this Declaration or the By-Laws. The Association shall have sole discretion as to the timing and necessity of maintenance activities.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair and replacement of all glass surfaces on said Lot; (ii) repair and replacement of all exterior doors; (iii) repair and maintain all caulking around exterior doors, windows and vents; (iv) repair and maintain gutters (other than removal of debris therefrom); (v) inspect and repair all cracks in cementitious texture surfaces; (vi) inspect and repair all cracks or peeling exterior paint; (vii) replace any trees, shrubs, lawns or landscape areas within a fully enclosed patio or entry area, if any, including the rear patios of an Owner's respective Lot; (viii) maintain, repair, or replace damage resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (ix) repair or replace any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any guest, tenant or other invitee of such Owner; (x) repair, replace and maintain additional landscaping installed by an Owner within a fully enclosed patio or entry area, including the enclosed rear patio of an Owner's Lot; (xi) clean walks or driveways when such cleaning is necessary as determined by the Association, and the cleaning is necessitated by excessive wear or staining; and (xii) roof repair (other than replacement of all of the shingles thereon required by the Association) and maintenance, including but not limited to, such repairs and maintenance as may be necessary to stop or prevent leaks and removal of mildew, algae and other stains. The owner shall be responsible for removing any staining of a residence or paved area, which may be caused due to water quality or irrigation system. The Association may require from time to time, that owners adopt systems to prevent stains (such as automatic de-ionization systems). No owner with a townhome adjoining a lake may utilize the lake to irrigate unless provided by Declarant as part of the original construction, subject to applicable permitting. All maintenance performed by the owner shall be at least up to the Development Wide Standards, as defined in the Master Declaration.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area, if any, on such Owner's Lot that

the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any guest, tenant or other invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; (v) the Owner fails to comply with any of the maintenance requirements set forth in subparagraph (b) immediately above; and (vi) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-six percent (66%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(d) Exterior Maintenance Assessment. An annual exterior maintenance assessment to provide and be used for the exterior painting and grounds maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including replacement of all shingles thereon and building painting, together with reserves for any and all of the foregoing, shall be assessed against each Lot as more fully described in Article VIII hereof.

### ARTICLE III GENERAL PROVISIONS

**Section 1. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**Section 2. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by this Declaration or the Association Documents. Failure of either Declarant, the Association or any Owner or Member to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarants, the Architectural Control Committee, the Association or any

Member or Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including, but not limited to, attorneys' fees relating to such action and any appeals thereto, as well as other appellate costs, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarants nor the Association shall have any obligation to indemnify or reimburse either party to such action.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section 4. Duration.** This Declaration, inclusive of all easements reserved by or on behalf of the Declarants or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

**Section 5. Amendment.** This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by two-thirds (2/3) of each class of Members. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as a Declarant shall own any Lot or have the right to subject additional property to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of a Declarant under this Declaration.

Notwithstanding any provision of this Section to the contrary, the Declarants hereby reserve and shall have the right to amend this Declaration, from time to time, for a period of two (2) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of the Property. Any such amendment shall be executed by the Declarants and shall be effective upon its recording.

No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment.

Any amendment of these documents which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District, but no record of such approval shall be required to be recorded with the amendment.

Every purchaser or guarantor of any interest in real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

**Section 6. FNMA/FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA):

- (a) Mortgaging of Common Area;
- (b) Dedication and conveyance of Common Area;
- (c) Annexation of additional Property;
- (d) Amendment of this Declaration of Covenants, Conditions and Restrictions; or
- (e) Merger, consolidation and/or dissolution of Sandhill Villas Association, Inc.

**Section 7. Notice to Lenders.** Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;



(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**Section 8. Association Information.** Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners, mortgage holders, insurers or guarantors of any mortgage, current copies of this Declaration, the Master Declaration, Articles of Incorporation and Bylaws of the Association, any rules and regulations concerning the Property, all amendments thereto, and the books, records and financial statements, for the immediate preceding fiscal year of the Association.

**Section 9. Effective Date.** This Declaration shall become effective upon its recordation in the Hillsborough County Public Records.

**Section 10. Encroachment Easements.** In the event that any Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any Common Area shall encroach upon on any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

**Section 11. Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or Bylaws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern. In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Master Declaration of Covenants, Conditions and Restrictions, the Master Declaration shall govern.

**Section 12. Interpretation.** When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa, and one gender shall include both genders. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

**Section 13. Additional Land.** The Declarants reserve the right to annex additional land, and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration without the approval of Class A

membership. Upon filing of a supplemental Declaration, the Lot Owners of the annexed real property shall be Members of the Association and Master Association and shall enjoy all the rights and privileges thereto, including the use of Common Areas and recreational facilities.

**Section 14. Consent of Mortgagees.** The undersigned mortgage holders hereby join in and consent to the recording of this Declaration, and agree that the liens of their respective mortgages are subordinate and inferior to the Declaration.

**Section 15. Mortgage or Conveyance of Common Area.** The Common Area, or any part of the Common Area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of the Members in writing or by vote at a meeting at which a quorum is present.

#### ARTICLE IV USE RESTRICTIONS

**Section 1. Use.** No Lot shall be used except for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two (2) stories, patios, porches, landscaping, walls, and sidewalks appurtenant thereto. Carports are not permitted. All such improvements must be approved in writing by the Architectural Control Committee prior to commencement of construction or addition of any landscaping.

