

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 Areas or abandonment of his Lot.

Section 15. 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 16. Initial Assessment for Capital Contribution. At the first closing of every Lot 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 17. 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. Sharing of Repair and Maintenance. 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. The cost of reasonable repair, and maintenance of party roofs (except the replacement of a roof or the replacement of all shingles thereon required by the Association herein) shall be shared by the Owners who make use of the roof in proportion to such use. Provided, however, any repair or maintenance applicable solely to one Lot shall be borne solely by the Owner of such Lot.

Section 3. 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 4. 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 5. 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.

ARTICLE X MASTER ASSOCIATION

Section 1. The Property is subject to the Master Declaration as may be amended from time to time. 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. Common Areas. The Common Areas 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 Areas under this Declaration, and use of the Common Areas shall be restricted as provided herein.

Section 3. Surface Water. FishHawk Communities, the CDD, or the Master Association, as their interests may appear, shall control and maintain all storm water and surface water systems within the Property. The Master Association shall have the right to maintain such systems in the event FishHawk Communities or the CDD, as their interests may appear, fail to do so.

(a) It shall be responsibility of each Owner 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, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District, and 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.

(b) It is the Lot Owner's responsibility not to 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 should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department. Existing and mature native shrubs in any conservation buffer zone associated with a wetland and landward of any lake, pond or waterway shall be maintained by the Owner. Any removal or trimming of such vegetation is subject to the prior approval of Southwest Florida Water Management District.

(c) 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.

(d) No Owner may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, Florida Administrative Code.

NEITHER DECLARANT 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 VEIW 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.

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.

By: Robert Wrobel
Print Name: Robert Wrobel

WESTFIELD HOMES OF FLORIDA, A
FLORIDA GENERAL PARTNERSHIP

By: Steven Co. Co. Co.
Print Name: Steven Co. Co. Co.

BY: WESTFIELD HOMES OF
FLORIDA, INC. a Florida corporation,
managing general partner

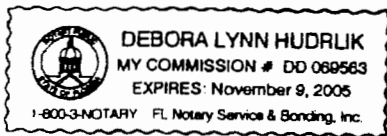
By: David Pelletz
Print Name: David Pelletz
Its: Executive Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of November, 2003, by David Pelletz, Exec. V.P. of Westfield Homes of Florida, Inc., a Florida corporation as managing general partner of Westfield Homes of Florida, a Florida general partnership, who is personally known to me or who produced _____ as identification.

(NOTARIAL SEAL)



Debora Lynn Hudrluk
NOTARY PUBLIC
Name: DEBORA LYNN HUDRLIK
Serial #: DD 069563
My Commission Expires: 11-9-05

By: [Signature]
Print Name: Karen Fasick

By: Sharon Maddix
Print Name: Sharon Maddix

By: [Signature]
Print Name: [Signature]

By: [Signature]
Print Name: Michelle A Miller

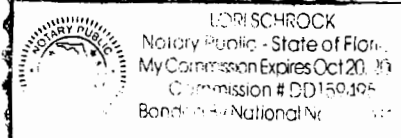
FISHHAWK COMMUNITIES LIMITED PARTNERSHIP, a Florida limited partnership

By: [Signature] Genstar Land Company, a Delaware Limited Liability Company, its general partner

By: [Signature]
Name: W. Don White
Title: Vice President

By: [Signature]
Name: ROBERT B. McLEOD
Title: PRESIDENT

STATE OF Florida
COUNTY OF Holmes



The foregoing instrument was acknowledged before me this 10th day of November, 2003, by W. DON WHITE, as VICE PRESIDENT of Genstar Land Company, LLC, a Delaware limited liability company as general partner of Fishhawk Communities Limited Partnership, a Florida limited partnership, who is personally known to me or who produced personally known as identification.

(NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC
Name: LORI SCHROCK
My Commission Expires: Oct. 20, 2006

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2003, by ROBERT B. McLEOD, as President of Genstar Land Company, LLC, a Delaware limited liability company as general partner of Fishhawk Communities Limited Partnership, a Florida limited partnership, who is personally known to me or who produced as identification.

(NOTARIAL SEAL)



[Signature]
NOTARY PUBLIC
Name: LIZ GROMAN
My Commission Expires: _____