

PREPARED BY AND RETURN TO:
Fuentes and Kreisler
1407 W. Busch Blvd.
Tampa, FL 33612

fwc

INSTR # 98101468
OR BK 8993 PG 1959
RECORDED 04/15/98 04:27 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Beckham

FILE NO. 96-1335-L

AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR FISHHAWK RANCH

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FISHHAWK RANCH (hereinafter referred to as "Declaration") is made this 9th day of April, 1998, by FISHHAWK COMMUNITIES LIMITED PARTNERSHIP, a Florida Limited Partnership (hereinafter referred to as "Declarant").

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Fishhawk Ranch were filed on July 10, 1997 in Official Record Book 8632 at Page 1126, of the Public Records of Hillsborough County, Florida; and,

WHEREAS, Declarant desires to amend said Declaration of Covenants, Restrictions and Easements to provide for a surface water management system.

NOW, THEREFORE, in consideration of the promises and mutual covenants as hereinafter contained, the Declarant makes the following amendments:

1. ARTICLE VII, EASEMENTS, ZONING AND OTHER RESTRICTIONS, is amended to add a new subparagraph 7.05, which shall read as follows:

7.05 Surface Water Management System.

(a) Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).

(b) 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 approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

(c) The Owners of all lots abutting wet detention ponds shall not remove native vegetation (including cattails) that become 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 shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Tampa Service Office, Surface Water Regulation Manager.

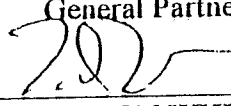
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of:

FISHHAWK COMMUNITIES
LIMITED PARTNERSHIP,
A Florida Limited Partnership

By: GENSTAR LAND COMPANY,
a Delaware corporation

Its: General Partner

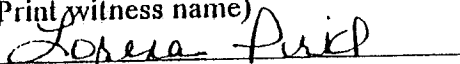
By: 
W. DON WHYTE, Vice President
15310 Amberly Drive
Suite 310
Tampa, Florida 33647



(Witness signature)

Kevin Smith

(Print witness name)



(Witness signature)

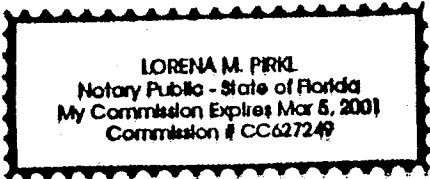
LORENA PIKLE

(Print witness name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9 day of April, 1998, by W. Don Whyte, Vice President of Genstar Land Company, a Delaware Corporation, as

General Partner of Fishhawk Communities Limited Partnership, a Florida limited partnership, who is personally known to me.



Lorena M. Pirkl
NOTARY PUBLIC
LORENA M. PIRKL
Print Notary Name
My Commission Expires:

10,350

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PREPARED BY AND RETURN TO:
Fuentes and Kreischer
1407 W. Busch Blvd.
Tampa, FL 33612

INSTR # 98237835
OR BK 09186 PG 1686
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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Beckham

FILE NO. 96-1335-L

AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR FISHHAWK RANCH

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FISHHAWK RANCH (hereinafter referred to as "Declaration") is made this 28th day of July, 1998, by FISHHAWK COMMUNITIES LIMITED PARTNERSHIP, a Florida Limited Partnership (hereinafter referred to as "Declarant").

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Fishhawk Ranch were filed on July 10, 1997 in Official Record Book 8632 at Page 1126, as amended in Official Record Book 8993, Page 1959, of the Public Records of Hillsborough County, Florida; and,

WHEREAS, Declarant desires to amend said Declaration of Covenants, Restrictions and Easements to modify and amend Article III, §3.08 entitled "Control by Declarant."

NOW, THEREFORE, in consideration of the promises and mutual covenants as hereinafter contained, the Declarant makes the following amendments:

ARTICLE III

Subparagraph 3.08 (a) is amended to read as follows:

3.08 Control by Declarant.

(a) Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove all members

(except as specifically provided in the Bylaws) of the Board of the Association and all officers of the Association until 15 days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of this Declaration; (ii) the date upon which seventy-five percent (75%) of the Residences intended by Declarant to be a part of the Development have been conveyed by Declarant to Owners other than a person or persons constituting Declarant; or (iii) such earlier date as Declarant may, at its option, determine.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

FISHHAWK COMMUNITIES LIMITED PARTNERSHIP, A Florida Limited Partnership

By: GENSTAR LAND COMPANY, a Delaware corporation

Its: General Partner

By: W. Don Whyte
W. DON WHYTE, Vice President
15310 Amberly Drive
Suite 310
Tampa, Florida 33647

