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**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF COPPER RIDGE SUBDIVISION**

WITNESSETH:

WHEREAS, CanAm is the record owner of that certain real property described in Exhibit "A" to this Amendment, and commonly referred to as Tracts B-2, B-3 and B-4 of the Copper Ridge Subdivision in Hillsborough County, Florida (collectively, the "Property");

WHEREAS, Declarant and CanAm desire to provide for the preservation of values and amenities in the Copper Ridge Subdivision, including without limitation the Property, and for the maintenance of the common lands and improvements and drainage facilities, and to this end, desire to subject the Property to the covenants, restrictions, easements, charges and liens established by the Copper Ridge Declaration of Covenants, Conditions and Restrictions dated June 11, 1996, recorded in O.R. Book 8182, Pages 1522 through 1554 of the Public Records of Hillsborough County, Florida ("Public Records"), as amended by that certain First Amendment dated July 14, 1997, recorded in O.R. Book 8666, Page 764, and that certain Second Amendment dated August 26, 1997, recorded in O.R. Book 8710, Page 545, each of the Public Records (the original Declaration, as amended by the First Amendment and the Second Amendment being collectively referred to herein as the "Declaration");

WHEREAS, Declarant has the authority under The Declaration, together with CanAm as the fee simple owner of the Property, to file this Amendment binding the Property to the terms and conditions of the Declaration; and

WHEREAS, CanAm desires to acquire, and Declarant desires to grant to CanAm, an assignment of certain rights of Declarant under the Declaration as they pertain to the Property, as more particularly described in this Amendment.

NOW, THEREFORE, Declarant hereby declares, and Declarant and CanAm hereby agree as follows:

L The Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration, as amended hereby.

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2. Declarant hereby represents and warrants that the terms of Article II, Section 5 and Article VIII, Section 7 of the Declaration, requiring the consent of certain governmental authorities prior to the addition of properties to the Declaration or the material modification of the Declaration are for the benefit of Declarant, and Declarant hereby waives the requirement of such approval. Further, the Declarant hereby acknowledges and agrees that the terms and conditions of this Amendment do not constitute a material modification to the Declaration.

3. Article VI, Section 4(1) as to all Lots and Residences developed within the Property is amended to read as follows:

"1. No Residences developed on Lots within Tracts B-2, B-3 and B-4 shall be erected or allowed to remain on any Lot unless the square foot area of the main Residence, exclusive of screened porches, garages, storage rooms and carports, shall equal or exceed 1,400 square feet; provided, however, that any Residences developed on Lots within Tracts B-2, B-3 and B-4, which Lots have a width of 50 feet or less, may be erected or allowed to remain on such Lots if the square foot area of the main Residence, exclusive of screened porches, garages, storage rooms and carports, shall equal or exceed 1,100 square feet."

4. Notwithstanding anything contained in Article V of the Declaration to the contrary, no annual or special assessments shall be due or payable as to any Lots within the Property until the earlier of (a) January 1 of the year following the year in which such Lot is platted, or (b) the time of transfer of fee simple title to such Lot to a third-party homebuyer or builder by CanAm. Further, notwithstanding Article V, Section 4.3., of the Declaration to the contrary, CanAm, as the assignee of Declarant's rights with respect to the Property as provided in Paragraph 5 of this Amendment, shall not be liable or responsible for payment of the original assessment provided for therein, such original assessment not being due and payable as to any Lot within the Property until fee simple title to such Lots is transferred by CanAm to a third-party homebuyer or builder.

5. Declarant hereby assigns to CanAm its rights as Declarant under the Declaration with respect to the Property as set forth in Article II, Section 3; Article III, Section 2.1.B.; Article V, Section 3; Article VI, Sections 7.4, 10, 13.3, 15, and 16.3; and Article VIII, Sections 2 and 9.

6. The second sentence of Article V, Section 3 is hereby deleted in its entirety and replaced with the following:

"In addition, all property dedicated to and accepted by a local public authority and all land granted to or used by a utility company shall be exempt from the assessments and charges created herein."

7. Article VIII, Section 9 is hereby amended by deleting the word "determine" and replacing it with the word "deter."

8. Except as herein modified and amended, the Declaration shall remain in full force and effect as first written. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

IN WITNESS WHEREOF, the Declarant and CanAm have caused this instrument to be executed by their respective duly authorized representatives as of the day and year first above written.