**Section 2. Outbuildings Prohibited.** No structure of a temporary character, trailer, tent, shack or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. No storage buildings shall be permitted. However, the provisions of Sections 25 and 26 of this Article shall supersede this section.

**Section 3. Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of porches, patios and lanais shall be not less than 1,200 square feet. Living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.

**Section 4. Minimum Lot Size.** The minimum lot size shall be 1,094 square feet, or 16.33 feet wide by 67.00 feet deep. No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot be used to

increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarants. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarants.

**Section 5. Setbacks.** The minimum setback lines imposed by Hillsborough County are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. Minimum setbacks shall be twenty-five (25') feet from the exterior boundary of the Property and twenty (20') feet between buildings. No dwelling or other structure shall be erected in violation of zoning ordinances. These setbacks may be decreased by up to 25% if approved by Hillsborough County and the Architectural Control Committee in accordance with adopted regulations. Extended patios or lanais on any Lot may be constructed only by the Declarant and at the time of initial construction of a unit. Said patios and lanais shall be subject to the setback requirements imposed by Hillsborough County at the time of initial construction.

**Section 6. Nuisance Prohibited.** No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraphs 26 and 27 of this Article. Each Owner shall refrain from any act or use of his Lot or any Common Area that could reasonably cause embarrassment, discomfort, annoyance or a nuisance to another Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot or Common Area. Activities that could possibly damage buildings (e.g., golf) are strictly prohibited. Common parking areas shall be kept free of trash and debris at all times. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles (including oil changes) and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by a Declarant or builder in connection with construction work and activities engaged upon any Lot.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Property. Notwithstanding the foregoing, no pit bulls or rotweillers shall be permitted and the following shall apply with regard to any pet which is allowed to be kept in or on a Lot:

(a) Owners of a cat or dog shall be required to keep same on a leash at all times unless kept in an enclosed area.

(b) Owners of a cat or dog shall be required to remove immediately all forms of cat waste and dog waste from the Property, including but not limited to lawns, walks, driveways, and parking areas, and such pets shall not be allowed to deposit waste in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

(c) No pet will be allowed which creates excessive noise, emits noxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.

(d) Any Owner of a pet allowed hereunder who is the subject of three (3) justifiable complaints of violation hereunder shall permanently remove the pet from the Owner's Lot upon notice of same from the Board of Directors or the Association's management company, and said owner shall not be allowed to have any pets within the Lot at any time thereafter, except upon the express written consent of the Board of Directors.

(e) No more than a total of two (2) cats, dogs, or birds may be kept on any Lot.

**Section 9. Signs.** No signs of any kind, including "For Rent", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than four square feet in size, which shall only advertise the property for sale; and except for signs approved by Declarants used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Paragraph 25 herein are exempt from

this Section 9. The Association may establish architectural control guidelines regarding the exact location of all signs within the Property.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted provided they have received prior approval from the ACC and otherwise comply with Federal regulation and limitation thereof. Owners shall attempt to screen such devices from view, if possible, in order to keep the Property free from unsightly television reception devices.

**Section 11. Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown on the recorded subdivision plat(s) of the Property. Within these easements, no structure, walls, fences, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

**Section 12. Trees.** In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill, removal, or cutting of trees shall be performed in violation of law or of this Declaration or without the prior approval of the Architectural Control Committee.

**Section 13. Fences, Walls, and Hedges.** Fences, walls, and hedges of any kind are not permitted within the Property, unless constructed or installed by the Declarant.

**Section 14. Sidewalks.** Simultaneously with the construction of a dwelling on any Lot, a four (4) foot wide concrete sidewalk shall be installed at the expense of the Declarant according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with site plan of such Lot approved by the Architectural Control Committee.

**Section 15. Commercial Uses.** No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Hillsborough County as a Home Occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except as set forth in Paragraphs 25 and 26 of this Article.

**Section 16. Appearance of Lots.** No Lot, Common Area, common parking areas or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improved or unimproved, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner at dumpster locations. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

**Section 17. Lot Upkeep and Maintenance.** Except for the maintenance responsibilities of the Association, all Lot Owners with completed residences thereon shall keep and maintain the exterior of all buildings, structures and improvements located on the Owner's Lot, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation the painting, repairing, replacing and caring for gutters (other than debris removal therefrom), downspouts, exterior building surfaces, lighting fixtures, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

**Section 18. Mailboxes.** The Association for the benefit of Owners shall maintain mail kiosks. No individual mailboxes shall be permitted on a Lot.

**Section 19. Vehicles.**

(a) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, or bus shall be permitted to remain on any Lot or street within the Property. Commercial vehicles as defined herein and any truck or vehicle greater than three-quarter (3/4) ton capacity, which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the Property except on a temporary, short-term basis as defined herein. Any vehicle three-quarter (3/4) tons or less that has signage or other advertising or commercial

displays affixed thereto, that is used as a daily mode of transportation, may be parked within the Property. All motor vehicles permitted to be on a Lot must park at all times on pavement in a dedicated parking location, and shall not park on the grass or non-paved area of the Lot. Overnight parking on the street is strictly prohibited.

