

THIS INSTRUMENT PREPARED BY (RETURN TO):  
Kevin L. Edwards, Esq.  
BECKER & POLIAKOFF, P.A.  
6230 University Parkway, Suite 204  
Sarasota, FL 34240

**NOTICE OF PRESERVATION OF USE RESTRICTIONS  
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **BRADEN WOODS HOMEOWNERS ASSOCIATION, INC.** (the "Association"), a Florida corporation, not-for-profit, c/o Mr. Jerry Bishop, Manager, All Florida Services, Inc., 2831 Ringling Boulevard, Suite 218F, Sarasota, FL 34237, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on July 17, 1981, the Association having been organized for the purpose of operating and administering the community known as Braden Woods Homeowner's Association, pursuant to the following governing documents, as recorded in the Manatee County Official Records:

- The original Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, which was recorded on July 21, 1981, at O.R. Book 1009, Page 3628 of the Manatee County Official Records, and as later amended;
- The original Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase II, which was likewise recorded on July 21, 1981, at O.R. Book 1024, Page 1661 of the Manatee County Official Records, and as later amended;
- The original Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III, which was recorded on October 12, 1983, at O.R. Book 1061, Page 2104 of the Manatee County Official Records, and as later amended; and
- The original Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV, which was recorded on June 8, 1984, at O.R. Book 1082, Page 0646 of the Manatee County Official Records, and as later amended.

Together, these four Phases make up and comprise the Braden Woods Homeowners Association, Inc.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches as Exhibit "A" hereto an Affidavit executed by a member of the Board of Directors

of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association.

3. The lands affected by this Notice are depicted and legally described as follows:

See Exhibit B attached hereto and made a part hereof the original Governing Documents of the Association, and all amendments thereto.

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions, covenants, and agreements set forth in the respective Declarations of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phases I, II, III and IV (see Paragraph 1 above for specific recording information for each Declaration) and as have been amended and may be further amended in accordance with the terms, provisions and conditions thereof.

Dated this 7<sup>th</sup> day of June, 2011.

**BRADEN WOODS HOMEOWNERS  
ASSOCIATION, INC.**

[Signature]  
Witness Signature

BY: [Signature] President

Linda C Duda  
Printed Name

[Signature]  
Witness Signature

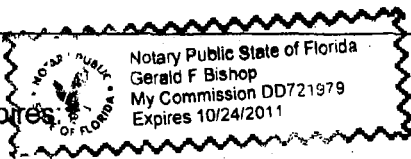
ATTEST: [Signature] Secretary

Joan m Duda  
Printed Name

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this June 7 day of June, 20 11 by Mike Meyer, as President and Francis Rogier, as Secretary of BRADEN WOODS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or ~~have produced~~ \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public Gerald F Bishop  
Printed Name \_\_\_\_\_  
State of Florida \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

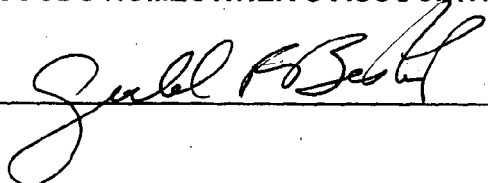


**EXHIBIT "A"**  
**AFFIDAVIT OF MAILING OR HAND DELIVERING OF**  
**STATEMENT OF MARKETABLE TITLE ACTION**  
**TO LOT OWNERS**

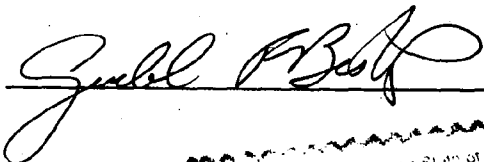
STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, personally appeared Mike Wagner, who after being duly sworn, deposes and says that the Statement of Marketable Title Action approved at the special meeting of the Board of Directors of Braden Woods Homeowner's Association, Inc. for preservation of use restrictions under Marketable Record Title Act held June 7, 2011, at 7 P.M. at Manatee Fire Place, was mailed or hand delivered in accordance with the Bylaws and applicable law. The notice was mailed or hand delivered to each lot owner at the address last furnished to the Association, as such address appears on the books of the Association, on May 16, 2011.

**BRADEN WOODS HOMEOWNER'S ASSOCIATION, INC.**

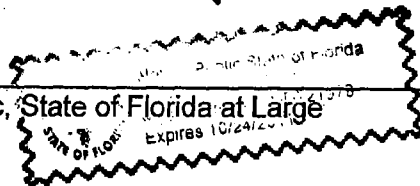
By: 

The foregoing instrument was acknowledged before me this 7 day of June, 2011, by MIKE WAGNER as President of Braden Woods Homeowner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me, or ~~has~~ produced no ~~identification~~ and did take an oath. If no type of identification is indicated, the above-named person is personally known to me.

 (Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, State of Florida at Large



# EXHIBIT B

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

THIS DECLARATION is made this 21st day of July, 1981, by MANATEE JOINT VENTURE, a Florida Joint Venture, the owner of all of the real property lying and being in BRADEN WOODS SUBDIVISION, PHASE I, a subdivision as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida.

Recitals:

(A) BRADEN WOODS SUBDIVISION, PHASE I, is a single family residential subdivision owned by Manatee Joint Venture, which subdivision is a part of a larger tract of land.

(B) MANATEE JOINT VENTURE intends, but is not obligated, to develop such larger tract of land over a period of several years in phases and, upon completion of each future phase, to record a Declaration similar to this Declaration concerning each such phase so that all lots in BRADEN WOODS SUBDIVISION will be under a common set of covenants, conditions, easements and restrictions and all lot owners will be members of one Homeowners' Association.

(C) This is the Declaration of Covenants, Conditions, Easements and Restrictions to which the Articles of Incorporation and the Bylaws of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, make reference.

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 HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

(b) "Association Area" shall mean and refer to

all phases of BRADEN WOODS SUBDIVISION which have come under the jurisdiction of the Association by the recording of this Declaration of Covenants, Conditions, Easements and Restrictions or one similar to this Declaration, pertaining to subsequent phases thereof.

(c) "Braden Woods Subdivision, Phase I" shall mean and refer to the single family residential subdivision recorded in Plat Book 21, Pages 5 through 10, 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 I.

(f) "Lot 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 SERVICE CORPORATION, a Florida corporation, and PURSLEY, INC., a Florida corporation, doing business as MANATEE JOINT VENTURE, a Florida Joint Venture.

(h) "Subdivision" shall mean and refer to BRADEN WOODS SUBDIVISION, PHASE I, as per plat thereof recorded in Plat Book 21, Pages 5 through 10, 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 I.

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 all lots lying and being in BRADEN WOODS SUBDIVISION, PHASE I, a subdivision as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida.

1. Residential Lots. All lots shall be known and described as residential lots and shall be used solely for single family residential purposes.

2. Compliance with Applicable Governmental Regulations. All Construction in the Subdivision shall be in compliance with all applicable state and local governmental regulations, including building codes, zoning regulations and setback requirements.

3. Minimum Floor Space. No dwelling which has a livable floor space of less than 1600 square feet, exclusive of open porches, terraces and garages, shall be constructed upon any lot in the Subdivision, save and except Lots 2 through 21, Block 1, inclusive, and Lots 2 through 9, Block 3, inclusive, of the Subdivision, which lots shall require dwellings having a minimum livable floor space of not less than 1300 square feet each.

4. Recreational Vehicles. No boat or travel trailer shall be allowed on any lot unless it is appropriately garaged or hidden or screened from the street and the neighboring lots. No travel-trailers, boats, tents or other temporary structure shall be used as a residence at any time.

5. Mobile Homes. No trailer, mobile home (single or double wide), outbuilding or similar structure shall be placed on any lot at any time, either temporarily or permanently, except as provided under the provisions of Paragraph 11 (Temporary Structures) below.

6. Motorcycles. No motorcycles, motorbikes, mini-bikes, trail bikes or other similar motor driven bikes shall be operated upon any lot or parcel of land in the Subdivision in any manner so as to disturb or annoy the owner of any other lot in the Subdivision. Trails or tracks for



such power driven bikes are specifically prohibited from all lots or parcels within the Subdivision.

7. Signs. No sign or any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and must be removed on termination of their use. The Developer is excluded from this provision.

8. 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.

9. Animals. No livestock or poultry of any kind may be placed, kept or maintained on any parcel or part of the Subdivision, except that 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. In addition, each lot owner may keep not more than one horse on their own lot in the Subdivision.

