

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF
BRADEN WOODS SUBDIVISION, PHASE VI

THIS DECLARATION IS MADE this 25 day of September, 1986, by MANATEE JOINT VENTURE, a Florida General Partnership, (hereinafter referred to as "Developer"), being the owner of all of the real property lying and being in BRADEN WOODS SUBDIVISION, PHASE VI, a subdivision as per plat thereof recorded in Plat Book 23, Pages 35 through 44, inclusive, of the Public Records of Manatee County, Florida.

W I T N E S S E T H:

THAT in order to promote the uniform development of BRADEN WOODS SUBDIVISION, PHASE VI, to insure that only single family residences of high quality are constructed therein, and to insure that the quality of the neighborhood will be preserved and maintained, Developer hereby makes this Declaration of Covenants, Conditions, Easements and Restrictions, (hereinafter referred to as "Declaration"), the terms of which Declaration shall constitute covenants running with the land and shall be binding upon and inure to the benefit of all present and future Owners of any Lot or parcel of land lying within and forming a part of BRADEN WOODS SUBDIVISION, PHASE VI, as hereinafter defined.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to BRADEN WOODS PHASE VI HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

(b) "Association Area" shall mean and refer to the Nature Preserve, as shown on the plat of the Subdivision, all improvements constructed thereon, and all other land and improvements not forming a part of any Lot in the Subdivision or forming a part of any road right-of-way dedicated to the County of Manatee, political subdivision of the State of Florida, all of which area shall be for the use and benefit of the Lot Owners and their immediate families, lessees, guests and invitees.

(c) "BRADEN WOODS SUBDIVISION, PHASE VI" shall mean and refer to the single family residential subdivision recorded in Plat Book 23, Page 35 through 44, inclusive, of the Public Records of Manatee County, Florida.

(d) "Developer" shall be construed in the singular and plural, as is necessary, and shall mean and refer to Manatee Joint Venture, its nominees, successors and assigns.

(e) "Lot" shall mean and refer to the residential lots designated on the plat of BRADEN WOODS SUBDIVISION, PHASE VI.

(f) "Lot Owner" or "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot in the Subdivision.

(g) "Manatee Joint Venture" shall mean and refer to FLORIDA FIRST SERVICE CORPORATION, a Florida corporation, FIRST ENVIRONMENTAL SERVICES, INC., a Florida corporation, and PURSLEY, INC., a Florida corporation, doing business as MANATEE JOINT VENTURE, a Florida general partnership.

(h) "Subdivision" shall mean and refer to BRADEN WOODS SUBDIVISION, PHASE VI, as per plat thereof recorded in Plat Book 23, Pages 35 through 44, inclusive, of the Public Records of Manatee County, Florida.

ARTICLE II

Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is all of the property forming and being a part of BRADEN WOODS SUBDIVISION, PHASE VI.

ARTICLE III

Restrictive Covenants

In order to establish and maintain an exclusive residential subdivision of the highest quality for the maximum benefit and enjoyment of its residents, the following covenants, conditions, easements and restrictions shall constitute covenants running with the land and shall be binding upon and inure to the benefit of all owners of Lots lying and being in the Subdivision.

1. Residential Lots. All Lots shall be known and described as residential lots and shall be used solely for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling (not exceeding thirty-five (35) feet in height) which dwelling must have an attached two (2) car enclosed garage. The permitted dwelling shall be in a style, form and appearance which shall be harmonious with the architectural motif of the Subdivision and shall be aesthetically complimentary thereto. No construction of any kind shall be permitted until the approval of the Architectural Committee has been obtained in writing, as hereinafter provided.

2. Compliance with Applicable Governmental Regulations. Any and all construction in the Subdivision shall be in compliance with all applicable state and local governmental regulations, including but not limited to, building codes, zoning regulations and setback requirements, which may be in effect from time to time.

3. Minimum Floor Space. No dwelling which has a livable floor space of less than 1,500 square feet, exclusive of open porches, terraces, lanais, garages or other like improvements shall be constructed or maintained upon any lot in the Subdivision.

4. Outbuildings. No detached outbuildings, including aluminum sheds or portable structures shall be placed or constructed on any lot at any time except one detached outbuilding up to 120 square feet (10 x 12) will be allowed on each lot provided construction materials and colors match those of the main house and further, provided such building has Architectural Committee approval prior to commencement of construction or installation of said structure.

5. Recreational Vehicles. No boat, travel trailer, camper or similar vehicle shall be allowed on any Lot unless it is appropriately garaged, hidden or screened from the street and the neighboring Lots. No travel-trailers, boats, tents, temporary structures or like improvements shall be used as a residence in the Subdivision at any time.

6. Mobile Homes. No trailer, mobile home (single or double wide), outbuilding or similar structure shall be placed or constructed on any Lot at any time, either temporarily or permanently, except as provided under the provisions of Paragraph 15 of this Article III (Temporary Structures) below and Paragraph 4 of this Article III (Outbuildings) above.

7. Motorcycles. No motorcycles, motorbikes, four wheel drive vehicles, minibikes, trail bikes or other similar motor driven vehicles shall be operated upon any Lot or parcel of land in the Subdivision. Trails or tracks for such power driven bikes are specifically prohibited from all Lots or parcels within

the Subdivision. Any such vehicles must be garaged or otherwise stored in such a manner that they are not visible from any other Lot or from the streets. Maintenance work, except for washing or minor repairs, may not be undertaken on any vehicles of any nature whatsoever except inside a garage.