WITNESSES:

[Signature]
Signature of Witness #1

James J. Holden
Typed or printed name of Witness #1

[Signature]
Signature of Witness #2

James J. Holden
Typed or printed name of Witness #2

[Signature]
Signature of Witness #1

James J. Holden
Typed or printed name of Witness #1

[Signature]
Signature of Witness #2

James J. Holden
Typed or printed name of Witness #2

"DECLARANT"

SCARBOROUGH-SEMBLER JOINT VENTURE,
a Florida joint venture

By: [Signature]
Scarborough Constructors, Inc.,
a Florida corporation

By: [Signature]
Frederick H. Butcaw, President an
authorized agent pursuant to Power
of Attorney and authority to act
recorded in O.R. Book 8535, Page
1159, Public Records of Hillsborough
County, Florida

"CANAM"

CANAM COPPER RIDGE PARTNERS,
a Florida general partnership

By: [Signature]
CanAm Copper Ridge, Inc.,
a Florida corporation

By: [Signature]
Robert W. Byrd, President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of October 1998 by Frederick H. Burcaw, as President of Scarborough Constructors, Inc., as authorized agent of SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida joint venture, on behalf of the corporation and the joint venture. He is personally known to me or has produced Florida Driver License (type of identification) as identification.

John Jorczak
Signature of Person Taking Acknowledgment

John Jorczak
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CC520153
Notarial Serial Number

(NOTARY SEAL)



JOHN JORCZAK
NOTARY PUBLIC - FLORIDA
COMMISSION EXPIRES
FEBRUARY 17, 2001

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of October 1998 by Robert W. Byrd, as President of Canam Copper Ridge, Inc., a Florida corporation, as General Partner of CANAM COPPER RIDGE PARTNERS, a Florida general partnership, on behalf of the corporation and the general partnership. He is personally known to me or has produced Florida Driver License (type of identification) as identification.

John Jorczak
Signature of Person Taking Acknowledgment

John Jorczak
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CC520153
Notarial Serial Number

(NOTARY SEAL)



JOHN JORCZAK
NOTARY PUBLIC - FLORIDA
COMMISSION EXPIRES
FEBRUARY 17, 2001

#129090.2

EXHIBIT "A"

PARCEL 1:

A portion of the SE 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida, described as follows:

As a point of reference, commence at the Southwest corner of the SE 1/4 of said Section 29; thence run S 89°38'35" E, 30.00 feet along the South line of said SE 1/4; thence N 00°26'43" W, along a line 30.00 feet East of and parallel with the west line of said SE 1/4, 73.01 feet to the southwest corner of COPPER RIDGE TRACT B, as recorded in Plat Book 81, page 40, Public Records of Hillsborough County, Florida; thence along the south boundary thereof, run S 89°30'25" E, 631.82 feet; thence 190.51 feet along the arc of a curve to the left having a radius of 950.00 feet, a central angle of 11°29'24", and a chord of 190.19 feet which bears N 84°44'53" E, to the southeast corner of said COPPER RIDGE TRACT B and the Point of Beginning of Parcel 1; thence N 00°34'01" W, 997.76 feet to the northeast corner of said COPPER RIDGE TRACT B, and a point on the southerly right-of-way line of Copper Canyon Boulevard as shown on the plat of COPPER RIDGE, TRACT B1 as recorded in Plat Book 81, page 3, of the Public Records of Hillsborough County, Florida; thence following said southerly right-of-way line, run N 65°59'26" E, 296.88 feet; thence 39.41 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 90°19'21", and a chord of 35.45 feet which bears S 65°50'54" E; thence N 67°32'25" E, 50.01 feet; thence 40.61 feet along the arc of a curve concave to the southeast having a radius of 25.00 feet, a central angle of 93°03'55", and a chord of 36.29 feet which bears N 22°50'44" E; thence N 25°28'45" W, 80.27 feet; thence 38.15 feet along the arc of a curve concave to the northeast having a radius of 25.00 feet, a central angle of 87°18'33", and a chord of 34.52 feet which bears N 67°20'30" W; thence N 23°41'23" W, 70.67 feet; thence 40.37 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 92°31'29", and a chord of 36.13 feet which bears N 22°34'31" E; thence N 26°29'18" W, 50.21 feet; thence 37.16 feet along the arc of a curve concave to the northeast having a radius of 25.00 feet, a central angle of 85°09'41", and a chord of 33.83 feet which bears N 68°48'08" W; thence 244.06 feet along the arc of a curve to the left having a radius of 330.00 feet, a central angle of 42°22'27", and a chord of 238.52 feet which bears N 47°24'31" W, to a point of reverse curve; thence 35.74 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 81°54'12", and a chord of 32.77 feet which bears N 27°38'39" W; thence N 33°18'27" E, 162.69 feet; thence 32.95 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 75°11'21", and a chord of 30.62 feet which bears N 51°04'08" E; thence N 02°31'10" E, 58.15 feet; thence N 02°38'57" W, 172.65 feet; thence departing from the easterly boundary of said COPPER RIDGE, TRACT B1, run N 51°33'10" W, 132.29 feet; thence N 89°51'53" E, 820.22 feet to a point on the southeasterly line of the S.C.L. Railroad right-of-way; thence along said right-of-way run S 46°23'55" E, 685.96 feet; thence continue 711.94 feet along said right-of-way line and the arc of a curve to the left having a radius of 5767.15 feet, a central angle of 07°04'23", and a chord of 711.50 feet which bears S 49°56'07" E, to a point on the west right-of-way line of South Dover Road, according to Deed Book 1514, page 242, of the Public Records of Hillsborough County, Florida; said right-of-way being 25.00 feet west of and parallel with the east line of the SE 1/4 of said Section 29; thence S 00°07'40" E, 308.09 feet along said west right-of-way line of South Dover Road to a point on the North boundary of that parcel conveyed to Hillsborough County as "Future Road" by deed recorded in O.R. 8433, page 1462, Hillsborough County Records; thence departing said South Dover Road right-of-way line, run along the North boundary of said Future Road Parcel the following four courses: (1) N 89°30'25" W, 84.47 feet; (2) thence 599.21 feet along the arc of a curve to the left having a radius of 1050.00 feet, a central angle of 32°41'50", and a chord of 591.11 feet which bears S 74°08'40" W; (3) thence S 57°47'45" W, 1022.47 feet; (4) thence 351.63 feet along the arc of a curve to the right having a