10. Mining. No refining, quarrying, barrowing or mining operations of any kind shall be permitted on any lot.

11. 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 shelters used by the Developer and/or lot owners during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

12. 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.

13. No Further Subdividing. No lot shall be subdivided, or its boundary lines changed to less than one (1) acre.

14. Time Limit on Construction. The exterior of all houses and other structures shall be completed within one (1) year after the commencement of such construction, except where such completion is made impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, natural calamities, or the impossibility of obtaining materials.

15. 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 their choosing in the Subdivision.

16. 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.

17. Preservation Areas. Portions of some lots in the Subdivision lie within "Preservation Areas". Preservation areas are naturally wooded areas and it is intended that these areas be protected so that their natural character will not be destroyed or disturbed. To insure the continued existence of these areas, no structures shall be permitted to be built within any portion of a "Preservation Area", and there shall be no tree removal or clearing of such areas which would destroy the natural character of that area. The following portions of the below designated lots are hereby declared to be "Preservation Areas":

- (a) The Southerly 50 feet of Lot 20, Block 1;
- (b) That portion of Lot 19, Block 1, lying South of the Westerly extension of the Northern Preservation Area line of Lot 20, Block 1;
- (c) The Westerly 50 feet of Lots 9 and 10, Block 4;

(d) The Easterly 50 feet of Lots 21, 22, and 23, Block 4;

all of which lots lie within BRADEN WOODS SUBDIVISION, PHASE I.

18. Private Pedestrian-Equestrian Easement. As shown on the plat of the Subdivision, a Private Pedestrian-Equestrian Easement runs throughout the Subdivision, which easement is for the private use and benefit of the residents of the Subdivision and any guests which accompany them. The easement is to be used as a pedestrian walkway, as well as an area to walk and ride horses, it being specifically prohibited to allow any horse to gallop, gait or exceed a walking speed within such easement area.

No structure, planting or other materials shall be placed or permitted to remain within this easement area which may in any way prevent the easement from being used for its designated purpose. The portion of the easement lying on each lot shall be maintained by the owner of the lot on which the easement is located. In the event that a resident fails to maintain the portion of the easement lying on their individual lot or lots, then the Association may enter upon that Lot Owner's lot, perform the necessary maintenance to the easement and charge all costs for such maintenance to that particular Lot Owner. Such entry upon any Lot Owner's lot for the purposes set forth herein shall not be considered a trespass by the Association or its agents and employees.

19. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded plat. No structures, planting or other materials shall be placed or permitted to remain within these easement areas which may change 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. These easement areas of each lot and all improvements in it, shall be

maintained continuously by the owner of the lot on which they are located, except for those improvements which a public authority or utility company is responsible.

20. 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 appointed by the Developer to review all plans and specifications prior to commencement of construction on 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 BRADEN WOODS HOMEOWNERS' ASSOCIATION. At such time as the Developer no longer is 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. Powers of Architectural Committee. 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 or 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.

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. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the location of homes 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 of 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 violation of this covenant and may be required to be restored to the original condition at 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.

All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any house can be occupied, it must be completely finished and a Certificate of Completion must be issued by the Committee.

21. Front Yard Building Setback. There shall be a minimum front yard building setback of 75 feet, except on lots where a Preservation Area or lake exists. On lots where a Preservation Area or lake exists, the front yard building setback line shall be decreased by an amount equal to the distance the Preservation Area or the lake occupies the rear of that particular lot; however, in no case shall the front yard building setback be less than that required by the Manatee County Zoning Code.

22. 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

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

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;
- (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;
- (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 signs, 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 within the Subdivision which are not deemed properly maintained by the individual lot owners.

Each lot owner of any lot lying within BRADEN WOODS SUBDIVISION, PHASE I (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 By-laws 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.

#### ARTICLE V

##### COVENANTS FOR ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each owner of any lot lying within BRADEN WOODS SUBDIVISION, Phase I, (regardless of how title is acquired, including without limitation, a purchaser 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 the 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 land and shall be a continuing lien upon the property against which each such assessment is made. The liability for assessments may not be avoided by waiver of the use and enjoyment of the common areas, 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.

Notwithstanding the foregoing, a lien for unpaid assessment 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.

2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, welfare and recreation of the residents of any and all phases of BRADEN WOODS SUBDIVISION which are subject to the terms of this or a similar Declaration and in particular for effectuating the purposes of the Association 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 areas within the Subdivision which are of common benefit to the owners, as well as for such other permissible activities undertaken by the Association.

3. 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.

4. 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 to be the date of commencement.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5. Assessment Apportionment. All assessments, whether annual, special or otherwise, levied by the Board of Directors shall be assessed against all lots lying and being in BRADEN WOODS SUBDIVISION, PHASE I, and against all lots lying and being in subsequent phases of BRADEN WOODS SUBDIVISION (provided that such subsequent phases have come under the jurisdiction of the Association by the recordation of a Declaration similar to this Declaration) equally, as required under the terms of the Association's Bylaws.

6. 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.

In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a lot owner, the Association shall recover from said lot owner interest, court costs, and a reasonable attorney's fee, including any fees incurred on appeal, 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 common areas or abandonment of his lot.

7. Subordination of Lien. Where a mortgagee of a first mortgage of record, or other foreclosure of a lot, 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 acquirer 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 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. 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 Homeowners' Association.

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. Unless otherwise provided, the resolution adopting a proposed amendment

must bear the approval of 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, for not less than seventy percent (70%) of the voting representatives who cast their vote. 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.

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. The amendment shall be effective when properly recorded in the Public Records of Manatee County, Florida.

2. Duration. The covenants, conditions, easements, and restrictions 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 BRADEN WOODS SUBDIVISION, PHASE I, 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 ten (10) 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 records of the Association. Notwithstanding anything to the contrary herein contained, so long as 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 herein shall in no way be deemed a waiver of the right to do so thereafter.

5. Construction. Whenever the context so permits, 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.

6. Severability. Invalidation of any one of these covenants, restrictions, conditions or easements by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

7. 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 heirs, personal representatives, successors and 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.

8. 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, FIRST ENVIRONMENTAL SERVICE CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Declaration to be executed the day and year

first above written.

MANATEE JOINT VENTURE,  
a Florida Joint Venture

BY:

FLORIDA FIRST SERVICE CORPORATION

By *Lester C. Schiereck*  
LESTER C. SCHIERECK, SR. VICE-PRES.

FIRST ENVIRONMENTAL SERVICE CORPORATION

By *James U. Wade*  
JAMES U. WADE, President

PURSLEY, INC.

By *Larry J. D'Urso, Jr.*  
LARRY J. D'URSO, JR., PRESIDENT

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

By *Larry J. D'Urso, Jr.*  
LARRY J. D'URSO, JR., PRESIDENT

ATTEST:  
*Joan M. Brown*  
Asst. Secretary JOAN M. BROWN  
(Corporate Seal)

ATTEST:  
*James U. Wade*  
Secretary JAMES U. WADE  
(Corporate Seal)

ATTEST:  
*Michael C. Swanson*  
Asst. Secretary MICHAEL C. SWANSON  
(Corporate Seal)

ATTEST:  
*Darlene Kasica*  
Secretary DARLENE KASICA  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LESTER C. SCHIERECK and JOAN M. BROWN, being the SR. V. President and ASST. SECRETARY respectively, of FLORIDA FIRST SERVICE CORPORATION, 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 20<sup>th</sup> day of July, 1981.

*Robert M. ...*  
NOTARY PUBLIC  
(Seal)

My Commission expires: Nov. 25, 1984

810482

FILED AND RECORDED  
R.A. SHORE, CLERK  
MANATEE CITY, FLA.  
Jul 21 2 38 PM '81

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James U. Wade and James W. Shaw, well known to me to be the President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICE CORPORATION, and they 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 20 day of July, 1981.

Ruth H. Strickland  
NOTARY PUBLIC  
(Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and MICHAEL C. SWANSON, well known to be the President and Asst. Secretary, respectively, of PURSLEY, INC., and they 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 21 day of July, 1981.

Dean Woodfield  
NOTARY PUBLIC  
(Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and DARLENE KASICA, well known to be the President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., and they 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 21 day of July, 1981.

Dean Woodfield  
NOTARY PUBLIC  
(Seal)

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 17 1982  
BONDED THROUGH GENERAL INS. UNDERWRITER.