8. Signs. No sign of any kind shall be displayed to the public view on any Lot in the Subdivision, except as herewith provided:

(a) For Sale By Owner Signs.

No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than six (6) square feet or 2'-0" x 3'-0" in size, advertising the Lot for sale or rent. All signs shall be erected on wooden sign posts obtained through the Homeowners Association. No metal sign post shall be allowed to advertise any Lot, house or service for sale.

(b) Realtor's For Sale Signs.

One realtor sign may be displayed on each Lot on the above-described wooden post. The realtor sign shall not exceed six (6) square feet or 2'-0" x 3'-0" in size. One trailer sign not larger than 6" x 3' may be displayed above the post's arm or attached below larger sign indicating sales associate's name, whether the Lot is sold, an open house, etc.

(c) Builder Signs.

Any general contractor licensed in the State of Florida may display to the public view, his company sign, but only on a Lot which he owns or upon which he is currently constructing a building, provided, however, he may display only one (1) sign of not more than six (6) square feet or 2'-0" or 3'-0" in size, advertising his company only. This sign shall be erected on a wooden post obtained through the Homeowners Association. All other subcontractor signage shall not be permitted to be displayed in the Subdivision.

(d) Open House Signs (Owner).

Owner shall obtain one (1) sign post from the Homeowners Association, for advertising an open house, which sign post shall be placed only upon the Owner's Lot or such other place as may be designated in writing by the Homeowners Association. No metal sign posts or other signage advertising an open house shall be permitted.

(e) Open House Signs (Realtor).

Realtor shall obtain one (1) sign post from the Homeowners Association for advertising an open house. No metal sign posts or other signage advertising an open house shall be allowed.

Realtor shall be allowed to display the open house sign from 1:00 p.m. until 5:00 p.m. on Saturdays and Sundays only. Two (2) pole flags advertising the open house may be erected at the driveway entry. No other types of flags, banners, streamers shall be placed around the Lot, house or any other location within the Subdivision. Realtor shall not display arrow signs within the Subdivision, directing traffic to the open house.

(f) Sign Post.

The Homeowners Association shall make available to the Owner, the builder, and the realtor the following sign post:

A 4" x 4" wooden post of sufficient height as to hang one (1) six (6) square foot sign with a 4" x 4" wooden horizontal arm attached to the vertical post. The wooden horizontal arm shall be equipped with two (2) "J" hooks for securing a sign.

Each Owner, builder or realtor obtaining a sign post shall deposit the sum of Twenty-Five and 00/100 Dollars (\$25.00) with the Homeowners Association prior to receiving the sign post. The deposit shall be refunded upon return of the sign post in good condition.

(g) No more than one (1) post with signage shall be displayed on any Lot at any one time.

(h) All signs must be professionally lettered.

(i) Display of all other signs shall be subject to the prior written approval of the Architectural Review Board.

The Developer is excluded from complying with the provisions of this paragraph 7 and may place signs throughout the Subdivision in the manner it deems proper.

9. Mailboxes. No mailbox of any kind shall be constructed or maintained on any Lot in the Subdivision, except as hereinafter provided:

(a) For so long as the Developer is a Class B member of the Association, only those mailboxes which are approved by the Developer shall be used in the Subdivision. Subsequent thereto, the Architectural Committee shall approve the type, design and color of mailboxes which may be used in the Subdivision. Until Developer gives notice to the contrary, Developer shall provide, at Owners expense, a mailbox and post for each Lot, which mailbox shall be of a common design and color and shall be used throughout the Subdivision. Such mailbox and post shall be installed at the individual Lot Owner's expense and shall be located on his Lot at the location as directed by the Developer to insure uniformity throughout. Such mailbox and post will be provided by the Developer upon receiving a request therefore from a Lot Owner.

(b) Maintenance of the mailbox and post shall be provided by the Association to insure the continued acceptable appearance of the Subdivision.

10. Swimming Pools. No swimming pools shall be constructed on any Lot in the Subdivision, except as herein provided:

(a) All swimming pools shall be designed and constructed so that the deck and surrounding patio or walkway, if any, is at ground level. This provision is intended to prohibit the installation of any above-ground swimming pools on any Lot in the Subdivision.

(b) The Architectural Committee shall have the power and the authority to allow for some deviation in this restriction in cases where existing conditions prohibit construction of such an improvement at absolute ground level, but in no case shall it allow the construction of an above-ground swimming pool.

11. Clothes Drying Area. No portion of any Lot or the Subdivision shall be used for drying or hanging clothes or laundry of any kind, it being the intention that such uses be restricted to the interior of the residences and garages.

12. Refuse. No Lot shall be used or maintained as a dumping ground for trash, rubbish or garbage. Trash or garbage containers, oil tanks, or bottled gas tanks must be underground

or placed in walled-in areas so they shall not be visible from the adjoining properties or from the street.

13. Animals. No livestock or poultry of any kind shall be placed, kept or maintained on any Lot or part of the Subdivision, except that Lot Owners may keep usual house pets, provided that they do not become a nuisance or an annoyance to the neighborhood and provided that they are not kept, bred or maintained for any commercial purposes.

14. Mining. No refining, quarrying, barrowing or mining operations of any kind shall be permitted on any Lot or any part of the Subdivision.

15. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to construction trailers or construction offices used by the Developer and/or Lot Owners during the construction of the residential dwelling on a Lot owned by the Developer or such Lot Owner; it being clearly understood that these latter temporary shelters shall not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

16. Unused Equipment. No unused equipment, such as car bodies, materials or unsightly debris shall be allowed to remain on any Lot unless under roof and unless the same is concealed from public view.

17. No Further Subdividing. No Lot shall be subdivided.

18. Time Limit on Construction. The exterior for all residential dwellings and other accessory structures shall be completed within one (1) year after the commencement of the construction, except where such completion is made impossible or would result in great hardship to the Lot Owner or builder due to strikes, fires, national emergencies, natural calamities, or the impossibility of obtaining necessary materials or reasonable substitutes therefor.

19. Sales Agency. Notwithstanding anything to the contrary herein contained, the Developer may construct and maintain a sales agency office or offices, together with a sign or signs, on Lots of its choosing in the Subdivision.

20. Commercial Vehicles. Commercial vehicles shall not be allowed to remain on the streets within the Subdivision, except when conducting business. If an Owner has a commercial vehicle, it must be appropriately garaged or screened so as not to be an unsightly nuisance to the neighborhood.

21. Utility and Drainage Easements.

(a) Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded plat for the Subdivision. No structures, planting or other materials shall be placed or permitted to remain within these easement areas which may impair the intended use of such easement areas, including but not limited to, changing the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas on each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot on which they are located, except those improvements for which a public authority or utility company is responsible. The Developer reserves the right for itself and for the benefit of the Association, public or private utility agencies, authorities or franchises, to enter upon any Lot or the Association Area for the purpose of installing, maintaining, repairing or replacing any utility or drainage facility within the easement area without notice to or consent from any Lot Owner or the Association and without compensation to any Lot Owner or the Association. Such entries shall be deemed lawful entries and not trespasses.

(b) All utility lines and lead in wires for electrical, telephone and cable T.V. service located within the confines of a Lot, but outside of utility easements, shall be located underground at a depth of not less than twelve (12) inches from the surface; provided, however, nothing contained herein shall prevent an aboveground temporary power line to a residential dwelling during the construction thereof.

22. Maintenance of Lots. Each Lot Owner shall keep his Lot free of all accumulation of trash or other material which may present an unsightly appearance or constitute a fire hazard. In the event a Lot Owner fails to keep his Lot free of such accumulated trash and other like materials, then the Association may enter upon said Lot and remove such refuse and charge the Lot Owners for such services, and every such entry on the part of the Association or its employees or agents shall be deemed to be a lawful entry and not a trespass. Absolutely no burning of any material of any nature shall be permitted on any Lot at any time.

23. Lawful Conduct. No unlawful or immoral use shall be made of any Lot or any part thereof, and no noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring Lots or to the Subdivision.

24. Antennas. No outside antenna, receiving dish or other similar radio or television receiving apparatus whatsoever shall be placed, maintained or constructed on any Lot.

25. Front Yard Building Setback. There shall be a minimum front yard building set back of thirty-five (35) feet, provided, however, in no case shall the front yard building setback be less than that required by the Manatee County Zoning Code.

26. Lakes; Maintenance Easement. The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within the Subdivision or adjacent or near thereto, for the purpose of irrigation or other use, and the placement of any matter or object in such lakes shall require the written consent of the Developer or the Association. The Developer and the Association shall have the right to control the water level of all lakes and to control the growth and irrigation of plants, fowl, reptiles, animals, fish and fungi and in on such lakes. The Owner of each lake lot recognizes that the plants and fauna on the lake are necessary to filter the stormwater runoff from the subdivision and the Owner shall not disturb or alter the plants or fauna without the consent of the Developer or Association. The owners of lots upon which lake is situated shall be responsible for the cost of maintaining the lake as provided for in Article V, Section 7, except that all members of the Association shall be responsible for the maintenance of the littoral zone improvements and plants and the outfall structure as part of the assessments. No docks, bulkheads, moorings, pilings, boat shelters or other structure shall be constructed on any embankments adjacent to such lakes or within such lakes without the written consent of the Association or architectural control committee thereof. No gas or diesel driven boat shall be permitted to be operated on any lakes. Lots which now, or may hereafter be, be adjacent to a lake (the "Lake Lots") shall be maintained by the Owners of such lots and any embankments shall be maintained by the Owners so that grass, planting or other lateral support to prevent erosion of the embankment of the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association or architectural control committee thereof. The area along the water's edge of any lake shall also be maintained by the Owner of said Lake Lot as if said area were a portion of the Lot owned and shall be landscaped and/or sodded by said Owner. If the Owner of any Lake Lot or the Association fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Developer or its agent or representative shall have the right, but no obligation, to enter upon any such Lake

Lot or area to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Lot or the Association. Owners shall have the right to reasonable use and benefit of the lakes now existing or which may hereafter be erected, either within the Subdivision or adjacent thereto, subject to the right of Developer or Association to adopt reasonable rules and regulations from time to time in connection with use of the lakes by Owners and Developer's designees and assignees. The Association or the Developer shall have the right to deny such use to any person who in the opinion of Developer, or in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the lakes. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons as may be designated by Developer or the Association from time to time.