(b) No motor bike, motor scooter, moped, dual axel vehicle, ATV (all terrain vehicles) or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or the like, may be operated within the Property or permitted to be parked or stored on any Lot, or other residential property, street, road or any other part of the Property. Notwithstanding the foregoing, motorcycles licensed or registered with the State of Florida to operate on public roads and used as a daily mode of transportation may be operated or parked (for ingress or egress purposes only) within paved areas of the Property. This section shall not be applicable to Declarants.

(c) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours in duration, of commercial or recreational vehicles belonging to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery, respectively, of materials from and to dwelling units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots, other residential property or Common Areas) and commercial and recreational vehicles belonging to or being used by Owners for loading or unloading purposes only.

(d) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle greater than three-quarter (3/4) ton capacity with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short-term basis only.

(e) Each Lot shall be assigned one (1) designated parking space, and parking therein shall be reserved solely for the Owner of said Lot. Parking of additional Owner or guest vehicles in non-assigned, designated parking spaces shall be on a first come, first serve basis.

(f) There shall be no parking on any grass, landscaped area, sidewalks or any portion of a Lot or Common Area. At no time shall any vehicle block access to a trash receptacle (dumpster), mail kiosk or Common Area. Parking shall only be permitted within designated parking spaces lying within Tract A. The Association has the sole, full and complete control over the use of Tract A for parking and other purposes.

(g) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense necessary to recovery of the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

**Section 20. Initial Construction, Repair and Rebuilding.** Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than nine (9) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within nine (9) months, the owner thereof shall raze or remove the same promptly from such Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty shall apply to the Architectural Control Committee for approval for reconstruction, rebuilding or repair.

**Section 21. Yards/Additional Landscaping.** No Owner shall be permitted to install any additional landscaping anywhere on the Property. The front yard of each residence constructed on a Lot shall remain grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by a Declarant utilized an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized unless otherwise approved by the Architectural Control Committee. Nothing herein shall be deemed to prohibit the use of Xeriscape as defined in the Florida Statutes.



**Section 22. Window Air Conditioners.** No window air conditioning unit shall be permitted.

**Section 23. Street Lighting.** Each Lot is subject to the power and authority of the Lighting District created by Hillsborough County. If at any time hereafter Declarants request that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as otherwise provided by law, all Owners of such Lots will upon written request by Declarants: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) join in any petition to annex contiguous property to the street lighting district.

**Section 24. Basketball Goals/Playground Equipment.** Basketball goals, hoops and standards, either temporary or permanent, or playground equipment may not be installed, located, or used within the Property.

**Section 25. Holiday Lights and Other Lighting.** Holiday lighting and decoration shall be permitted to be placed upon the exterior portions of a residence and upon the lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting shall be removed. Lighting and decoration for any holiday other than that referenced above shall be permitted commencing 15 days prior to said holiday and continuing for 15 days following said holiday, after which time said lighting and decoration shall be removed. The ACC may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

**Section 26. Exemption of Declarants.** Nothing contained in this Declaration shall be interpreted or construed to prevent a Declarant, or its designated assigns, contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by such Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of a Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Property. All

provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to a Declarant and its designated assigns.

**Section 27. Exemption of Declarants and Designated Builders.** Every person, firm or corporation purchasing a Lot recognizes that Declarants or home builders designated as approved builders within the Property (hereafter, a "designated builder") shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities, or general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by a Declarant or designated builder;

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in Subsections 26(a) and (b) above; and

(d) Declarants and designated builder's rights under the preceding sentence shall terminate when the last lot is sold by a Declarant or a builder to a homeowner, unless prior thereto any such party has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to a Declarant's or builder's sales activity relating to the Property, but shall benefit Declarants or builder in the construction, development and sale of such other property and Lot which a Declarant or builder may own. All provisions of this Declaration in conflict with this section shall be deemed inoperative as to a Declarant or a designated builder.

**Section 28. Front Doors.** The front door of each residence constructed on a Lot shall be maintained in an attractive manner. No screen doors shall be permitted.

**Section 29. Window Coverings.** All interior window coverings which are visible from any street shall be white or of a color and material consistent with the outside color of the residence.

**Section 30. Swimming Pools, Hot Tubs and Screened Enclosures.** No swimming pools or hot tubs may be installed on any Lot. Screened enclosures may be erected with prior Association approval pursuant to the guidelines established in Article IV, Section 5. Notwithstanding the foregoing, all concrete slabs for patios and screened enclosures must be poured by the Declarant at the time of initial construction of a home.

An owner may add the screened structure at a later date with approval of the Association. The pouring of concrete slabs after initial construction has been completed shall be prohibited.

**Section 31. Outdoor Clotheslines.** No outdoor clothesline, of any kind whatsoever, temporary or permanent shall be permitted on any Lot, unless the lines are not visible from the exterior of the Lot.

**Section 32. Damage to Buildings.** In the event a dwelling unit located on a Lot is damaged through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

**Section 33. Leases.** In order to keep the Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Any Lease of a Lot shall be in writing and shall comply with the remaining provisions of this Section 33.