radius of 950.00 feet, a central angle of $21^{\circ}12'26''$, and a chord of 349.62 feet which bears $S 66^{\circ}23'58'' W$, to the Point of Beginning.

PARCEL 2:

A portion of the SE 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida, described as follows:

As a point of reference, commence at the southeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida; thence $N 89^{\circ}30'25'' W$, along the South line of the Southeast 1/4 of said Section 29, 25.00 feet to a point on the west right-of-way line of South Dover Road per Deed Book 1514, page 242, of the Public Records of Hillsborough County, Florida, and the Point of Beginning; thence continue $N 89^{\circ}30'25'' W$, 511.12 feet; thence $N 00^{\circ}29'35'' E$, 20.00 feet; thence $N 29^{\circ}35'45'' W$, 151.07 feet; thence $N 17^{\circ}35'51'' E$, 105.57 feet; thence $N 53^{\circ}17'24'' E$, 32.80 feet; thence $N 12^{\circ}56'59'' E$, 41.34 feet; thence $N 67^{\circ}37'44'' E$, 52.10 feet; thence $N 04^{\circ}50'14'' W$, 37.49 feet; thence $N 60^{\circ}40'34'' E$, 14.85 feet; thence $N 89^{\circ}52'20'' E$, 8.15 feet; thence $S 18^{\circ}16'28'' E$, 15.79 feet; thence $N 89^{\circ}52'20'' E$, 104.78 feet; thence $N 00^{\circ}03'12'' W$, 231.54 feet; thence $N 28^{\circ}53'58'' E$, 78.02 feet; thence 75.88 feet along the arc of a curve concave to the east having a radius of 120.65 feet, a central angle of $36^{\circ}02'16''$, and a chord of 74.64 feet which bears $N 30^{\circ}48'24'' W$ to a point of tangency; thence $N 12^{\circ}47'16'' W$, 59.56 feet to a point on the South boundary of that parcel conveyed to Hillsborough County as "Future Road" by deed recorded in O.R. 8413, page 1462, Hillsborough County Records; thence 260.22 feet along said South boundary, and along the arc of a curve concave to the south having a radius of 950.00 feet, a central angle of $15^{\circ}42'39''$, and a chord of 259.40 feet which bears $N 82^{\circ}38'46'' E$, to a point of tangency; thence, continuing along said South boundary, run $S 89^{\circ}30'25'' E$, 85.55 feet to a point on the west right-of-way line of South Dover Road, said right-of-way line being 25 feet west of and parallel with the east line of the SE 1/4 of said Section 29; thence $S 80^{\circ}07'40'' E$, along said west right-of-way line, 842.30 feet to the Point of Beginning.