

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.