Kevin Smith

(Witness signature)

Kevin Smith

(Print witness name)

Lorena Pirkl

(Witness signature)

Lorena Pirkl

(Print witness name)

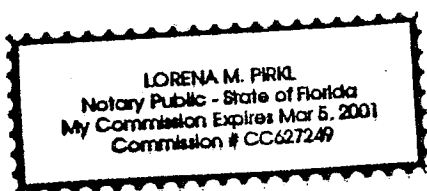
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of July, 1998, by W. Don Whyte, Vice President of Genstar Land Company, a Delaware Corporation, as General Partner of Fishhawk Communities Limited Partnership, a Florida limited partnership, who is personally known to me.

Lorena M. Pirkl
NOTARY PUBLIC

Lorena M. Pirkl
Print Notary Name

My Commission Expires: March 5, 2001



This Document Prepared By:
Molloy & James
325 South Boulevard
Tampa, Florida 33606

**SUPPLEMENTAL DECLARATION AND
AMENDMENT TO THE DECLARATION
OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR FISHHAWK RANCH**

This Supplemental Declaration and Amendment is made this _____ day of _____, 1998 by Fishhawk Communities Limited Partnership, a Florida limited partnership ("Declarant").

Whereas, Declarant is the owner of certain real property described as Fishhawk Ranch Phase 2 Parcels "A" and "C" Unit 1, as recorded at Plat Book 84, Page 23, of the public records of Hillsborough County, Florida; Fishhawk Ranch Phase 2 Parcel "B," as recorded at Plat Book 84, Page 16, of the public records of Hillsborough County, Florida; Fishhawk Ranch Phase 2 Parcel "D" Unit 1, as recorded at Plat Book 84, Page 26, of the public records of Hillsborough County, Florida; and Fishhawk Ranch Phase 2 Parcel "G," as recorded at Plat Book 84, Page 24, of the public records of Hillsborough County, Florida; and

Whereas, Declarant has previously recorded that certain Declaration of Covenants, Restrictions and Easements for Fishhawk Ranch, recorded at O.R. 8632, Page 1126 of the public records of Hillsborough County, Florida (the "Declaration"); and

Whereas, the Declaration provides in Article X, Section 10.1, for the annexation of additional property to the property described in the Declaration by the filing of an amendment to the Declaration by the Declarant declaring such annexed lands to be subject to the provisions of the Declaration; and

Whereas, the Owner and Declarant intend to make the Property described above, which is also part of Fishhawk Ranch, subject to the Declaration;

WHEREAS, Owner intends to develop The Property into a residential community to consist of single family homes; and

WHEREAS, Owner and Declarant desire to impose a common plan of development and enjoyment upon The Property to protect its value and desirability;

NOW, THEREFORE, the Declarant and Owner hereby declare that the real property described as Fishhawk Ranch Phase 2 Parcels "A" and "C" Unit 1, as recorded at Plat Book 84, Page 23, of the public records of Hillsborough County, Florida; Fishhawk Ranch Phase 2 Parcel "B," as recorded at Plat Book 84, Page 16, of the public records of Hillsborough County, Florida; Fishhawk Ranch Phase 2 Parcel "D" Unit 1, as recorded at Plat Book 84, Page 26, of the public records of Hillsborough County, Florida; and Fishhawk Ranch Phase 2 Parcel "G," as recorded at Plat Book 84, Page 24, of the public records of Hillsborough County, Florida, shall be held, sold and conveyed subject to the Declaration of

Covenants, Restrictions and Easements for Fishhawk Ranch, recorded at O.R. 8632, Page 1126 of the public records of Hillsborough County, Florida, as amended and supplemented, which is for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

Within Fishhawk Ranch Phase 2, the area consisting of Parcel "A" and Parcel "C" Unit 1 shall be a special benefit unit as contemplated under Sections 2.08 and 4.15 of the Declaration. However, pedestrian access to the private streets in Parcel "A" and Parcel "C" Unit 1 shall not be restricted to the Owners served by the streets. Declarant hereby grants to all Owners under the Declaration an easement over the private streets in Parcel "A" and Parcel "C" Unit 1, for the purpose of pedestrian use.

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the date stated above.