(b) An Owner desiring to enter into a Lease of his Lot shall provide a copy of a tenant profile form, if any, and the lease to the Association, and the Association shall have the right to approve the lease form prior to its use. In order for a lease to be approved, it shall have at a minimum, the following terms and conditions: (i) the lease term shall not be for less than seven (7) months; (ii) the lease shall be only for the entire Lot; (iii) no tenant shall be permitted the use of more than two parking spaces; (iv) every lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration.

(c) Any Owner who has leased his or her Lot shall provide to the Association (a) the name, address and telephone number of the tenant; (b) a copy of the signed Lease; and (c) the year, make, model and license plate number of all vehicles owned by such tenant, not later than the date of occupancy by the tenant.

(d) No tenant shall be entitled to use the recreational facilities or Common Property of the Association until the Owner has complied with this Section 33.

(e) The use of the Common Areas and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant excludes

the right of the Owner to use such Common Areas and recreational facilities during the period of the lease.

(f) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(g) No more than two (2) leases shall be approved within a twelve-month period.

**Section 34. Master Association Restrictions.** The covenants contained in the Master Declaration, the "Development-Wide Standards" (as defined therein), and any additional use restrictions from time to time adopted by the Master Association which are applicable to the Property (collectively, the "Master Association Restrictions") are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Master Association Restrictions incorporated herein by reference, the more restrictive restriction as determined by the Association in its sole discretion shall control for purposes of this Declaration.

**Section 35. Drainage Easements.** The Plat reflects certain areas as "Drainage Easement". The Plat provides the following in regard to these areas and each Owner of a Lot is subject thereto:

"Permanent drainage easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges and landscaping plants, other than grass, except as approved by the County Administrator."

Absolutely no fishing, swimming, boating or other activity shall be permitted within any retention/detention areas or drainage easements.

## ARTICLE V INSURANCE AND CASUALTY LOSSES; CONDEMNATION

**Section 1. Insurance.** Insurance, other than title insurance, which shall be carried upon the Common Area, shall be governed by the following provisions:

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for personal liability, personal dwelling unit, personal property or living expenses of any Owner, but

the Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall insure Common Areas only, and shall not be required to insure buildings on individual lots.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire, flood (if necessary), hurricane, tornado, windstorm and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Property, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. If necessary, to meet the requirements of Law.

4. Directors and Officers Liability Insurance. Each member of the Board shall be covered by Directors and Officers liability insurance in such amounts and with such provisions as approved by the Board.

5. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within the Property as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

**Section 2. Reconstruction or Repair After Casualty.** The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Area shall be repaired or replaced.

**Section 3. Condemnation.** In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

**Section 4. Insurance on Lots.** Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

(a) Loss or damage by fire, flood (if necessary), hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the owner for the cost of same in accordance with Article VIII, Section 6, of this Declaration.

## ARTICLE VI ARCHITECTURAL CONTROL

**Section 1. Architectural Control.** The Property shall be subject to the architectural control provisions of this Declaration and of Article V of the Master Declaration. No dwelling, building, parking cover, shed, dock, structure, outbuilding, color change, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by

the Architectural Control Committee established pursuant to the Master Declaration. The Architectural Control Committee shall not be a committee of the Association. Rather, the members of the Architectural Control Committee shall initially be appointed (and removed) by FishHawk Communities. The address of the Architectural Control Committee is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. Once FishHawk Communities no longer owns or has any contractual right to lands within Fishhawk Ranch, the Board of Directors of the Master Association shall appoint (and remove) the members of the Architectural Control Committee. The procedures governing the submission of plans and applications for approval, fees, and duties of the Architectural Control Committee are set forth in the Master Declaration. The Architectural Control Committee shall from time to time adopt Design Guidelines (as such term is defined in the Master Declaration) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, and landscaping, as more particularly described in the Master Declaration.

Construction of the exterior and interior of any structure shall be completed within nine (9) months from the date of the commencement of construction thereof. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

## ARTICLE VII FISHHAWK RIDGE ASSOCIATION, INC.

**Section 1. Purpose.** The Association shall be formed to fulfill the duties described in this Declaration.

### **Section 2. Membership.**

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

**Section 3. Voting.** The Association shall have two classes of voting membership:

**Class A.** So long as there is Class B membership, Class A Members shall be all Owners, except the Declarants, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarants so long as such Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

**Class B.** The Class B Members shall be the Declarants and as long as there is a Class B voting membership the Declarants shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When Seventy-Five Percent (75%) of the Lots have been deeded to Owners other than Declarants; or

(b) When the Declarants waive in writing their rights to Class B membership.

**Section 4. Rights and Obligations of the Association.** Besides the maintenance and other responsibilities set forth herein, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority, utility or other entity. The Association shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by a Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate.

**Section 5. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Association rules.



**Section 6. Capital Improvements.** The Association may not expend funds for capital improvements without the prior approval of at least two-thirds (2/3) of those Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present, except for: (i) the replacement or repair of items installed by a Declarant as part of its development of the Property, if any; (ii) the repair and replacement of any personal property related to the Common Area; and (iii) expenditures for repair, maintenance, or replacement of roofs and other portions of residential dwellings which the Association is required to maintain, together with building painting of residential dwellings.

**Section 7. Personal Property.** The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in this Declaration and the Association Documents.