810675

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE I

THIS FIRST AMENDMENT is made this 22nd day of July, 1981, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer"),

RECITALS:

WHEREAS, Developer is the owner of all lots lying and being in BRADEN WOODS SUBDIVISION, PHASE I, a subdivision as per plat thereof recorded in Plat Book 21, pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida, and

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I (hereinafter referred to as Declaration) to be recorded in Official Records Book 1009, Pages 3628 through 3645, inclusive, of the Public Records of Manatee County, Florida, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend the Declaration, and

WHEREAS, by scrivener's error, FIRST ENVIRONMENTAL SERVICES, INC., one of the Joint Venturers of MANATEE JOINT VENTURE, was inadvertently shown as First Environmental Service Corporation, and

WHEREAS, the Developer desires to correct said scrivener's error:

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenant, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, recorded in Official Records Book 1009, pages 3628 through 3645, inclusive, of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph (g) of Article I is hereby

(1)

O.R. 1009 PG 3982



deleted in its entirety and the following Subparagraph (g) of Article I is substituted in its place:

"(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, and PURSLEY, INC., a Florida corporation, doing business as MANATEE JOINT VENTURE, a Florida Joint Venture."

2. The signature block of FIRST ENVIRONMENTAL SERVICE CORPORATION shown on page 17 is hereby amended to read:

"FIRST ENVIRONMENTAL SERVICES, INC."

3. In all other respects, the terms and provisions of said Declaration shall remain the same and unchanged.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC. and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I to be executed the day and year first above written.

MANATEE JOINT VENTURE,  
a Florida Joint Venture

By:

FLORIDA FIRST SERVICE CORPORATION

By: *[Signature]*  
L.C. Schiereck - Sr. Vice President

FIRST ENVIRONMENTAL SERVICES, INC.

By: *[Signature]*  
James U. Wade - President

PURSLEY, INC.

By: *[Signature]*  
Larry J. D'Urso, Jr. - President

ATTEST:  
*[Signature]*  
Executive Pres. Secretary  
(Corporate Seal)

ATTEST:  
*[Signature]*  
Secretary  
(Corporate Seal)

ATTEST:  
*[Signature]*  
Secretary  
(Corporate Seal)

ATTEST:

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

Barbara Spuca  
Secretary

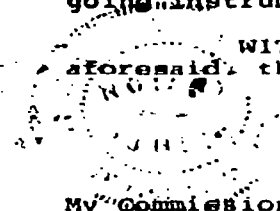
By Larry J. D'Urso, Jr.  
President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared L.C. Schiereck and Jack G. Boyle, the Sr. Vice President and Exec. Vice President respectively, of FLORIDA FIRST SERVICE CORPORATION, and acknowledged before me that they executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 27 day of July, 1981.



[Signature]  
Notary Public

My Commission expires: 7/2/83

(Seal)

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JAMES U. WADE and JAMES W. SHAW, the President and Secretary respectively, of FIRST ENVIRONMENTAL SERVICES, 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 I; 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 22 day of July, 1981.

[Signature]  
Notary Public

(Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Larry J. D'Urso, Jr. and Thomas N. Todd, the President and Ass't Secretary, respectively, of PURSLEY, 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 I; 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 22nd day of July, 1981.

[Signature]  
Notary Public

My Commission expires:

Notary Public Seal  
My Commission Expires 9, 1982

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Larry J. D'Urso, Jr. and Darlene Kasica, the President and Secretary, respectively, of BRADEN WOODS 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 I; 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 22nd day of July, 1981.

[Signature]  
Notary Public

My Commission expires: Nov 23, 1984

(Seal)

THIS INSTRUMENT PREPARED BY:  
JOHN MASTRY, ESQ.  
Greene, Mann, Rowe, Stanton, Mastry & Burton  
Suite 400A, First City Center  
1301 6th Avenue West  
Bradenton, Florida 33505

810675

(4)

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE CNTY., FLA.

JUL 23 10 22 AM '81

16-20  
837530

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE I

THIS SECOND AMENDMENT is made this 17th day of February, 1982, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1009, commencing at page 3628 of the Public Records of Manatee County, Florida, and

WHEREAS, Developer caused that certain First Amendment to said Declaration to be recorded in Official Records Book 1009, commencing at page 3982 of the Public Records of Manatee County, Florida, and

WHEREAS, Developer still owns lots lying and being in Braden Woods Subdivision, Phase I, a subdivision as per plat thereof recorded in Plat Book 21, pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida, and is still a Class B member of the Braden Woods Homeowners Association, Inc., a Florida corporation not for profit and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class B member of said Homeowners Association, and

WHEREAS, Developer desires to amend the front yard building set back as it is established in Subparagraph 21 of Article III of said Declaration;

NOW THEREFORE, the Developer hereby amends that certain Declaration of Covenant, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, which Declaration is recorded in

Official Records Book 1009, commencing at page 3628 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 21 of Article III is hereby deleted in its entirety and the following new Subparagraph 21 of Article III is substituted in its place:

"21. Front yard Building Set Back. There shall be a minimum front yard building set back of fifty (50) feet on all lots throughout the subdivision, except on lots which front that certain street running through the subdivision known as "Braden Run". On lots which front the street known as "Braden Run", there shall be a minimum front yard building set back of seventy-five (75) feet. Notwithstanding the foregoing, on any lots where a Preservation Area or lake exists, the applicable front yard building set back shall be decreased by a distance equal to the distance which the Preservation Area or the lake encroaches the rear of that particular lot; however, in no case shall the front yard building set back be less than that required by the Manatee County Zoning Code."

2. In all other respects, the terms and provisions of said Declaration, as amended, shall remain the same and unchanged.

3. Century First National Bank of Pinellas County, being the owner and holder of certain instruments of security encumbering lots lying in Braden Woods Subdivision, Phase I, owned by the Developer, joins in the execution of this Second Amendment for the purpose of consenting to the terms hereinabove set forth.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC. and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, to be executed

the day and year first above written.  
as to FLORIDA FIRST SERVICE CORPORATION  
Signed, Sealed, and delivered in the presence of:

Shinda Argues

MANATEE JOINT VENTURE  
a Florida Joint Venture

BY:

ATTEST:

FLORIDA FIRST SERVICE CORPORATION

James Williamson  
Treasurer

By: [Signature]  
SR VICE President

(Corporate Seal)

ATTEST: [Signature]  
 Secretary  
 (Corporate Seal)

FIRST ENVIRONMENTAL SERVICES, INC.  
 By: [Signature]  
 It's Exclusive Inc. President

ATTEST: [Signature]  
 Secretary  
 (Corporate Seal)

PURSLEY, INC.  
 By: [Signature]  
 President

ATTEST: [Signature]  
 Secretary  
 (Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.  
 By: [Signature]  
 President

ATTEST: [Signature]  
 Secretary

CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY  
 By: [Signature]  
 Assistant Vice-President

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]  
 (Corporate Seal)

STATE OF FLORIDA  
 COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared L.C. Schiereck and Clarice Williamson, the Sr. Vice President and Treasurer, respectively, of FLORIDA FIRST SERVICE CORPORATION, and acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 8th day of February, 1982.

NOTARY PUBLIC  
 My Commission Expires:

[Signature]  
 Notary Public  
 (Seal)

Notary Public, State of Florida  
 My Commission Expires July 2, 1983

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Roger E. Tegenkamp and James W. Shaw, the Exec. Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC. and acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 17th day of February, 1982.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 17, 1984  
BONDED INFLU GENERAL INS. UNDERWRITERS

(Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Larry J. D'Amico, Jr. and Phillip J. DeMay, the President and Assistant Secretary, respectively, of PURSLEY, INC., and acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 11th day of February, 1982.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
My Commission Expires Mar. 9, 1984  
BONDED BY CAROLINA INSURANCE COMPANY OF AMERICA

(Seal)

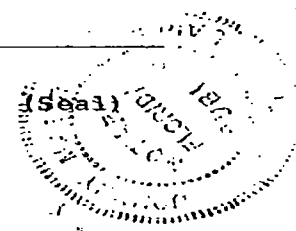
STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared LARRY J. D'URSO and DARLENE P. KASICA, the President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., and acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 11<sup>th</sup> day of February, 1982.

*John M. Mastry*  
Notary Public

My Commission Expires: Nov. 25, 1984



STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Winsor H. Aylesworth and Mary Frances Jones, the Assistant Vice President and Loan Documentation Officer, respectively, of CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, and acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 10th day of February, 1982.