27. Association Area.

(a) Use of Nature Preserve. The land comprising the Nature Preserve, as depicted on the Plat, is intended to benefit and to be used by all Lot Owners and other designees or assignees of developer and shall be used in accordance with rules and regulations governing the method, time and manner of use as may be promulgated by the Board of Directors of the Association from time to time. The Nature Preserve shall also be used as part of the over all water management system serving the subdivision and other areas designated by developer.

(b) Ownership of the Nature Preserve. The Developer currently holds title to the Nature Preserve and, in its sole discretion, may continue to hold such title for so long as it is the Class B member of the Association, as such member is described in Article IV hereof. At such time that the Developer is no longer the Class B member of the Association, or sooner if it desires, the Developer shall convey to the Association by Quit Claim Deed, title to the Nature Preserve, subject to the rights of ingress, egress, use and maintenance of other designees or assignees of developer, together with all of its rights and interest in and to any and all fixtures and improvements located thereon. Such conveyance shall be subject to the terms and provisions of this Declaration, taxes for the current year, applicable zoning ordinance, and such facts as an accurate survey would show. The Association shall be required to accept such conveyance "as is" at the time of the conveyance, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the property and the fixtures and improvements thereon. All costs and expense of such conveyance shall be paid by the Association. The Association shall not dispose of the Nature Preserve or any common open space, by sale or otherwise, except to an organization conceived and organized to own and maintain such Nature Preserve or common open space, without first offering to dedicate same to Manatee County, Florida, or other appropriate governmental agency.

(c) Maintenance and Care. The Association shall be responsible for the maintenance and care of all property forming a part of the Association Area, including the Nature Preserve. However, in the event the Association shall fail to maintain such in reasonable order, the County of Manatee shall have the right to maintain the Association Area under and in accordance with the provisions of subparagraph (6) of Section 205 G.3 (Common Open Space and Common Improvement Regulations) of the Manatee County Zoning and Development Code, as amended from time to time, which provisions are, by this reference, incorporated herein and made a part hereof. In the event that the Association and the County of Manatee fail to maintain the Nature Preserve in reasonable order, the Developer shall have the right to maintain the Nature Preserve and charge the Association for such maintenance.

(d) Disturbance of Common Open Space. No portion of the Association Area which is a part of the common open space or Nature Area shall be denuded, defaced or otherwise disturbed

in any manner at any time, except for maintenance or repair without the prior written approval of the Director of the Manatee County Planning and Development Department.

(e) Right of Entry by County. The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire fighting personnel, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Association Area as may be necessary to perform their duties.

28. Architectural Control.

(a) Approval of Plans. To further insure the development of the Subdivision as a residential area of rustic design and of the highest quality and standards and in order to insure that all improvements constructed upon each Lot in the Subdivision shall present an attractive and pleasing rustic appearance from all sides of view, there shall be an Architectural Committee to review all plans and specifications prior to commencement of construction of any Lot in said Subdivision. The original Architectural Committee shall be composed of three (3) persons appointed by the Developer who shall serve on said committee so long as the Developer is a member of the Association. At such time as the Developer is no longer an Owner of any Lot in the Subdivision, then the Association shall appoint an Architectural Committee to replace the committee originally appointed by the Developer.

(b) Power of Architectural Committee.

(1) The Architectural Committee is hereby given and granted the exclusive power and discretion to control and approve all buildings, structures and other improvements to be constructed upon each Lot in the Subdivision in the manner and to the extent set forth herein. No residence, building, or other structure and no fence, walled utility area, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot in the Subdivision nor shall any addition to or exterior change of alteration be made to any existing residence building or structure unless and until building plans and specifications covering the same, showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes, location and orientation of Lot and approximate square footage, construction schedule, front side and rear elevations, and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the Lots showing any changes proposed to be made in the elevation or purpose contours of the land, have been submitted to and approved in writing by the Committee.

(2) Front elevations of all residences, buildings or structures visible from a right-of-way shall be of rustic design constructed of either brick, wood, stone or similar material approved by the Committee. Stucco may be used in combination with the above materials as a compliment. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the location of home on each site of the residence under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its sole discretion and opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects any proposed plans and specifications as submitted, the Committee shall so inform the property owner in writing, stating with reasonable detail the reason(s) for disapproval and the Committee's recommendation to remedy same if, in the sole opinion of the Committee, a satisfactory remedy is possible. In passing upon such building plans, the Committee may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the

building plot where the proposed construction is erected, the quality of the proposed workmanship and materials, the harmony and exterior design with the surrounding neighborhood and existing structures therein and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

(c) Method of Approval. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, the Lot Owner shall submit two (2) complete sets of plans and specifications to the Committee for review. Upon the Committee giving written approval of the plans and specifications, construction shall be commenced and proceed to completion promptly and in strict conformity with such plans and specifications. The Committee shall be entitled to enjoin any construction in violation of these provisions and any such exterior addition to or change or alterations made without application having first been made and approval obtained as required shall be deemed to be in violations of this covenant and may be required to be restored to the original condition at the Lot Owner's cost. In the event the Committee fails within thirty (30) days of receipt of proposed plans and specifications to approve or disapprove the same, approval will not be required and this paragraph shall be deemed to have been fully complied with.

(d) All structures must be built and landscaping completed to comply substantially with the plans and specifications as approved by the Committee.