**Section 8. Association Rules.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 720, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

The Association's Rules shall include rules for the speed limits and traffic regulation on roadways in the common area, and rules for usage of the recreational facilities in the common area. The Association may contract with Hillsborough County for enforcement of traffic regulations on the common area roads, as provided by Section 316.006(3)(b), Florida Statutes. If the Association itself chooses to enforce traffic regulations, the regulations shall be enforced in the same manner as other rules and regulations of the Association, which is by fine and lien pursuant to Chapter 720, Florida Statutes.

**Section 9. Powers and Authority.** The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Association Documents and

this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners and Members. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Association rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Association rules and the Master Declaration.

**Section 10. Indemnification of Officers and Directors.** To the extent permitted by law, the Association shall, and all Owners hereby agree that the Association shall, indemnify each officer, director and employee, from any and all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were adverse to the Association or resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

## ARTICLE VIII ASSESSMENTS

**Section 1. Master Association Assessments.** Each owner is subject to such assessments as may be levied by the Master Association. Such assessments are in addition to and not in lieu of assessments of the Association.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** The Declarants, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, which assessments are established and shall be collected as hereinafter provided. The Annual, Special and Specific Assessments,

hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

**Section 3. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to Lot maintenance, acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of roads, shingles, painting, parking areas, mail kiosk, pool, cabana and any other recreation area improvements to any property which is the Association's obligation to repair, maintain, or replace as set forth in this Declaration; the enforcement of the Declaration and Association Documents; the enforcement of design standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of the entry gate; and the payment of all principal and interest when due and all debts owed by the Association.

**Section 4. Annual Assessment.** The Annual Assessment shall be used to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area and water management system, operating the entry gate, exterior maintenance of Lots referred to in Article II, Section 11 hereof, and those other responsibilities of the Association as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration.

**Section 5. Maximum Annual Assessment.** The initial Annual Assessment shall be fixed by the Board of Directors. Thereafter, at least thirty (30) days before the expiration of each calendar year, the Board will adopt a budget for the next year. The adopted budget will be mailed to any Owner within ten (10) days after written request for a copy. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the Annual Assessments in accordance with the approved budget will take effect on January 1 of the year immediately following the conveyance of the first Lot to an Owner without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect however,

the Board shall call a membership meeting for approval of the budget. In computing the applicable percentage of the new Annual Assessment for the above determination, any increase due to an increase in utility charges for the common areas, insurance premiums, or cable television charges shall not be included, but shall be automatically passed on as part of the Annual Assessment. Two thirds (2/3) of each class of those Members voting in person or by proxy and authorized to vote and voting at a meeting at which a quorum is present is sufficient for such approval, and the Annual Assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed Annual Assessment is disapproved, two thirds (2/3) of each class of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges, insurance premiums and cable fees. The Board may increase the Annual Assessment at any time during the year to provide for an increase in utility charges, insurance premiums or cable fees (if any) for the Common Area.

**Section 6. Special Assessments for Capital Improvements.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, as limited by the provisions of Section 6 of Article VIII. Any such Special Assessment may be payable in one or more installments, with or without interest, as determined at the meeting.

**Section 7. Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 720, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner. This shall also include charges for maintenance and replacement of any additional landscaping installed by or at the direction of such Owner on such Owner's Lot.

**Section 8. Property Taxes.** Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no

person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarants intend that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarants further intend that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

**Section 9. Notice for Any Action Authorized Under Article VIII.** Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 days nor more than 10 days in advance of the meeting.

**Section 10. Uniform Rate of Assessment.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Westfield Homes of Florida, Inc., so long as it is a Class B Member, shall be excused from the payment of Annual Assessments during such period of time as it contributes to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarants. FishHawk shall be exempt from all assessments. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction will change if additional land is added to the Property.

**Section 11. Accumulation of Funds Permitted.** The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount

of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

**Section 12. Date of Commencement.** The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration.

**Section 13. Certificate as to Status of Payment.** Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate which Assessments have not been reflected in the certificate, and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not so reflected.

**Section 14. Assessment Lien.** All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys, fees and paralegal fees, including those for trial and all appellate proceedings, plus any applicable sales or use tax thereon), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Associations lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

**Section 15. Effect of Nonpayment of Assessments:** Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. Any delinquent payment shall also be subject to a late fee of Twenty-Five Dollars (\$25.00). The Board

may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property involved. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 16. Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer upon foreclosure shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any lien holder on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

**Section 17. Initial Assessment for Capital Contribution.** At the first closing of a completed dwelling unit subject to this Declaration (and only at such first closing) the Declarant may collect, on behalf of the Association, a one-time contribution to the working capital of the Association. The amount of the contribution shall be as determined by the Declarant from time to time. This contribution shall be considered a Specific Assessment as described in Section 6 of this Article.

**Section 18. Homesteads.** By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

## **ARTICLE IX**

### **PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS**

**Section 1. General Rules of Law to Apply.** Each wall built as a part of any residential structure within the Property and placed on the dividing line between Lots and the roofs between Lots for attached units are considered to be a party wall or roof as

the case may be. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls and roofs.