*Walter E. Dvorak*  
Notary Public

My Commission Expires:

(Seal)

Notary Public, State of Florida at Large  
My commission expires May 23, 1984

THIS INSTRUMENT PREPARED BY:  
JOHN MASTRY, ESQUIRE  
Greene, Mann, Rowe, Stanton, Mastry & Burton  
Suite 400-A, First City Center  
1301 6th Avenue, West  
Bradenton, Florida 33505

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FLA.  
FEB 19 3 52 PM '82

837530



921666

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE I**

THIS THIRD AMENDMENT is made this 6<sup>th</sup> day of October, 1983, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

Recitals:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1009, commencing at Page 3628 of the Public Records of Manatee County, Florida, together with the First Amendment thereto recorded in Official Records Book 1009, commencing at Page 3982 and the Second Amendment thereto recorded in Official Records Book 1022, at Page 649, all of the Public Records of Manatee County, Florida, and

WHEREAS, Developer still owns lots lying and being in Braden Woods Subdivision, Phase I, a subdivision as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida, and is still a Class B member of the Braden Woods Homeowners Association, Inc., a Florida corporation not for profit, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class B member of said Homeowners Association, and

WHEREAS, a number of lots within the Subdivision have been placed on the market for sale and the owners thereof have placed "For Sale" signs of various colors, styles and sizes on the lots, which array of signs detracts from the overall appearance of the Subdivision, and

WHEREAS, a variety of different types of outside clotheslines have been installed and constructed on lots in the Subdivision which also detracts from the overall appearance and quality of the Subdivision, and

**O.R. 1061 PG 2088**

WHEREAS, the Developer desires to establish common design standards for signs permitted to be displayed in the Subdivision, and to establish certain restrictions and prohibitions pertaining to the use of outdoor clotheslines, and

WHEREAS, in an effort to further maintain and protect the integrity and quality of the Subdivision, the Developer desires to establish common design standards for the construction of swimming pools, spas and other like improvements on Lots within the Subdivision and, further, to establish common design standards for the installation and maintenance of mail boxes throughout the Subdivision;

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, which such Declaration is recorded in Official Records Book 1009, commencing at page 3628 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 7 (Signs) of Article III is hereby deleted in its entirety and the following new subparagraph 7 of Article III is substituted in its place and stead:

"7. Signs, Mail Boxes, Swimming Pools and Clotheslines.

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

(i.) A Lot Owner may display, or cause to be displayed, one (1) "FOR SALE" sign on his Lot, the dimensions of which sign shall be three (3) feet in width and 1 and  $\frac{1}{2}$  feet in height. The color of the sign (including the face and lettering) shall be the colors designated by the Developer from time to time for so long as the Developer is a Class B member of the Association. Subsequent thereto, the Architectural Committee shall determine the colors. The copy of such sign shall be limited to "FOR SALE" and a telephone number.

Such sign shall be hung from a wooden (4"x4") post, the height of which post shall not exceed six (6) feet above ground level.

(ii) A trailer sign may be hung from the principal sign described in subparagraph 7.A.(i), above, which trailer sign shall not exceed three (3) feet in width and one-half ( $\frac{1}{2}$ ) foot in height and shall conform to the same color requirements of said principal sign. The copy on the trailer sign shall be limited to identifying the Lot Owner's selling agent, its address and telephone number.

(iii) Until note to the contrary is given by the Developer, Developer agrees to supply and install the principal sign and the wooden post described in subparagraph 7.A.(i), above, for use on a Lot within the Subdivision upon the Lot Owner of such Lot making written request therefor and making a \$75.00 refundable deposit to the Developer. Such deposit shall be refunded, without interest, to such Lot Owner upon the return of the sign and post to the Developer in good and re-usable condition, normal wear and tear excepted. Developer will not provide trailer signs as described in subparagraph 7.A.(ii), above.

(iv) No other signs whatsoever, including but not limited to independent real estate agent's signs, signs advertising properties for rent or for garage sales, shall be permitted to be displayed on any Lot or on any improvement in the Subdivision.

(v) The Developer and/or its sale's agent is excluded from complying with the provisions of this paragraph 7.A., and may place signs throughout the Subdivision on Lots which it owns in such manner as, in its sole discretion, it deems proper.

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

(i) 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 the mailboxes which may be used in the Subdivision. Until the Developer gives notice to the contrary, Developer shall provide, at its expense, a mailbox and post for each Lot, which mailbox shall be of a common design and color throughout the Subdivision. Such mailbox and post shall be installed at the individual Lot Owner's expense and shall be located on his Lot in the location as directed by the Developer to ensure continuity throughout. Such mailbox and post will be provided by the Developer upon receiving written notice from a Lot Owner that the house and improvements to be constructed on his Lot are substantially completed.

(ii) Maintenance of the mailbox and post shall be provided by the Braden Woods Homeowners' Association to insure the continued appearance of the Subdivision.

C. Swimming Pools: No swimming pools, spas or any other like amenities or improvements shall be constructed on any Lot in the Subdivision, except as herein provided:

(i) All swimming pools, spas, and other like amenities or improvements 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, spas or other similar amenities or improvements on any Lot in the Subdivision.

(ii) The Architectural Committee shall have the power and 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 may it allow the construction of an above-ground swimming pool, spa, or other like amenity or improvement.

D. Clotheslines: No outside clotheslines shall be installed on any Lot in the Subdivision unless it is installed and used in such a manner that the same is not visible from any adjoining Lot or from public view whatsoever.

2. In all other respects, the terms and provisions of the said Declaration, as amended, shall remain the same.

3. Braden Woods Homeowners' Association, Inc., joins in the execution hereof to evidence its consent to the terms hereof.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., AND PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, has caused this Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

MANATEE JOINT VENTURE, a Florida  
joint venture

(Corporate Seal)

By: FLORIDA FIRST SERVICE CORPORATION

ATTEST: \_\_\_\_\_  
Secretary

By: *John C. ...*  
SR. VICE President

(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC.

ATTEST: *John ...*  
Secretary

By: *Stephen R. Johnson*  
SR. VICE President

(Corporate Seal)

By: PURSLEY, INC.

ATTEST: *Barbara ...*  
ASST Secretary

By: *James ...*  
President

(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION,  
INC.

ATTEST: *Darlene P. Kasica*  
Secretary

By: *Paul ...*  
President

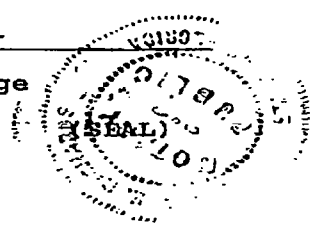
STATE OF FLORIDA  
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared A.C. Schreck and \_\_\_\_\_, the Senior Vice President and \_\_\_\_\_, respectively, of FLORIDA FIRST SERVICE CORPORATION, and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 7th day of October, 1983.

Diane E. Richards  
Notary Public  
State of Florida at Large

My Commission Expires \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 24, 1987  
BONDED THRU AGENT'S NOTARY BROKERAGE



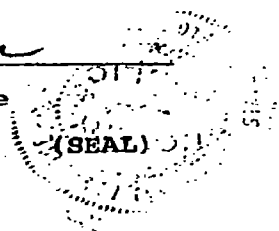
STATE OF FLORIDA  
COUNTY OF Manatee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Stephen R. Johnson and James M. Shaw, the President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC. and acknowledge before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 7th day of October, 1983.

Rosemary L. Swager  
Notary Public  
State of Florida at Large

Notary Public, State of Florida  
My Commission Expires Jan. 24, 1986  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF Manatee

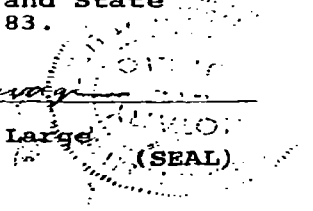
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Jerry D. D'Arce and Ben A. Smith, the Vice President and Secretary, respectively of PURSLEY, INC., and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 11th day of October, 1983.

Rosemary L. Swager  
Notary Public  
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Jan. 24, 1986  
Bonded thru Troy F&S Insurance, Inc.

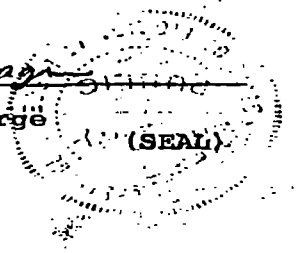


STATE OF FLORIDA  
COUNT OF Manatee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Larry J. [Signature] and Debra L. [Signature], the President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, UNC., and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 11<sup>th</sup> day of October, 1983.

Rosemary J. Swann  
Notary Public  
State of Florida at Large



My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Jan. 24, 1986  
Bonded thru Froy Foto - Insurance, Inc.