29. Enforcement of Restrictive Covenants. If any Lot Owner or future Lot Owner of any Lot in the Subdivision shall violate any one or more of the covenants and restrictions or attempt to violate any one or more of the covenants and restrictions set forth in this Article III, it shall be lawful and proper for any other Lot Owner or Lot Owners owning Lots within the Subdivision or the Association to bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, either to prevent such violation or to recover damages by reason thereof. The prevailing party to each action shall be entitled to recover all costs and expenses, including Court costs, from the losing party or parties and reasonable attorney's fees, incurred by the prevailing party in bringing such action, including same on appeal.

ARTICLE IV

Homeowners' Association

1. Incorporation. The Developer has caused BRADEN WOODS VI HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, to be incorporated pursuant to the Florida Statutes.

2. Purposes. The purposes of the Association include, but are not limited to;

(a) Promoting the health, safety and general welfare of the residents of BRADEN WOODS SUBDIVISION, PHASE VI;

(b) Constructing, installing, improving, maintaining and repairing any properties lying within the Association Area which give common benefit to all residents in the Subdivision;

(c) Adopting such guidelines and rules as it deems necessary to control the over-all appearance of the Association Area, as well as the uses thereof;

(d) Purchasing, installing and maintaining any improvements which the Association deems necessary for the improvement of the Subdivision, including, but not limited to the installation and maintenance of median and entry-way landscaping,

entry-way sign, public street lighting throughout the Subdivision and other similar improvements;

(e) Owning, constructing, and maintaining any recreational facilities which the Association deems to be in its best interest;

(f) Maintaining any easement areas, Association areas, including the Nature Preserve, and detention ponds within the Subdivision which are not deemed properly maintained by the individual Lot Owners.

3. Membership.

Each Lot Owner of any Lot lying within BRADEN WOODS SUBDIVISION, PHASE VI (notwithstanding how such ownership interest was acquired) shall be a member of the Association and, by acceptance of any ownership interest in a Lot, agrees to comply with and abide by the terms and provisions set forth in this Declaration, the Articles of Incorporation and the Bylaws of the Association, as they may be amended from time to time, together with such Rules and Regulations as may be adopted and amended by the Association from time to time.

4. Voting Classification. The Association shall have two (2) classes of voting membership:

(a) CLASS A. Class A members shall be all Lot Owners, with the exception of the Developer, and there shall be one (1) vote for each Lot, except as otherwise provided in the Bylaws.

(b) CLASS B. The sole Class B member shall be the Developer, and it shall be entitled to cast such number of votes, on each and every matter coming before the membership for a vote thereon, equal to the product obtained when multiplying the number of Class A votes entitled to be cast times four (4). The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When Developer has sold and conveyed all Lots to third parties; or

(2) When Developer elects in its sole discretion to transfer control of the Association to the Class A membership; or

(3) On January 1, 1999.

(c) Notwithstanding anything to the contrary contained herein, upon conversion of the Class B membership to Class A membership, the Developer shall become a Class A member with regard to each Lot owned by it, and shall be entitled to one (1) vote for each such Lot on all questions and matters coming before the membership of the Association for a vote thereon.

ARTICLE V

Covenants for Assessments

1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot lying within the Subdivision, (regardless of how title is acquired, including without limitation, a purchase at a judicial sale), by acceptance of such ownership, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessment or charges and any special assessment which the Association shall from time to time fix and establish in accordance with terms hereinafter set forth. All such assessments, together with interest thereon from the date due at the rate of fifteen percent (15%) per annum and costs of collection thereof including attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The liability

for assessments may not be avoided by waiver of the use and enjoyment of the Association Area, or by abandonment of the Lot against which the assessment was made. In a voluntary conveyance, the buyer shall be jointly and severally liable with the seller for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the buyer to recover from the seller the amounts paid by the buyer therefor.

2. Effective Date of Lien. Notwithstanding the foregoing, a lien for unpaid assessments shall only be effective from and after the time of recording in the Public Records of Manatee County, Florida, a Claim of Lien stating the description of the Lot, the name of the Lot Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid.

3. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, welfare and recreation of the residents of the Subdivision, and in particular for effectuating the purposes of the Association from time to time, including but not limited to those set forth in Article IV above. In addition, the assessments shall be used to pay the Association's costs of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision of the Association area and any other areas within the Subdivision which are of common benefit to the Owners, as well as for such other permissible activities undertaken by the Association.

4. Contribution to Braden Woods Homeowners' Association, Inc. The assessments collected from the lot owners shall also be used to pay a contribution to the Braden Woods Homeowners' Association, Inc., a Florida Non-profit Corporation which manages and maintains Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV. The purpose of said contribution is to defray in part the cost of maintenance, repair and replacement of the main entrance to Braden Woods and the street lights located within the various subdivisions which are a part of Braden Woods. The contribution to Braden Woods Homeowners' Association, Inc. shall be calculated as follows:

Cost of Maintenance, Repair and Replacement	X	<u>Number of Lots in Braden Woods, Phase VI</u>
		Number of Lots in all Subdivisions in Braden Woods

= Contribution to Braden Woods Homeowners'
Association, Inc.

The contribution shall be payable on a monthly, quarterly or annual basis, as requested in writing by the Braden Woods Homeowners' Association, Inc. The contribution may not be waived by The Association or any Lot Owner for any reason whatsoever, including but not limited to non-use of the entrance or non-use or abandonment of an Owner's Lot.