**Section 2. Use of Party Walls.** Each Owner shall maintain his or her own Lot, including all boundary walls and fences (if any), sidewalks and balconies, in good repair. Those walls, structures, or fences, which may be constructed between two adjoining Lots and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Walls". The centerline of a Party Wall is the common boundary of the adjoining Lot. The cost of maintaining each side of a Party Wall shall be borne by the Lot Owner using said side, except as otherwise provided herein. Each adjoining owner of a Party Wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or core board forming said Party Wall. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Maintenance of Party Walls.** Each Owner shall have the right to full use of a Party Wall subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said wall. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Wall that faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said wall within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Wall, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter, All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such wall or any part thereof shall be rebuilt it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the



same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the wall within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owners share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

**Section 4. Destruction by Fire or Other Casualty.** If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore, it; and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

**Section 5. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**Section 6. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

**Section 7. Utility Connections.** All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable tv, electric, water, sewer, etc., have been or will be installed underground and within, below or upon the property (including within, below or upon the dwelling on each Lot). Repairs and maintenance of any utilities serving a particular dwelling may affect the dwellings of adjacent Lot owners.

## ARTICLE X MASTER ASSOCIATION

**Section 1.** The Property is subject to the Declaration of Covenants, Restrictions and Easements for FishHawk Ranch, recorded at O. R. Book 8632, Page 1126 of the public records of Hillsborough County, Florida, as may be amended from time to time, and as modified herein. Members under the Declaration shall be members under the Master Declaration, and shall be subject to the assessment provisions of the Master Association for expenses applicable to all of FishHawk Ranch.

**Section 2. Architectural Control.** The Property shall be subject to the architectural control provisions of the Master Declaration, and the review provisions of the Master Association's Architectural Control Committee. As to architectural control within the Property, the provisions of this Declaration shall also control.

**Section 3. Common Area.** Tract A, the private road is designated for the use of members of the Association pursuant to the plat of the Property. The Common Area defined under this Declaration shall not be common area of the Master Association and Members under the Master Declaration shall have no rights or interest in the Common Area under this Declaration, and use of the Common Area shall be restricted as provided herein.

**Section 4. Surface Water.** The Master Association or FishHawk Ranch Community Development District shall control and maintain all storm water and surface water systems within the Property.

(a) The Master Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (hereafter, "SWFWMD" or the "District") for the Surface Water Management System. The Master Association, shall, when requested by Declarant, accept transfer of the SWFWMD permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Master Association is responsible for maintenance, repair and replacement of common elements and Surface Water Management System in perpetuity. Notwithstanding any other provisions of this Declaration to the contrary, the Master Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year until the District determines that the mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property.

(b) The Master Association shall maintain, as part of the Common Area, any areas designated on the Properties as mitigation areas for wetlands. The Master Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates. To the extent that SWFWMD requires signage in or near preservation areas, the Master Association shall maintain these as part of the Common Areas. The Master Association shall comply with all governmental regulations including, but not limited to, those of SWFWMD. The Master Association acknowledges and agrees that the District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Master Association to compel it to correct any outstanding problems with the Surface Water Management System.

(c) It shall be the responsibility of each property Owner within the subdivision at the time of construction of a building, residence, 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 SWFWMD, all other governmental regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the Lot and reconstruct the intended flow pattern and assess the property owner for the expense.

(d) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD. Existing and mature native shrubs in any conservation buffer zone associated with a wetland and landward of the lake shall be maintained by the owner. Any removal or trimming of such vegetation is subject to the prior approval of SWFWMD.

(e) Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property. The Declarant may assign to the Association, at any time, including after turnover, any SWFWMD permits relating to the Property and the Association shall be required to accept such assignment.

(f) Declarant hereby reserves an easement across the Common Area and all Lots for the installation, maintenance and use of cable television distribution facilities and lines. This easement may be transferred in whole or in part to any franchised cable television operator.

(g) No Owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the permit approved for Fishhawk Townhomes and recorded Plat, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department.

## ARTICLE XI LIABILITY

NEITHER DECLARANT, THE MASTER ASSOCIATION, NOR THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY 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 OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

NEITHER DECLARANT, THE MASTER ASSOCIATION, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT, MASTER ASSOCIATION, AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT

DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMD TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

ALL PERSONAL ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, VARMINTS, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND/OR WETLAND CONSERVATION AREAS CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

IN WITNESS WHEREOF, Declarants have caused these presents to be duly executed, by its duly authorized general partner, the day and year first above written.

WITNESSES:

By: [Signature]  
Print Name: KAREN FASICK

FISHHAWK COMMUNITIES LIMITED  
PARTNERSHIP, a Florida limited  
partnership

By: [Signature]  
Print Name: LORI SCHWICK

By: GENSTAR LAND COMPANY, a  
Delaware limited liability company, its  
general partner

By: [Signature]  
Its: Sr. Vice President  
Address: 15310 Amberly Drive, Suite 105  
Tampa, Florida 33647

WITNESSES:

By: [Signature]  
Print Name: SAVAREO

By: [Signature]  
Its: LAURAC. WENDING  
Address: VICE PRESIDENT

By: [Signature]  
Print Name: LUANNA McPHERSON

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February 2004, by W. Don Whyte as Sr. Vice President of Genstar Land Company, a Delaware <sup>limited</sup> ~~corporation~~ <sup>liability company</sup> as general partner of FishHawk Communities Limited Partnership, a Florida limited partnership. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