THIS INSTRUMENT PREPARED BY:  
JOHN MASTRY, ESQUIRE  
Greene, Mann, Rowe, Stanton,  
Mastry & Burton  
920 Manatee Avenue, West  
Suite 50  
Bradenton, Florida 33505

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FLA  
OCT 12 1 50 PM '83

921686



48842

FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE I

THIS FOURTH AMENDMENT is made this 26 day of July, 1985, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1009, commencing at page 3628 of the Public Records of Manatee County, Florida, together with the First Amendment thereto recorded in Official Records Book 1009, at page 3982, the Second Amendment thereto recorded in Official Records Book 1022, at page 649, and the Third Amendment thereto recorded in Official Records Book 1061, at Page 2088, all of the Public Records of Manatee County, Florida, and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE I, a subdivision as per plat thereof recorded in Plat Book 21, pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" member of the Braden Woods Homeowners Association, Inc., a Florida corporation not for profit, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" member of said Homeowners Association, and

WHEREAS, the Developer desires to revise the common design standards for signs permitted to be displayed in the Subdivision so as to maintain and protect the integrity and quality of the Subdivision;

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, which Declaration is recorded in Official Records Book 1009, commencing at page 3628 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 7 of Article III is hereby deleted in its entirety and the following new Subparagraph 7 of Article III is substituted in its place:

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.

This instrument prepared by AND TO BE RETURNED TO:

CHRISTIE S. LOMAS

Battaglia, Reis, Etc., Attorneys at Law

P.O. Box 41100      600 Tyrone Boulevard  
St. Petersburg, Florida 33743

Page 1

O.R. 1126 PG 0814

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 signposts 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 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.

2. In all other respects, the terms and provisions of said Declaration, as amended, shall remain the same and unchanged.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., n/k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Fourth Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

FLORIDA FIRST SERVICE CORPORATION

By: *Alan W. Kimbro*  
~~ALAN W. KIMBRO,~~  
~~Senior Vice President~~

ATTEST:

*Robert G. ...*  
Asst. Secretary

(Corporate Seal)

FLORIDA ENVIRONMENTAL SERVICES, INC. n/k/a CROSSLAND DEVELOPMENT CORPORATION

By: *Stephen R. Joneson*  
STEPHEN R. JONESON,  
Senior Vice President

ATTEST:

*Sheila ...*  
Secretary

(Corporate Seal)

PURSLEY, INC.

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

ATTEST:

*Dorlene Kasica-Burgess*  
Asst. Secretary

(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

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

ATTEST:

*Dorlene Kasica-Burgess*  
Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ~~ALAN W. KIMBRO~~ <sup>DONALD R. FULTON</sup> and Robert E. McNew, the ~~Senior Vice President~~ and Assistant 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 Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I; 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 28 day of June, 1985.

Donald R. Fulton  
Notary Public  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires June 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 SHELIA 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 Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I; 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.

Arden J. Dawson  
Notary Public  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires July 16, 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 Kavica-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 Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I; 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.

Denise D. Stockton  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA (SEAL)  
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 LARRY J. D'URSO, JR. and Barbara Kasica-Burgess, the President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., and acknowledged before me that they executed the foregoing Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I; 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.

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/FAD

048842  
FILED AND RECORDED  
K. B. PHIPPS, CLERK  
MANATEE COUNTY, FLA  
Oct 22 2 23 PM '85

63980

FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
BRADEN WOODS SUBDIVISION, PHASE I

THIS FIFTH AMENDMENT to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, made this 9th day of January, 1986, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1009, commencing at Page 3628 of the Public Records of Manatee County, Florida, together with the First Amendment thereto recorded in Official Records Book 1009, at Page 3982, the Second Amendment thereto recorded in Official Records Book 1022, at Page 649, the Third Amendment thereto recorded in Official Records Book 1061, at Page 2088, and the Fourth Amendment thereto recorded in Official Records Book 1126, at Page 814, all of the Public Records of Manatee County, Florida; and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE I, a subdivision, as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" Member of the Braden Woods Homeowners' Association, Inc., a Florida corporation not for profit; and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" Member of said Homeowners' Association; and

WHEREAS, the Developer desires to revise the Declaration to provide for maintenance of the road shoulders, medians and entrances into the Braden Woods Development; and

WHEREAS, the Developer further desires to revise the Declaration to provide for maintenance of the drainage ponds, drainage easements and drainage system which serve the Braden Woods Development as a whole; and

WHEREAS, the Developer further desires to amend the Declaration to provide it the right to enforce the provisions of the Declaration relative to such maintenance and the duties and obligations of the Architectural Control Committee and the Association,

NOW THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, which Declaration is recorded in Official Records Book 1009, commencing at Page 3682, of the Public Records of Manatee County, Florida, in the following manner:

A. New Article VII is hereby added in its entirety to the Declaration.

**O.R. 1133 PG 2986**

This instrument prepared by AND TO BE RETURNED TO:  
 CHRISTIE S. JONES  
 Battaglia, Ross, Etc., Attorneys at Law  
 P.O. Box 41100 880 Tyrone Boulevard  
 St. Petersburg, Florida 33743

Page 1

## ARTICLE VII

Maintenance of Road Shoulders, Medians  
and Entrances to the Subdivision

1. It shall be the responsibility of the Lot Owners to maintain the road shoulders immediately adjacent to their respective Lots, provided, however, the Association shall have the right to maintain such road shoulders in the event a Lot Owner fails to do so. In such event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the road shoulders on the Owner's Lot.
2. It shall be the responsibility of the Association to maintain the entrances to the Braden Woods Development which are subject to the provisions of this Declaration, as duly amended from time to time, and the costs of such maintenance shall be included in the annual assessments provided for in this Declaration.
3. Further, the Association shall maintain any and all medians in the roads which are within or shall become a part of the Braden Woods Development and are subject to the terms and conditions of this Declaration as duly amended from time to time.
4. As used in this Article VII, "maintenance" shall mean the exercise of reasonable care to keep the landscaping and other related improvements and fixtures within the areas described above in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth, in addition to mowing said areas and generally keeping them free of debris and trash.
5. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lawn maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners.
6. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the maintenance which has not been performed, and shall have the right to

reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance.

B. Article III, Paragraph 20, entitled Architectural Control, is hereby amended to include the following new Paragraph 20D:

D. Enforcement by Developer. The Developer hereby reserves the right but not the obligation, until such time as the Developer no longer owns any lot in Braden Woods Subdivision I, II, III or IV, notwithstanding any provision of this Declaration to the contrary, to, in its sole and absolute discretion, enforce the terms and conditions of this Article III, Paragraph 20 in the event the Architectural Committee fails to act. Such right shall terminate only upon written notice to the Association.

C. The first paragraph of Article IV is hereby amended in its entirety to read as follows:

The Developer has caused BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, to be incorporated pursuant to the Florida Statutes. In the event the Association shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth in its Articles of Incorporation and Bylaws or this Declaration, and all matters in connection therewith, then the Association shall revert to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of the Association as provided in the Articles of Incorporation and the Bylaws. In the event the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the Articles of Incorporation and the Bylaws, any lot owner or the Developer may apply to the circuit court within whose jurisdiction the subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the lot owner shall mail to the Association and post in a conspicuous place within the subdivision a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the lot owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

D. New Article VIII is hereby added in its entirety to the Declaration.

ARTICLE VIII

Maintenance of Drainage Ponds, Drainage Easements and Drainage Facilities

1. It shall be the responsibility of the Lot Owners to maintain the portions of the drainage ponds, drainage easements and drainage facilities located upon their respective Lots, provided, however, the Association shall have the right to maintain such



drainage ponds, drainage easements and drainage facilities in the event a Lot Owner fails to do so. In such event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the drainage ponds, drainage easements and drainage facilities located upon the Owner's Lot.

2. As used in this Article VIII, "maintenance" shall mean the exercise of reasonable care to keep the drainage ponds, drainage easements and drainage facilities described above in a condition comparable to their original condition, normal wear and tear excepted, and to ensure that the direction or flow of water into or through the drainage ponds, drainage easements or drainage facilities is not obstructed or retarded.

3. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lake maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners upon whose Lots the maintenance of such drainage ponds, drainage easements and drainage facilities is performed by the Association or a management or lake maintenance contractor hired by the Association to perform such maintenance.

4. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VIII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right but not the obligation to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the maintenance which has not been performed, and shall have the right to reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance. Further, the Developer hereby reserves the right but not the obligation to make such changes or improvements to the drainage ponds, drainage easements or drainage facilities as shall be necessary to provide adequate drainage for the Braden Woods Development as required by any governmental or quasi-governmental agency having jurisdiction thereof, and any entry by the Developer or its employees, contractors or agents upon any lot or any portion of the Subdivisions for such purposes shall not be deemed to be a trespass.

In all other respects, the terms and provisions of said Declaration, as amended, shall remain the same and unchanged, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., n/k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

By: FLORIDA FIRST SERVICE CORPORATION

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

ATTEST:

*Robert E. Armas Jr.*  
Asst. Secretary  
(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION

By: *Robert Heffner*  
ROBERT HEFFNER,  
Assistant Vice President

ATTEST:

*Shirley A. Mair*  
Secretary  
(Corporate Seal)

By: PURSLEY, INC.

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

ATTEST:

*Darlene P. Kasica-Burge*  
Assist. Secretary  
(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

By: *Steven R. Mazzei*  
STEVEN R. MAZZEI,  
President

ATTEST:

*Darlene P. Kasica-Burge*  
Secretary  
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared DONALD R. FEASTER and *Robert E. Armas Jr.*, as ~~Senior~~ Vice President and *Assistant Secretary*, respectively, of

FLORIDA FIRST SERVICE CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 6th day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 2, 1988  
BONDED THRU GENERAL ISS. UND.

STATE OF FLORIDA )  
COUNTY OF MANATEE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared ROBERT HEFFNER and Shelia G. Smith, as Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 8th day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

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 Sarlene G. Kasiewicz-Burgin, as Senior Vice President and Pres. Secretary, respectively, of PURSLEY, INC., a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 9 day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 2, 1988  
BONDED THRU GENERAL ISS. UND.

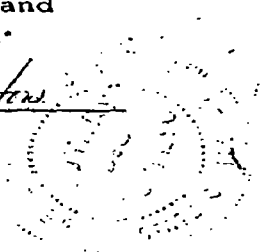
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared STEVEN R. MAZZEI and Darlene Kaven - Boag, as President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, who acknowledged before me that they executed the foregoing Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 9 day of January, 1986.

Denise D. Johnston  
NOTARY PUBLIC

My Commission Expires:

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



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

THIS DECLARATION is made this \_\_\_\_ day of March, 1982, by MANATEE JOINT VENTURE, a Florida general partnership, the owner of all of the real property lying and being in BRADEN WOODS SUBDIVISION, PHASE II, a subdivision as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida.

R E C I T A L S :

WHEREAS, MANATEE JOINT VENTURE (hereinafter referred to as "Developer") has previously caused to be recorded among the Public Records of Manatee County, Florida, a Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I, which Declaration is recorded in Official Records Book 1009, commencing at page 3628 of said public records, and has amended said Declaration by that certain First Amendment thereto, dated July 22, 1981, recorded in Official Records Book 1009, commencing at page 3982 and that certain Second Amendment thereto dated February 17, 1982, and recorded in Official Records Book 1022, commencing at page 649 of the Public Records of Manatee County, Florida (which Declaration and Amendments thereto shall hereinafter collectively be referred to as "Prior Declaration"); and

WHEREAS, the Prior Declaration provides and reserves unto the Developer the right to cause additional phases of Braden Woods Subdivision to become subject to the terms, conditions, restrictions and limitations contained in the Prior Declaration; and

WHEREAS, the Developer is the owner of all lands comprising, and has completed the development of, BRADEN WOODS SUBDIVISION, PHASE II, a subdivision as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida, and desires to subject and impress all of the lands lying and being in BRADEN WOODS SUBDIVISION, PHASE II, with all of the terms, conditions, restrictions and limitations contained in the Prior Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that MANATEE JOINT VENTURE, a Florida general partnership, hereby declares that all of the property forming and being a part of BRADEN WOODS SUBDIVISION, PHASE II, as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida, is subject to and shall be held, transferred, sold, conveyed and occupied subject to the terms of the Prior Declaration, as amended (a true copy of which declaration and amendments are attached hereto and marked Exhibit "A").

All references to BRADEN WOODS SUBDIVISION, PHASE I, contained in the Prior Declaration shall include BRADEN WOODS SUBDIVISION, PHASE II, unless such would be contrary to the specific terms of the Prior Declaration or this Declaration.

As a result of this Declaration, all of the covenants, conditions, easements and restrictions set forth in the Prior

PREPARED BY JOHN MASTRY, ESQ.  
of GREENE, MANN, ROWE  
STANTON, MASTRY & BURTON

Declaration constitute covenants running with the land and are binding upon and inure to the benefit of all owners of all lots lying and being in BRADEN WOODS SUBDIVISION, PHASE II, as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida; and, as a further result of this Declaration, all lots lying within BRADEN WOODS SUBDIVISION, PHASE II shall be within the jurisdiction of Braden Woods Homeowners' Association, Inc., a Florida corporation non-for-profit, and each owner of a lot within Braden WOODS SUBDIVISION, PHASE II shall be a member of said Association, subject to the Articles of Incorporation and Bylaws thereof, as they may be amended from time to time. Braden Woods Homeowners' Association, Inc., joins in the execution hereof for the purpose of accepting jurisdiction over the real property contained within BRADEN WOODS SUBDIVISION, PHASE II, as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida, and to include all owners of lots located therein as members of Braden Woods Homeowners' Association, Inc.

Century First National Bank of Pinellas County, the owner and holder of that certain mortgage encumbering all lands in BRADEN WOODS SUBDIVISION, PHASE II, which mortgage is recorded in Official Records Book 1011, commencing at page 3573 of the Public Records of Manatee County, Florida, joins in the execution of this Declaration for the purpose of evidencing its consent to the recording of this Declaration and to subordinate the lien created by the aforesaid mortgage and other instruments of security encumbering the subject property it holds to the terms and provisions contained in this agreement.

IN WITNESS WHEREOF, Manatee Joint Venture, Braden Woods Homeowners' Association, Inc., and Century First National Bank of Pinellas County have caused this Declaration to be executed the day and year first above written.

MANATEE JOINT VENTURE,  
a Florida Joint Venture

(Seal) (Seal)

Attest: Sally D. Brown

By: FLORIDA FIRST SERVICE CORPORATION

By: [Signature]  
President

(Seal) (Seal)

Attest: [Signature]

FIRST ENVIRONMENTAL SERVICES, INC.

By: Roger E. Tegarden  
President

(Seal) (Seal)

Attest: [Signature]

PURSLEY, INC.

By: [Signature]  
President



(Seal)

Attest: Debra S. Kavae

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

By: [Signature] President

(Seal)

Attest: William H. Taylor

CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY

By: [Signature] President

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of MARCH, 1982, by JOSEPH T. LETTELLEIR and SALLY D. BROWN, as PRESIDENT and Assistant Secretary, respectively, of FLORIDA FIRST SERVICE CORPORATION, a Florida corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires APR: 23, 1982

[Signature]  
Notary Public (Seal)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 29th day of March, 1982, by [Signature] and [Signature], as Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

[Signature]  
Notary Public (Seal)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 17 1984  
BOND BY GENERAL INS. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 1982, by Larry J. Brown Jr. and Darlene P. Brown, as President and First Vice President, respectively, of FURSLEY, INC., a Florida corporation, on behalf of the corporation.

Darlene P. Brown  
Notary Public

(Seal)

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires Mar. 9, 1984  
Bonded by Fidelity Insurance Company of America

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 1982, by Larry J. Brown Jr. and Darlene P. Brown, as President and Vice President, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Darlene P. Brown  
Notary Public

(Seal)

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires December 1, 1985  
Bonded by AUTO OWNERS INSURANCE CO.

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 1982, by Robert C. Miller and Winston H. Anderson, as Vice President and Asst. Vice President, respectively, of CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, a Florida corporation, on behalf of the corporation.

M. J. Dever  
Notary Public

(Seal)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires DEC. 13, 1983

THIS INSTRUMENT PREPARED BY:  
JOHN MASTRY, ESQUIRE  
Greene, Mann, Rowe, Stanton,  
Mastry & Burton  
Suite 400A, First City Center  
1301 6th Avenue West  
Bradenton, Florida 33505



## EXHIBIT "A"

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

THIS DECLARATION is made this 21st day of July, 1981, by MANATEE JOINT VENTURE, a Florida Joint Venture, the owner of all of the real property lying and being in BRADEN WOODS SUBDIVISION, PHASE I, a subdivision as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida.