5. Annual Assessments. The annual assessment, including funds for special improvement projects, shall be determined on a yearly basis by the Board of Directors of the Association, including reasonable reserves. Annual assessments shall be payable in advance of such times as the Board of Directors shall determine.

6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the first day of such month determined by the Board of Directors of the Association be the date of commencement. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

7. Assessment Apportionment. The Owner(s) of each Lot shall bear one eighty-seventh (1/87th) of all assessments,

whether annual, special or otherwise, which is levied by the Board of Directors of the Association for all general assessments. The Owner(s) of each lake front lot shall bear its proportionate share of lake maintenance costs with other lake front lot Owners in the form of assessments, whether annual, special or otherwise, which is levied by the Board of Directors of the Association related to the maintenance of the lakes.

8. Enforcement of Assessment Lien. In the event a Lot Owner fails to pay any sums, charges, or assessments required to be paid to the Association within thirty (30) days from their due date, the Association, acting on its own behalf or through its Manager, may:

(a) foreclose the lien encumbering said Lot in the same manner provided for the foreclosure of mortgages by the Florida Statutes, or

(b) bring an action at law or in equity against the Lot Owner personally obligated to pay such assessment without waiving the lien securing the same, or

(c) maintain such other and further action as may be permissible by the laws of the State of Florida to recover the full amount of the unpaid assessment.

9. Costs; Attorneys' Fees. In any action, either to foreclose its lien or to recover from said Lot Owner, the Association shall have the right to recover interest, Court costs, and a reasonable attorney's fee, including any fees incurred on appeal, it may incur in collecting the assessment from the Lot Owner, which shall be added to the amount of any assessment due. Failure by the Association to bring such action in any instance shall not constitute a waiver of the rights created herein. No Lot Owner may waive or otherwise escape liability for assessments by non-use of the Association Area or abandonment of his Lot.

10. Subordination of Lien. Where a mortgagee of a first mortgage of record or other purchaser obtains title to a Lot as a result of foreclosure of the first mortgage, or where a first mortgagee accepts a deed to said Lot in lieu of foreclosure, such acquiror of title and its successors and assigns shall not be liable for assessments pertaining to such Lot which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessment that is recorded prior to the recording of the foreclosed mortgage. The holder of a first mortgage or other purchases acquiring title to a Lot as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of assessments coming due during the period of such ownership. As used herein, the term "first mortgage" shall not include a purchase money mortgage given by a buyer to a seller upon acquisition of title to a Lot.

ARTICLE VI

General Provisions

1. Amendment.

(a) Developer reserves the right to amend, modify, or rescind such parts of this Declaration as it, in its sole discretion, deems necessary and appropriate so long as it is a Class B member of the Association without the joinder of, consent of or notice to Lot Owners.

(b) After Developer ceases to be a Class B member of the Association, the Board of Directors and the members of the Association may modify or amend this Declaration if notice of the proposed change is given in the notice of the meeting at which such action will be considered. An amendment may be proposed

either by the Board of Directors or by not less than ten percent (10%) of the "voting representatives" as such term is defined in the Bylaws. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of (1) not less than two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the voting representatives who cast their vote; or (2) not less than seventy percent (70%) of the voting representatives who cast their vote; however, in no case shall a resolution be adopted by less than fifty-one percent (51%) of the total of the "voting representatives". Directors and members not present at the meeting considering the amendment may express their approval, in writing, given before such meeting to an officer of the Association.

(c) An amendment, other than amendments made by the Developer, shall be evidenced by a certificate certifying that the amendment was duly adopted and including the recording data identifying the Declaration, which certificate shall be executed by the proper officers of the Association in the same formality required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of the Association is not required. Any and all amendments shall become effective only when properly recorded in the Public Records of Manatee County, Florida.

2. Duration. The covenants, conditions, easements and restriction set forth in this Declaration shall be covenants running with the land and shall be binding upon all parties and all persons having an interest in any portion of the land lying and being within the Subdivision, for a period of twenty-five (25) years from the date this Declaration is recorded among the Public Records of Manatee County, Florida, after which time the same shall be automatically extended for successive periods of twenty-five (25) years, unless terminated in accordance with the terms of this Declaration.

3. Termination. This Declaration may only be terminated upon written consent of ninety percent (90%) of all of the voting representatives in the Association, which written consent must be duly recorded among the Public Records of Manatee County, Florida, subject, however to any prior governmental approval required by the Manatee County Zoning and Development Code, as duly amended from time to time. Notwithstanding anything to the contrary herein contained, so long as the Developer holds any Lot in the Subdivision for sale in the ordinary course of business, this Declaration shall not be terminated without its consent.

4. Enforcement. In addition to the enforcement provisions otherwise contained in this Declaration, the Association or any Lot Owner shall have the right to proceed at law or in equity against any person or persons or other legal entities violating or attempting to violate any of the provisions set forth in this Declaration or to recover damages for such violation; and failure by the Association or any Lot Owner to enforce any provision set forth therein shall in no way be deemed a waiver of the right to do so thereafter.

5. Incorporation of Declaration. Any and all deeds conveying a Lot or any portion of the Subdivision shall be conclusively presumed to have incorporated therein all of the terms, conditions and provisions of this Declaration whether or not such incorporation is specifically set forth by reference in such deed, and acceptance by the grantee of such deed shall be conclusively deemed to be an acceptance by such grantee of all the terms and conditions of this Declaration.

