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THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

BEN SOLOMON, ESQ.
SOLOMON & FURSHMAN, LLP
1200 BRICKELL AVENUE, PH 2000
MIAMI, FLORIDA 33131

**SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE TOWNHOMES AT HAWKS POINT**

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOMES AT HAWKS POINT (this "**Supplemental Declaration**") is made by LEN-HAWKS POINT, LLC, a Florida limited liability company ("**LHP**"), and joined in by HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. Centex Homes, a Nevada general partnership ("**Centex**") recorded that certain Declaration of Covenants, Conditions and Restrictions for The Townhomes at Hawks Point on September 27, 2007 in Official Records Book 18142, at Page 1155 of the Public Records of Hillsborough County, Florida (the "**Original Declaration**") respecting the community known as The Townhomes at Hawks Point (the "**Community**"). The Declaration has since been amended from time to time. The Original Declaration, together with all prior amendments which have been recorded in the Public Records of Hillsborough County, Florida, shall hereinafter collectively be referred to as the "**Declaration**".

B. LHP, as successor in interest to Centex, assumed all of the rights of the Declarant under the Declaration pursuant to that certain Assignment and Assumption of Declarant's Rights and Obligations recorded on January 3, 2012 in Official Records Book 20883, at Page 353 of the Public Records of Hillsborough County, Florida.

C. Pursuant to Article XIX, Section 19.1, of the Declaration, until the termination of the Class "B" Control Period (as defined in the Declaration), Declarant may unilaterally amend the Declaration for any purpose.

D. Pursuant to Article IX, Section 9.1 of the Declaration, the Declarant may, from time to time, subject to the Declaration all or any portion of the real property described in Exhibit B to the Declaration by recording a Supplemental Declaration, which Supplemental Declaration shall not require the consent of any Person except the owner of such property, if other than Declarant.

E. As of the date of this Supplemental Declaration, Declarant owns the real property described in Exhibit B to the Declaration and desires to subject a portion of such property to the Declaration, as set forth in this Supplemental Declaration.

F. As of the date of this Supplemental Declaration, the termination of the Class "B" Control Period has not yet occurred.

G. LHP, as Declarant, wishes to amend the Declaration as set forth herein.

H. This Supplemental Declaration constitutes an amendment to the Declaration and is being recorded in connection with the annexation of land in accordance with Article IX of the Declaration.

NOW THEREFORE, LHP, as Declarant, hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and form a part of this Supplemental Declaration.

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2. Conflicts. In the event that there is a conflict between this Supplemental Declaration and the Declaration, this Supplemental Declaration shall control. Whenever possible, this Supplemental Declaration and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Supplemental Declaration, this Supplemental Declaration shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Supplemental Declaration and any such prior recorded amendment(s), this Supplemental Declaration shall control.

3. Community Name. The name of the Community is hereby revised to read Hawks Point West. All references in the Declaration to the prior name of the Community (i.e., The Townhomes at Hawks Point) shall be deemed to refer to Hawks Point West.

4. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the following definitions are hereby amended or added to Article II, Section 2.1 of the Declaration as follows:

“Association”: ~~The Townhomes at Hawks Point Owners~~ Hawks Point West Homeowners’ Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

“Common Expenses”: The actual and estimated expenses which Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate. Notwithstanding the foregoing, as Townhome Owners and Estate Home Owners may receive different services, and as such, may be assessed differently, Common Expenses may be different for Townhome Owners and Estate Home Owners.

“Estate Home”: shall mean any single family home constructed on a Lot within Hawks Point West that is not a Townhome.

“Estate Home Owner”: shall mean the Owner of a Lot which contains an Estate Home.

“Regular Assessment”: Annual assessments levied to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1(a). As Townhome Owners and Estate Home Owners may receive difference services, it is anticipated, but not guaranteed, that Regular Assessment amounts will be different for Estate Home Owners and Townhome Owners.

“Townhome”: shall mean any residential home constructed on a Lot that is part of a Townhome Building.

“Townhome Building”: shall mean a structure containing multiple Townhomes in which the Townhomes are separated by attached walls and/or attached roof.

“Townhome Owner”: shall mean the Owner of a Lot which contains a Townhome.

5. Estate Home Maintenance. The following language is hereby added to the Declaration as Section 5.1(e):

(e) Notwithstanding anything to the contrary in this Section 5.1, Estate Home Owners, and not the Association, shall be obligated to perform all maintenance, repairs and replacements referenced in Sections 5.1(b)(i) through (x) in connection with their respective Lots.

6. Water Metering. The following language is hereby added to the Declaration as Article VII, Section 7.15:

7.15 Water Metering for Estate Homes. Notwithstanding Section 7.14 of the Declaration, which relates solely to the Master Water Meter responsible for metering water use by Townhome Owners, Estate Homes shall have individual water meters and shall receive and be solely responsible for the payment of invoices for water services for their respective Estate Homes.

