

maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or approximately by the acts or omissions of such Owner and any guests, invitees, residents or other persons occupying or present upon said Lot.

To extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation (at both trial and appellate levels) involving this Declaration, then that party also

has a right to recover all costs and expenses incurred (including reasonable attorney's fees). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within fifteen (15) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, together with interest thereon at eighteen percent (18%) per annum, shall be a

binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

Section 2. Severability. If any term or provision of this Declaration of the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representative, successors and assigns, for a term of Twenty-Five (25) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

Section 4. Amendment. So long as Declarant owns a Lot subject to this Declaration, or additional realty of Declarant as set forth in Article VIII, Section 5 herein of this Declaration, Declarant may, in its sole discretion amend this Declaration so

long as such amendment is not in violation of the laws of Florida and shall not impair the interest of any Mortgagee of a Lot unless said Mortgagee shall consent in writing to such modification or recision of their rights and interests. Such consent shall be filed with such amendment. The Declaration, as amended, shall be rights and interests appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. Notwithstanding anything to the contrary, any amendment of this Declaration which would affect the surface water management system, including but not limited to the water management portions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District.

In addition to the foregoing, this Declaration may be amended by a vote of 75% of the Owners, entitled to vote, at a duly called meeting of the Association, provided, that (1) any such amendment shall not be effective until recorded on the Public Records of Hillsborough County, Florida, (2) any such amendment shall not adversely affect any rights or interests of Declarant under this Declaration, as the same may be amended by Declarant as provided herein, unless agreed to in writing by Declarant, (3) any such amendment shall not have priority over any amendment made by Declarant, as long as Declarant owns a lot, and (4) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 5. Mergers. The Association may merge into or consolidate with another homeowner's association, and upon such merger or consolidation, the Association's Properties, rights, and obligations shall be transferred to the surviving or consolidated association, or the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association, as on scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

Section 6. Amplification. The provisions of this Declaration are amplified by the Association Documents and By-Laws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles and that the Articles shall control anything in the By-Laws to the contrary.

Section 7. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 8. Joinder. First Union National Bank of Florida, as Mortgagee holding a valid first mortgage lien on the Property, hereby consents to this declaration, and joins in the execution of same for the purposes of subordinating its lien to the terms and conditions of this Declaration.

Section 9. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 10. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 11. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

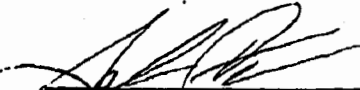
Section 12. Notice. Any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice, unless otherwise stated herein. Any such notice shall be effective upon

mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

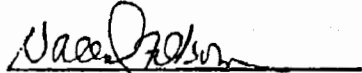
IN WITNESS WHEREOF, the Declarants, Brandon Properties Partners, Ltd., have caused these presents to be executed in their names properly attested on the day and year first above written.

Executed and declared in the presence of:

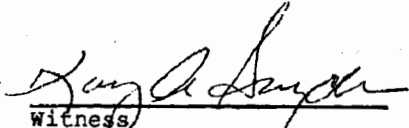
Brandon Properties Partners,  
a Florida Limited  
Partnership, by Shimberg  
Cross Company as General  
Partner

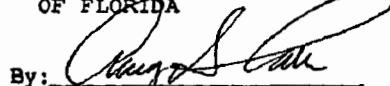
  
\_\_\_\_\_  
Witness  
GALEN CUSTARD  
Print Name  
D. Kay Mills  
Witness  
D. Kay Mills  
Print Name

  
\_\_\_\_\_  
By: Glen Cross, President

  
\_\_\_\_\_  
Attest: Noreen Folsom,  
Secretary

FIRST UNION NATIONAL BANK  
OF FLORIDA

  
\_\_\_\_\_  
Witness  
Kay A. Snyder  
Print Name  
Janice K. Tice  
Witness  
Janice K. Tice  
Print Name

By:   
\_\_\_\_\_  
CRAIG H. CARRIER  
VICE PRESIDENT

STATE OF FLORIDA  
COUNTY HILLSBOROUGH

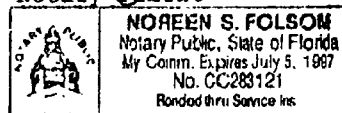
OFF. 77796 101  
REC.

The foregoing instrument was acknowledged before me this 30th  
day of May, 1995 by Alan E. Cross  
President, Shmberg Cross Company as General Partner for Brandon  
Properties Partners, a Florida Limited Partnership. He/she is  
personally known to me or has produced (type of identification) as  
identification and did (did not) take an oath.

Nora Adams  
Notary Public

My Commission Expires:

7-5-97



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st  
day of June, 1995 by Craig A. Corrier  
Vice President of First Union National Bank of Florida  
He/she is personally known to me or has produced (type of  
identification) as identification and did (did not) take an oath.

Janice K. Tice  
Notary Public

My Commission Expires:

4-26-97