WITNESSES:

Sheryl Frick
Sheryl Frick
Please Print Name

FISHHAWK COMMUNITIES
LIMITED PARTNERSHIP,
a Florida limited partnership, by

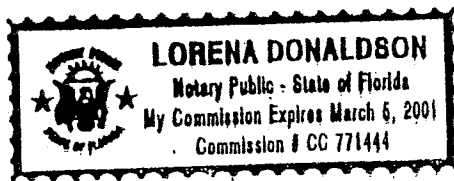
GENSTAR LAND COMPANY,
a Delaware corporation,
its general partner, by

Lorena Donaldson
LORENA DONALDSON
Please Print Name

Kevin Smith
Kevin Smith,
General Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of December, 1998, by Kevin Smith, as General Manager of Genstar Land Company, a Delaware corporation, as general partner of Fishhawk Communities Limited Partnership, a Florida limited partnership. He is personally known to me or has produced _____ as identification.



Lorena Donaldson
NOTARY PUBLIC
Name: LORENA DONALDSON
Serial #: _____
My Commission Expires: _____

This Document Prepared By:
Molloy & James
325 South Boulevard
Tampa, Florida 33606

**AMENDMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND
EASEMENTS FOR FISHHAWK RANCH**

This Amendment is made this _____ day of _____, 1998 by Fishhawk Communities Limited Partnership, a Florida limited partnership ("Declarant").

Whereas, Declarant has previously recorded that certain Declaration of Covenants, Restrictions and Easements for Fishhawk Ranch, recorded at O.R. 8632, Page 1126 of the public records of Hillsborough County, Florida (the "Declaration"); and

Whereas, the Declaration provides in Article IX, Section 9.02 for amendment by the Declarant during any period in which Declarant retains the right to appoint and remove any directors and officers of the Association; and

Whereas, Declarant retains the right to appoint and remove any directors and officers of the Association pursuant to Article III, Section 3.08 of the Declaration; and

Now, Therefore, the Association does amend the Declaration as follows:

1. The provisions of Article II, Section 2.08 are hereby added to provide as follows:

2.08 (a) Private Streets and Drainage Improvements. Any private streets that may be constructed or created by the Declarant as part of the subdivision improvements or otherwise, shall be maintained by the Association in the same condition and appearance as constructed or created. The Association may, by adoption of the budget, establish reserves for the replacement of paving and other capital elements or improvements.

(b) Access Easement. Declarant hereby grants to each Owner served by a Private Street, their guests, invitees, residents, and visitors, and emergency personnel and agencies, utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Property constructed as streets

and roadways, for the purposes of ingress and egress to any area of the Property. This easement shall not extend to other Owners not assessed as part of the special benefit area. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across any private streets.

(c) Entry Gates. By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at various entrance locations to assist in attempting to limit access to the Property, or certain portions thereof, to the residents therein and their invitees. Owner acknowledges and agrees, however, that such gates will be open during the hours for which Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which a gate will be open. Owner further acknowledges and agrees that a gate does not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Declarant and the Association have no control over said gates and Owner hereby releases Declarant from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner 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 Owner's safety and security of their property, because the any gate in and of itself will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in any gate or equipment or personnel related thereto or acting in place of the 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 the gate.

2. The provisions of Article IV, Section 4.15 are hereby added to provide as follows:

4.15 Special Benefit Assessments. The Board shall have the power to assess Owners in a special benefit area an annual assessment for Common Property, including private streets, used exclusively to

promote the recreation, health and welfare of the residents within the special benefit area of the Property. Such assessment shall include (I) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Property specific to such special benefit area and the establishment of reserve accounts therefor; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Property specific to the special benefit area; and (iii) all other general activities and expenses of the Association which are specific to the special benefit area.

3. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the date stated above.

WITNESSES:

Sheryl Frick
Sheryl Frick
Please Print Name

FISHHAWK COMMUNITIES
LIMITED PARTNERSHIP,
a Florida limited partnership, by

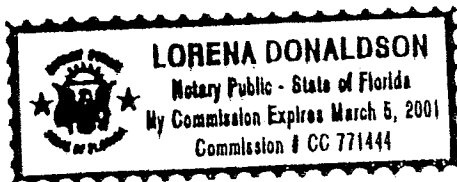
GENSTAR LAND COMPANY,
a Delaware corporation,
its general partner, by

Lorena Donaldson
LORENA DONALDSON
Please Print Name

Kevin Smith
Kevin Smith,
General Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of DECEMBER, 1998, by Kevin Smith, as General Manager of Genstar Land Company, a Delaware corporation, as general partner of Fishhawk Communities Limited Partnership, a Florida limited partnership. He is personally known to me or has produced _____ as identification.



Lorena Donaldson
NOTARY PUBLIC
Name: LORENA DONALDSON
Serial #: _____
My Commission Expires: _____