6. Construction. Whenever the context so permits or requires, the use of the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

7. Severability. Invalidation of any one of these covenants, restriction, conditions or easements by judgment or

Court order shall in no way effect any other provision, which shall remain in full force and effect.

8. Binding Effect. This Declaration shall be binding upon and inure to the benefit of the Developer, the Association, and each of the Lot Owners, their respective heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any of said parties. The Association is a party to this Declaration so as to assume the obligations and responsibilities set forth herein.

9. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Manatee County, Florida.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC. doing business as MANATEE JOINT VENTURE, a Florida general partnership, and BRADEN WOODS PHASE VI HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, have caused this Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE VI, to be executed the day and year first above written.

Signed, Sealed and Delivered in the presence of:

MANATEE JOINT VENTURE, a Florida general partnership

(Corporate Seal)

By: FLORIDA FIRST SERVICE CORPORATION

ATTEST: Jeanne E. Richards
Secretary

By: Donald R. Feaster
DONALD R. FEASTER
Senior Vice President

Brenda A. Angel
Barbara Bryant
As to Florida First Service

(Corporate Seal)

CrossLand Development Corporation

By: CROSSLAND DEVELOPMENT CORPORATION

ATTEST: Donna J. Fields
Secretary

By: Gordon W. Leech
GORDON W. LEECH
President

Martha E. Davis
As to Crossland Development Corporation

(Corporate Seal)

By: PURSLEY, INC.

ATTEST: Jacqueline L. O'Brien
Secretary

By: Larry J. D'Urso, Jr.
LARRY J. D'URSO, JR.,
Senior Vice President

Theresa E. Hancock
Debra L. Cummings
As to Pursley, Inc.

By: BRADEN WOODS PHASE VI HOMEOWNERS' ASSOCIATION, INC.

ATTEST: Jacqueline D. Klein
Secretary

By: Steven R. Mazzei
STEVEN R. MAZZEI
President

John E. Harwick
John E. Harwick
As to Braden Woods Phase VI, Homeowners' Association, Inc.
STATE OF FLORIDA :
COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared ~~Barbara C. Smith~~ and Diane E. Richards, being the Senior Vice President and Secretary, respectively, of FLORIDA FIRST SERVICE CORPORATION, one of the general partners of MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restrictions; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said corporation and the general partnership.

WITNESS MY hand and official seal in the County and State aforesaid, this 26 day of September, 1986.

Monique Savio-Walton
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1990
Bonded thru Agent's Notary Brokerage

STATE OF FLORIDA :
COUNTY OF Manatee :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared GORDON W. LEECH and Shelia C. Smith, being the President and Secretary, respectively, of CROSSLAND DEVELOPMENT CORPORATION, one of the general partners of MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing Declaration of Covenants, conditions, Easements and Restrictions; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said corporation and the general partnership.

WITNESS MY hand and official seal in the County and State aforesaid, this 25 day of September, 1986.

Barbara C. Dault
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 18, 1990

STATE OF FLORIDA :
COUNTY OF Manatee :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared LARRY J. D'URSO, JR., and _____, being the Senior Vice President and _____, respectively, of PURSLEY, INC., one of the general partners of MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restrictions; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said corporation and the general partnership.

WITNESS MY hand and official seal in the County and State aforesaid, this 25th day of September, 1986.

Denise D. Stockton
Notary Public
My Commission Expires: .

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 2, 1989
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA :
COUNTY OF Manatee :

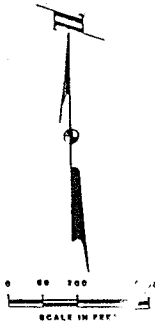
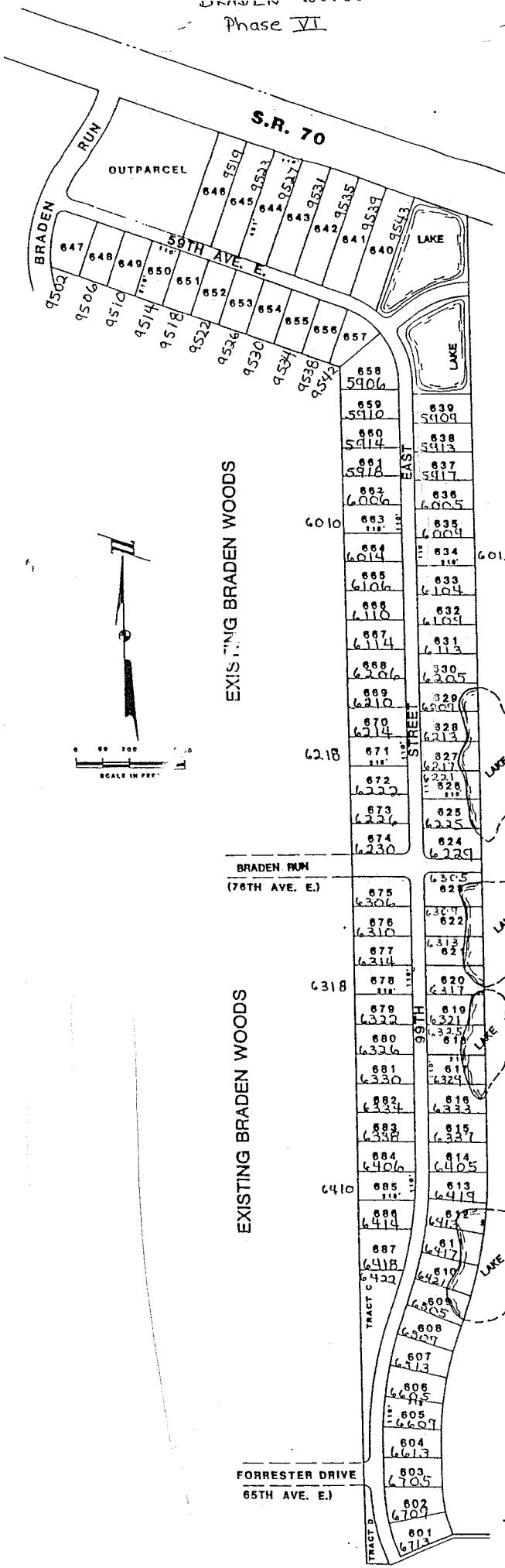
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared STEVEN R. MAZZEI, and _____, being the President and _____, respectively, of BRADEN WOODS PHASE VI HOMEOWNERS' ASSOCIATION, INC., and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restrictions; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS MY hand and official seal in the County and State aforesaid, this 25th day of September, 1986.