7. Allocation of Assessments. The first paragraph of Article VIII, Section 8.5 of the Declaration is hereby modified as follows:

8.5 Assessment Rate; Commencement of Assessments; Time of Payment. The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the

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month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. As services may differ for the different types of homes (i.e., Estate Homes and Townhomes) within the Community, and because Estate Home Owners shall not be entitled to use the Community Amenities (as hereinafter defined), it is anticipated that Estate Home Owners and Townhome Owners will be assessed differently. Regular and Special Assessments for Common Expenses shall be allocated equally among all Owners of Lots containing Townhomes which are subject to assessment. Regular and Special Assessments for Common Expenses shall be allocated equally among all Owners of Lots containing Estate Homes which are subject to assessment. The first annual Regular Assessment and Service Area Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

8. Effect of Filing Supplemental Declaration. Article IX, Section 9.4 of the Declaration is hereby modified as follows:

9.4 Effect of Filing Supplemental Declaration. A Supplemental Declaration shall be effective upon recording. Unless otherwise specified in the Supplemental Declaration, the Lots subjected to this Declaration by such Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other ~~Lots~~ Townhome Owners or Estate Home Owners, as applicable.

9. Common Area Use. The following language is hereby added as Article XI, Section 11.1(d), of the Declaration:

(d) the reservation of certain Common Areas for the exclusive use and enjoyment of the Townhome Owners. More specifically, Owners of Estate Homes shall not be entitled to use, and shall not be obligated to pay for the costs of maintenance, repair, replacement and/or operation of, those certain Common Area amenities that are located within the real property more particularly described on Exhibit 1 hereto, which include the Community pool, cabana, and the fencing and landscaping immediately surrounding such pool and cabana (the "Community Amenities").

10. Easement Agreement with Hawk's Point Owners Association, Inc. Association has or shall execute that certain Easement and Shared Use Agreement (the "Easement Agreement") with Hawk's Point Owners Association relating to the use of certain facilities located within Hawks Point, which Easement Agreement shall be recorded in the Public Records of County. The terms and conditions of the Easement Agreement are hereby incorporated herein.

11. Annexation of Property to Hawks Point West. The lands more particularly described on Exhibit 2 to this Supplemental Declaration are hereby annexed into Hawks Point West and shall be subject to the covenants, conditions and restrictions contained in the Declaration, as amended.

12. By-Laws. The By-Laws of the Association attached as Exhibit E to the recorded Declaration are hereby amended to reflect that name of the Association shall be Hawks Point West Homeowners' Association, Inc.

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13. ~~Covenant~~. This Supplemental Declaration shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hereunto set its hand and seal this 24 day of October, 2014.

WITNESSES:

LEN-HAWKS POINT, LLC, a Florida limited liability company

W. Cardinale
Print Name: W. Cardinale

Brady Lefler
Print Name: [Signature]

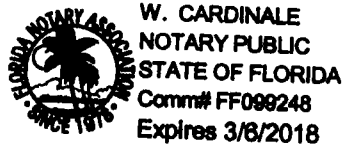
By: [Signature]
Name: Mark Matheny
Title: V.P. Lennox Homes LLC
It's Man again & number [SEAL]

STATE OF FLORIDA }
 } SS.:
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me this 24th day of October, 2014, by Mark Matheny, as Vice President of LEN-HAWKS POINT, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:

W. Cardinale
NOTARY PUBLIC, State of Florida at Large
Print Name: W. Cardinale



THIS IS NOT A JOINDER

CERTIFIED COPY HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC.

HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC. ("Association"), does hereby join in the Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for The Townhomes at Hawks Point (the "Supplemental Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Supplemental Declaration as Association has no right to approve the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24 day of October, 2014.

WITNESSES:

HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

W. Cardinale
Print Name: W. Cardinale
Anthony Palmisano

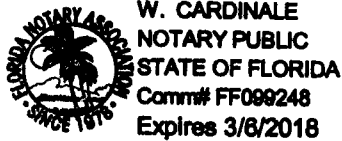
By: Brady Lefere
Name: Brady Lefere
Title: President

[SEAL]

STATE OF FLORIDA }
COUNTY OF Hillsborough } SS.:

The foregoing instrument was acknowledged before me this 24th day of October, 2014 by Brady Lefere, as President of HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:



W. Cardinale
NOTARY PUBLIC, State of Florida at Large
Print Name: W. Cardinale

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Exhibit 1

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Legal Description of the Community Amenities

ALL of TRACT "L-1" (Amenity Area) according to the plat of HAWKS POINT PHASE 1C-2 AND 1D-1, as recorded in Plat Book 122, Pages 121 through 134, inclusive, of the Public Records of Hillsborough County, Florida.

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Exhibit 2
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Legal Description of Real Property Added
to Hawks Point West by this Supplemental Declaration

DESCRIPTION: ALL of HAWKS POINT PHASE 1C-2 AND 1D-1, according to the plat thereof as recorded in Plat Book 122, Pages 121 through 134, inclusive, of the Public Records of Hillsborough County, Florida.

TOGETHER WITH:

DESCRIPTION: ALL of HAWKS POINT PHASE 1D-2, according to the plat thereof as recorded in Plat Book 122, Pages 286 through 295, inclusive, of the Public Records of Hillsborough County, Florida.

ALSO TOGETHER WITH:

(HAWKS POINT PHASE N)

DESCRIPTION: Lot 202, Ruskin Colony Farms according to the plat thereof as recorded in Plat Book 5, Page 63 of the Public Records of Hillsborough County, Florida.

LESS AND EXCEPT:

That part of Lot 202 taken for 19th Avenue N.E. right-of-way as recorded in Official Records Book 4095, Page 385, of the Public Records of Hillsborough County, Florida.