

## 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