Denise D. Stockton
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 2, 1989
BONDED THRU GENERAL INS. UND.

116036
FILED AND RECORDED
R.B. SHORT, CLERK
MANATEE COUNTY, FL.
SEP 30 11 49 AM '86



TO NATURE PRESERVE



Department of the Treasury
Internal Revenue Service
ATLANTA, GA 39901

DATE OF THIS NOTICE: 03-30-88
EMPLOYER IDENTIFICATION NUMBER: 65-0035700

07076205

B

For assistance you may
call us at:

1-800-424-1040

BRADEN WOODS PHASE VI HOMEOWNERS
ASSOCIATION
5803 BRADEN RUN
BRADENTON FL 34202

or you may write to us at the
address shown to the left. If you
write, be sure to attach the bottom
part of this notice.

Notice of New Employer Identification Number Assigned

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents. Incomplete information or any variation used when filing tax returns, making FTD payments or subsequent payments may result in improper or delayed posting of payments to your account and/or the assignment of more than one EIN.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 1 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

Please note that the assignment of this number does not grant tax-exempt status to nonprofit organizations. Any organization (other than a private foundation) having annual gross receipts normally of not more than \$5,000 is exempt by statute if it meets the requirements of section 501(c)(3) of the Internal Revenue Code. These organizations are not required to file Form 1023 (Application for Recognition of Exemption) or file Form 990 (Return of Organization Exempt from Income Tax). However, if the organization wants to establish its exempt status with the Internal Revenue Service and receive a ruling or determination letter recognizing its exempt status, it should file Form 1023 with the Key District Director. For details on how to apply for this exemption, see IRS Publication 557, Tax-Exempt Status for Your Organization, available at most IRS offices.

Thank you for your cooperation.

1120H

Keep this part for your records.

Form 8501 (r)

CP 575

If you have any questions, please return this part with your correspondence so we may identify your account. Please correct any errors in your name or address.

Your Telephone Number

() -

Best Time to Call

DATE OF THIS NOTICE: 03-30-88
EMPLOYER IDENTIFICATION NUMBER: 65-0035

INTERNAL REVENUE SERVICE
ATLANTA, GA 39901

BRADEN WOODS PHASE VI HOMEOWNERS
ASSOCIATION
5803 BRADEN RUN
BRADENTON FL 34202

of MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE V; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 19th day of June, 1985.

Deane E. Richard
Notary Public
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1987

(SEAL)

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared STEPHEN R. JONSSON and SHELLIA C. SMITH, the Senior Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC. n/k/a CROSSLAND DEVELOPMENT CORPORATION, one of the general partners of MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE V; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 16th day of July, 1985.

Andrew J. Bonson
Notary Public
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Oct. 12, 1986

(SEAL)

STATE OF FLORIDA
COUNTY OF Manatee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and Barbara Louise Burgess, the Senior Vice President and Assistant Secretary, respectively, of PURSLEY, INC., one of the general partners of MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE V; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 26 day of July, 1985.

Anna D. Fecton
Notary Public
State of Florida at Large

My Commission Expires:

(SEAL)

STATE OF FLORIDA
COUNTY OF Manatee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and Barbara Kasica Burgess, the President and Secretary respectively, of BRADEN WOODS PHASE V HOMEOWNERS' ASSOCIATION, INC., and acknowledged before me that they executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE V; that as such officers they are duly authorized by said Corporation to do so; and that the foregoing instrument is the act and deed of said Corporation.

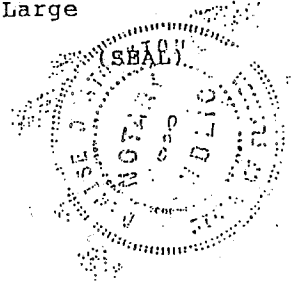
WITNESS my hand and official seal in the County and State aforesaid, this 14 day of July 1985.

Denise D. Stockton
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 2, 1989
BONDED THRU GENERAL INS. UND.

Braden Woods#2/D



FILED AND RECORDED
R.B. SPONGE, CLERK
HAWAII COUNTY, FLA
OCT 22 2 22 PM '85

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