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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF FISHHAWK RIDGE TOWNHOMES

THIS DECLARATION is made this 12th 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.