LORENA DONALDSON  
NOTARY PUBLIC-STATE OF FLORIDA  
COMMISSION # CC 992516  
MY COMMISSION EXPIRES MARCH 5, 2005

Lorena Donaldson

NOTARY PUBLIC

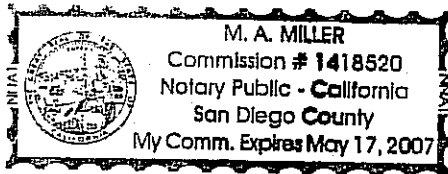
Name: LORENA DONALDSON

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF San Diego California  
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 25<sup>th</sup> of February 2004, by LAURAC. WENDING as \_\_\_\_\_ of Genstar Land Company, a Delaware limited liability company, as general partner of FishHawk Communities Limited Partnership, a Florida limited partnership. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



M.A. Miller  
NOTARY PUBLIC  
Name: M.A. Miller  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(notary seal)

By: Diane W. Smith  
Print Name: Diane W. Smith

WESTFIELD HOMES OF FLORIDA  
a Florida general partnership

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

By: Jackie S. Parker  
Print Name: Jackie S. Parker

By: David Pelletz  
Print Name: DAVID PELLETZ

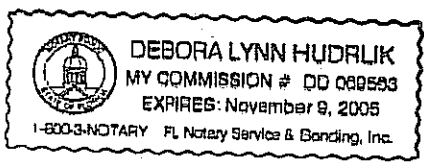
Its: President

Address:  
5100 W. Lemon St., Suite 306  
Tampa, Florida 33609

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day  
of February, 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 Hudrlik  
NOTARY PUBLIC  
Name: DEBORA LYNN HUDRLIK  
Serial #: DD 069563  
My Commission Expires: 11-09-05



I certify from the records of this office that FISHHAWK RIDGE ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 13, 2004.

The document number of this corporation is N04000001549.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 004A00010484-021604-N04000001549-1/1, noted below.

Authentication Code: 004A00010484-021604-N04000001549-1/1

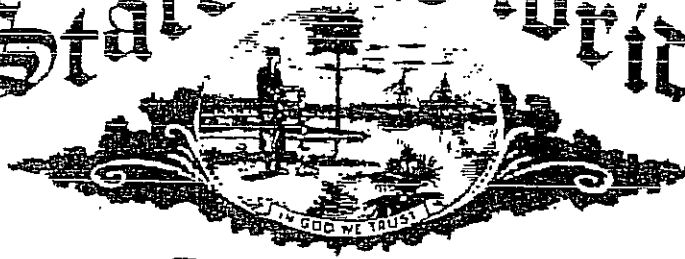
Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixteenth day of February, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FISHHAWK RIDGE ASSOCIATION, INC., a Florida corporation, filed on February 13, 2004, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H04000032997. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N04000001549.

Authentication Code: 004A00010484-021604-N04000001549-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixteenth day of February, 2004

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

February 16, 2004

FISHHAWK RIDGE ASSOCIATION, INC.  
5100 W. LEMON STREET SUITE 306  
TAMPA, FL 33609

The Articles of Incorporation for FISHHAWK RIDGE ASSOCIATION, INC. were filed on February 13, 2004, and assigned document number N04000001549. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H04000032997.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Neysa Culligan  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 004A00010484

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF INCORPORATION  
OF  
FISHHAWK RIDGE ASSOCIATION, INC.

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a not-for-profit corporation under the laws of the State of Florida.

ARTICLE I

NAME AND PRINCIPAL OFFICE

The name of this corporation is FISHHAWK RIDGE ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association" in these Articles). The principal office and mailing address of the Association is 5100 W. Lemon St., Suite 306, Tampa, Florida 33609.

ARTICLE II

OFFICE AND REGISTERED AGENT

The Association's initial registered office is 500 E. Kennedy Boulevard, Suite 200 Tampa, Florida 33602. The Association's initial registered agent is Douglas C. Roland, Esq. who maintains a business office at 500 E. Kennedy Blvd., Suite 200, Tampa, Florida 33602. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of common areas and residential lots within that certain tract of property (hereinafter called the "Properties") in Hillsborough County, Florida, referred to as Fishhawk Ranch Townhomes Phase I as recorded in Plat Book 97, Page 30, of the public records of Hillsborough County, Florida, and all other properties which may hereafter be made subject to the Declaration.

## ARTICLE IV

### POWERS

Without limitation this Association is empowered to:

- (a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions for Fishhawk Ranch Townhomes (hereinafter called the "Declaration") applicable to the Properties and recorded or to be recorded in the Public Records of Hillsborough County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;
- (b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;
- (c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;
- (d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;
- (e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;
- (f) Dedications. With the approval of a two-thirds (2/3) vote of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility;
- (g) Mergers. With the approval of a two-thirds (2/3) vote of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;
- (h) Rules. From time to time adopt, alter, amend, rescind, and enforce

reasonable rules and regulations governing the use of the Lots and Common Area (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(j) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(k) Litigation. To sue or be sued;

(l) Surface Water Management. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and to contract for services for operation and maintenance of the surface water management system facilities;

(m) Other. Engage in all lawful acts permitted or authorized by law.