Recitals:

(A) BRADEN WOODS SUBDIVISION, PHASE I, is a single family residential subdivision owned by Manatee Joint Venture, which Subdivision is a part of a larger tract of land.

(B) MANATEE JOINT VENTURE intends, but is not obligated, to develop such larger tract of land over a period of several years in phases and, upon completion of each future phase, to record a Declaration similar to this Declaration concerning each such phase so that all lots in BRADEN WOODS SUBDIVISION will be under a common set of covenants, conditions, easements and restrictions and all lot owners will be members of one Homeowners' Association.

(C) This is the Declaration of Covenants, Conditions, Easements and Restrictions, to which the Articles of Incorporation and the Bylaws of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, make reference.

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 HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

(b) "Association Area" shall mean and refer to

all phases of BRADEN WOODS SUBDIVISION which have come under the jurisdiction of the Association by the recording of this Declaration of Covenants, Conditions, Easements and Restrictions or one similar to this Declaration, pertaining to subsequent phases thereof.

(c) "Braden Woods Subdivision, Phase I" shall mean and refer to the single family residential subdivision recorded in Plat Book 21, Pages 5 through 10, 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 I.

(f) "Lot 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 SERVICE CORPORATION, a Florida corporation, and PURSLEY, INC., a Florida corporation, doing business as MANATEE JOINT VENTURE, a Florida Joint Venture.

(h) "Subdivision" shall mean and refer to BRADEN WOODS SUBDIVISION, PHASE I, as per plat thereof recorded in Plat Book 21, Pages 5 through 10, 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 I.

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 all lots lying and being in BRADEN WOODS SUBDIVISION, PHASE I, a subdivision as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida.

1. Residential Lots. All lots shall be known and described as residential lots and shall be used solely for single family residential purposes.

2. Compliance with Applicable Governmental Regulations. All Construction in the Subdivision shall be in compliance with all applicable state and local governmental regulations, including building codes, zoning regulations and setback requirements.

3. Minimum Floor Space. No dwelling which has a livable floor space of less than 1600 square feet, exclusive of open porches, terraces and garages, shall be constructed upon any lot in the Subdivision, save and except Lots 2 through 21, Block 1, inclusive, and Lots 2 through 9, Block 3, inclusive, of the Subdivision, which lots shall require dwellings having a minimum livable floor space of not less than 1300 square feet each.

4. Recreational Vehicles. No boat or travel trailer shall be allowed on any lot unless it is appropriately garaged or hidden or screened from the street and the neighboring lots. No travel-trailers, boats, tents or other temporary structure shall be used as a residence at any time.

5. Mobile Homes. No trailer, mobile home (single or double wide), outbuilding or similar structure shall be placed on any lot at any time, either temporarily or permanently, except as provided under the provisions of Paragraph 11 (Temporary Structures) below.

6. Motorcycles. No motorcycles, motorbikes, mini-bikes, trail bikes or other similar motor driven bikes shall be operated upon any lot or parcel of land in the Subdivision in any manner so as to disturb or annoy the owner of any other lot in the Subdivision. Trails or tracks for

such power driven bikes are specifically prohibited from all lots or parcels within the Subdivision.

7. Signs. No sign or any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and must be removed on termination of their use. The Developer is excluded from this provision.

8. 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.

9. Animals. No livestock or poultry of any kind may be placed, kept or maintained on any parcel or part of the Subdivision, except that 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. In addition, each lot owner may keep not more than one horse on their own lot in the Subdivision.

10. Mining. No refining, quarrying, barrowing or mining operations of any kind shall be permitted on any lot.

11. 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 shelters used by the Developer and/or lot owners during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

12. 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.

13. No Further Subdividing. No lot shall be subdivided, or its boundary lines changed to less than one (1) acre.

14. Time Limit on Construction. The exterior of all houses and other structures shall be completed within one (1) year after the commencement of such construction, except where such completion is made impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, natural calamities, or the impossibility of obtaining materials.

15. 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 their choosing in the Subdivision.

16. 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.

17. Preservation Areas. Portions of some lots in the Subdivision lie within "Preservation Areas". Preservation areas are naturally wooded areas and it is intended that these areas be protected so that their natural character will not be destroyed or disturbed. To insure the continued existence of these areas, no structures shall be permitted to be built within any portion of a "Preservation Area", and there shall be no tree removal or clearing of such areas which would destroy the natural character of that area. The following portions of the below designated lots are hereby declared to be "Preservation Areas":

- (a) The Southerly 50 feet of Lot 20, Block 1;
- (b) That portion of Lot 19, Block 1, lying South of the Westerly extension of the Northern Preservation Area line of Lot 20, Block 1;
- (c) The Westerly 50 feet of Lots 9 and 10, Block 4;

(d) The Easterly 50 feet of Lots 21, 22, and 23, Block 4;

all of which lots lie within BRADEN WOODS SUBDIVISION, PHASE I.

18. Private Pedestrian-Equestrian Easement. As shown on the plat of the Subdivision, a Private Pedestrian-Equestrian Easement runs throughout the Subdivision, which easement is for the private use and benefit of the residents of the Subdivision and any guests which accompany them. The easement is to be used as a pedestrian walkway, as well as an area to walk and ride horses, it being specifically prohibited to allow any horse to gallop, gait or exceed a walking speed within such easement area.

No structure, planting or other materials shall be placed or permitted to remain within this easement area which may in any way prevent the easement from being used for its designated purpose. The portion of the easement lying on each lot shall be maintained by the owner of the lot on which the easement is located. In the event that a resident fails to maintain the portion of the easement lying on their individual lot or lots, then the Association may enter upon that Lot Owner's lot, perform the necessary maintenance to the easement and charge all costs for such maintenance to that particular Lot Owner. Such entry upon any Lot Owner's lot for the purposes set forth herein shall not be considered a trespass by the Association or its agents and employees.

19. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded plat. No structures, planting or other materials shall be placed or permitted to remain within these easement areas which may change 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. These easement areas of each lot and all improvements in it, shall be

maintained continuously by the owner of the lot on which they are located, except for those improvements which a public authority or utility company is responsible.

20. 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 appointed by the Developer to review all plans and specifications prior to commencement of construction on 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 BRADEN WOODS 'HOMEOWNERS' ASSOCIATION. At such time as the Developer no longer is 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. Powers of Architectural Committee. 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 or 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.

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. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the location of homes 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 of 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 violation of this covenant and may be required to be restored to the original condition at 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.

All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any house can be occupied, it must be completely finished and a Certificate of Completion must be issued by the Committee.

21. Front Yard Building Setback. There shall be a minimum front yard building setback of 75 feet, except on lots where a Preservation Area or lake exists. On lots where a Preservation Area or lake exists, the front yard building setback line shall be decreased by an amount equal to the distance the Preservation Area or the lake occupies the rear of that particular lot; however, in no case shall the front yard building setback be less than that required by the Manatee County Zoning Code.

22. 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

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

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;
- (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;
- (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 signs, 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 within the Subdivision which are not deemed properly maintained by the individual lot owners.

Each lot owner of any lot lying within BRADEN WOODS SUBDIVISION, PHASE I (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 By-laws 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.

#### ARTICLE V

##### COVENANTS FOR ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each owner of any lot lying within BRADEN WOODS SUBDIVISION, Phase I, (regardless of how title is acquired, including without limitation, a purchaser 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 the 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 land and shall be a continuing lien upon the property against which each such assessment is made. The liability for assessments may not be avoided by waiver of the use and enjoyment of the common areas, 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.

Notwithstanding the foregoing, a lien for unpaid assessment 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.

2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, welfare and recreation of the residents of any and all phases of BRADEN WOODS SUBDIVISION which are subject to the terms of this or a similar Declaration and in particular for effectuating the purposes of the Association 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 areas within the Subdivision which are of common benefit to the owners, as well as for such other permissible activities undertaken by the Association.

3. 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.

4. 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 to be the date of commencement.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5. Assessment Apportionment. All assessments, whether annual, special or otherwise, levied by the Board of Directors shall be assessed against all lots lying and being in BRADEN WOODS SUBDIVISION, PHASE I, and against all lots lying and being in subsequent phases of BRADEN WOODS SUBDIVISION (provided that such subsequent phases have come under the jurisdiction of the Association by the recordation of a Declaration similar to this Declaration) equally, as required under the terms of the Association's Bylaws.

6. 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.