## ARTICLE V

### MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot (as defined in the Declaration)) that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of a Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

## ARTICLE VI

### VOTING RIGHTS

The voting rights of members are as set forth in the Declaration. So long as there is Class B membership (as defined in the Declaration), whenever a provision herein calls for approval of the members it means approval of the aggregate voting rights of the members.

## ARTICLE VII

### BOARD OF DIRECTORS

This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. Election of directors shall take place in accordance with the By-laws of the Association; cumulative voting for Directors is not permitted.

## ARTICLE VIII

### DURATION

This Association exists perpetually.

## ARTICLE IX

### DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water management system facilities shall be granted, conveyed, and assigned to a non-profit

corporation or other organization similar to the Association and devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

## ARTICLE X

### BY-LAWS

This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to the By-laws; in those circumstances such provisions shall control the alteration, amendment or rescission of the By-laws.

## ARTICLE XI

### AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval of two-thirds (2/3) of the aggregate votes at a meeting of members at which a quorum is present. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to these Articles by a different percentage of the members; in those circumstances such provisions shall control the amendment to these Articles.

## ARTICLE XII

### FNMA/FHA/VA APPROVAL

As long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA):

- (a) Amendment of these Articles of incorporation; or
- (b) Merger, consolidation and/or dissolution of the Association.

- (c) Annexation of additional properties.
- (d) Mortgaging of Common Area.

### ARTICLE XIII

#### INTERPRETATION

Express reference is made to the Declaration if necessary to interpret, construe, and clarify the provisions of these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the event of a conflict, the order of priority for interpretation shall be: the Declaration, these Articles, and the By-laws of the Association.


### ARTICLE XIV

#### INCORPORATOR

The name and residence of the incorporator is:

Name: Douglas C. Roland, Esq.  
Address: 500 East Kennedy Blvd., Suite 200  
Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this FEB. 12, 2004.

  
\_\_\_\_\_  
Douglas C. Roland, Esq.  
Incorporator

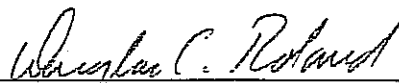


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING  
THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

FISHHAWKRIDGE ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Douglas C. Roland, whose business office is 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.

  
\_\_\_\_\_  
Douglas C. Roland  
Date: FEB. 12, 2004.

BY-LAWS  
OF  
FISHHAWK RIDGE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is FISHHAWK RIDGE ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 5100 W. Lemon St., Suite 306, Tampa, FL 33609 or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places within Hillsborough County, Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of capitalized terms set forth in the Declaration of Covenants, Conditions and Restrictions for Fishhawk Ridge Townhomes (the "Declaration") are hereby incorporated by reference.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within the first ninety (90) days of the calendar year subsequent to the year of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within the same calendar quarter of each succeeding year at the discretion of the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place 48 hours in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. During the Class "B" Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a board of three (3) directors appointed by Westfield Homes of Florida, Inc. ("Westfield") who shall serve at the pleasure of Westfield (or any party to which Westfield assigns such rights). Such directors need not be Association members. Thereafter the Board of Directors shall consist of either three (3) members or five (5) members as determined by the Members at each annual meeting. Such elected directors must be members of the Association. During the Class "B" Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors.

Section 2. Term of Office. After termination of the Class "B" Control Period, the term of office for all directors shall be one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Westfield (or any such party to which Westfield has assigned such rights) until the termination of the Class "B" Control Period. Thereafter, election of directors shall take place at each annual meeting.

Section 3. Removal and Vacancies. Except for members of the Board of Directors appointed by the Class B Member, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. During Class "B" Control Period. During the Class "B" Control Period, Westfield (or any such party to which Westfield has assigned such rights) shall appoint the members of the Board of Directors, who shall serve at the pleasure of the Westfield (or any such party to which Westfield has assigned such rights). After the end of the Class "B" Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After the end of the Class "B" Control Period, such nominations may be made from among Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Meetings. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Property of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary, and to prescribed their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to

present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual budget to every Owner within ten (10) days after written request for same;

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same; and

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property to be maintained and perform all other maintenance functions as required by the Declaration; and

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Property, and to establish reserve accounts for replacement of those parts of the Common Property which have a limited useful life span.

(i) initiate or defend litigation on behalf of the Association

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time

specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

#### Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

#### Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have



prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE VIII

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE IX

### BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least 7 years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Property, but not including the construction drawings of the individual homes and lots.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for a least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the Association.

4. Any other records that identify, measure, record, or communicate financial information.

## ARTICLE X

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments as listed in the Declaration which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent per annum (18%), and shall be subject to a late fee of Twenty-Five Dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

## ARTICLE XI

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Fishhawk Ridge Association, Inc., and within the center the word "Florida" and the year of incorporation.

## ARTICLE XII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a majority of the votes at which a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

## ARTICLE XIII

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end

on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XIV

### FNMA/FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA):

- (a) Amendment of these Bylaws; or
- (b) Merger, consolidation and/or dissolution of the Association.
- (c) Annexation of additional properties.
- (d) Mortgaging of Common Area.

## ARTICLE XV

### RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All common areas serving any homeowner's association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

## ARTICLE XVI

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership,

joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

Adopted pursuant to Organizational Minutes of the Association as of February 13, 2004.