In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a lot owner, the Association shall recover from said lot owner interest, court costs, and a reasonable attorney's fee, including any fees incurred on appeal, 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 common areas or abandonment of his lot.

7. Subordination of Lien. Where a mortgagee of a first mortgage of record, or other foreclosure of a lot, 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 acquirer 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 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. 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 Homeowners' Association.

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. Unless otherwise provided, the resolution adopting a proposed amendment

must bear the approval of 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, for not less than seventy percent (70%) of the voting representatives who cast their vote. 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.

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. The amendment shall be effective when properly recorded in the Public Records of Manatee County, Florida.

2. Duration. The covenants, conditions, easements, and restrictions 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 BRADEN WOODS SUBDIVISION, PHASE I, 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 ten (10) 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 records of the Association. Notwithstanding anything to the contrary herein contained, so long as 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 herein shall in no way be deemed a waiver of the right to do so thereafter.

5. Construction. Whenever the context so permits, 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.

6. Severability. "Invalidation of any one of these covenants, restrictions, conditions or easements by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

7. 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 heirs, personal representatives, successors and 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.

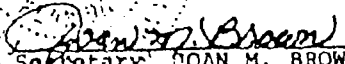
8. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Manatee County, Florida.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICE CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Declaration to be executed the day and year




file above written.


ATTEST:

  
 Asst. Secretary JOAN M. BROWN  
 (Corporate Seal)

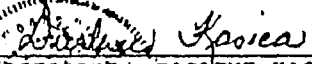
ATTEST:

  
 Secretary JAMES U. WADE  
 (Corporate Seal)

ATTEST:

  
 Asst. Secretary MICHAEL C. SWANSON  
 (Corporate Seal)

ATTEST:

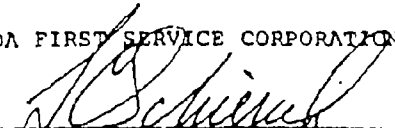
  
 Secretary DARLENE KASICA  
 (Corporate Seal)

STATE OF FLORIDA  
 COUNTY OF PINELLAS

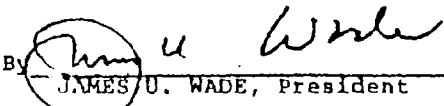
MANATEE JOINT VENTURE,  
 a Florida Joint Venture

BY:

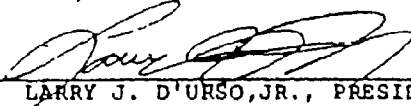
FLORIDA FIRST SERVICE CORPORATION

By   
LESTER C. SCHIERECK, SR. VICE-PRES.

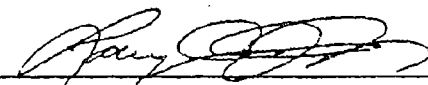
FIRST ENVIRONMENTAL SERVICE CORPORATION

By   
JAMES U. WADE, President

PURSLEY, INC.

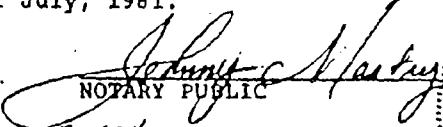
By   
LARRY J. D'URSO, JR., PRESIDENT

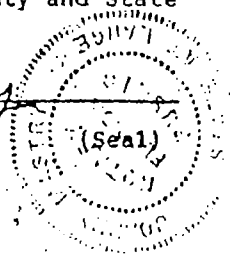
BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

By   
LARRY J. D'URSO, JR., PRESIDENT

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LESTER C. SCHIERECK and JOAN M. BROWN, being the SR.V. President and ASST. SECRETARY respectively, of FLORIDA FIRST SERVICE CORPORATION, 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 20<sup>th</sup> day of July, 1981.

  
 NOTARY PUBLIC



My Commission expires: Nov. 25, 1984

310482

LED AND RECORDED  
IN SHORE COUNTY, FLA.  
DATE 2 20 PM '81

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that  
duly authorized in the State  
acknowledgments, personally ap:  
and James W. Shaw  
President and Secretary,  
SERVICE CORPORATION, and they ac  
executed the foregoing Declarati  
Easements and Restrictions; that  
authorized by said Corporation t  
instrument is the act and deed of

this day, before me, an officer  
County aforesaid to take  
d James U. Wade  
ll known to me to be the  
ectively, of FIRST ENVIRONMENTAL  
edged before me that they  
Covenants, Conditions,  
uch officers they are duly  
so; and that the foregoing  
Corporation.

WITNESS my hand and offic  
State aforesaid, this 20 day of Ju

Seal in the County and  
1981.

Th. H. Strickland  
NOTARY PUBLIC  
(Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer  
duly authorized in the State and County aforesaid to take  
acknowledgments, personally appeared LARRY J. D'URSO, JR.  
and MICHAEL C. SWANSON, well known to be the  
President and Asst. Secretary, respectively, of PURSLEY, INC.,  
and they 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 foregng instrument is the act and deed of  
said Corporation.

WITNESS my hand and official seal in the County and  
State aforesaid, this 21 day of July, 1981.

Dean Woodfield  
NOTARY PUBLIC  
(Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer  
duly authorized in the State and County aforesaid to take  
acknowledgments, personally appeared LARRY J. D'URSO, JR.  
and DARLENE KASICA, well known to be the  
President and Secretary, respectively, of BRADEN WOODS  
HOMEOWNERS' ASSOCIATION, INC., and they 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 21 day of July, 1981.

Dean Woodfield  
NOTARY PUBLIC  
(Seal)

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA ATTORNEY  
MY COMMISSION EXPIRES APRIL 17 1983  
BONDED THROUGH GENERAL INS. UNDERWRITERS

921007

CORRECTIVE  
FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE II

THIS FIRST AMENDMENT is made this 6th day of October, 1983, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase II, as amended, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1024, commencing at page 1661 of the Public Records of Manatee County, Florida, and

WHEREAS, Developer still owns lots lying and being in Braden Woods Subdivision, Phase II, a subdivision as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida, and is still a Class B member of the Braden Woods Homeowners' Association, Inc., a Florida corporation not for profit, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class B member of said Homeowners' Association, and

WHEREAS, a number of Lots within the Subdivision have been placed on the market for sale and the owners thereof have placed "For Sale" signs of various colors, styles and sizes on the Lots, which array of signs detracts from the overall appearance of the Subdivision, and

WHEREAS, a variety of different types of outside clotheslines have been installed and constructed on Lots in the Subdivision which also detracts from the overall appearance and quality of the Subdivision, and

WHEREAS, the Developer desires to establish common design standards for signs permitted to be displayed in the Subdivision, and to establish certain restrictions and prohibitions pertaining to the use of outdoor clotheslines, and

WHEREAS, in an effort to further maintain and protect the integrity and quality of the Subdivision, the Developer desires to establish common design standards for the construction of swimming pools, spas and other like improvements on Lots within the Subdivision and, further, to establish common design standards for the installation and maintenance of mail boxes throughout the Subdivision;

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase II, which such Declaration is recorded in Official Records Book 1024, commencing at page 1661 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 7 (Signs) of Article III is hereby deleted in its entirety and the following new subparagraph 7 of Article III is substituted in its place and stead:

"7. Signs, Mail Boxes, Swimming Pools and Clotheslines:

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

(i) A Lot Owner may display, or cause to be displayed, one (1) "FOR SALE" sign on his Lot, the dimensions of which sign shall be three (3) feet in width and 1 and 1/2 feet in height. The color of the sign (including the face and lettering) shall be the colors designated by the Developer from time to time for so long as the Developer is a Class B member of the Association. Subsequent thereto, the Architectural Committee shall determine the colors. The copy of such sign shall be limited to "FOR SALE" and a telephone number. Such sign shall be hung from a wooden (4"x4") post, the

height of which post shall not exceed six (6) feet above ground level.

(ii) A trailer sign may be hung from the principal sign described in subparagraph 7.A.(i), above, which trailer sign shall not exceed three (3) feet in width and one-half (½) foot in height and shall conform to the same color requirements of said principal sign. The copy on the trailer sign shall be limited to identifying the Lot Owner's selling agent, its address and telephone number.

(iii) Until notice to the contrary is given by the Developer, Developer agrees to supply and install the principal sign and the wooden post described in subparagraph 7.A.(i), above, for use on a Lot within the Subdivision upon the Lot Owner of such Lot making written request therefor and making a \$75.00 refundable deposit to the Developer. Such deposit shall be refunded, without interest, to such Lot Owner upon the return of the sign and post to the Developer in good and re-usable condition, normal wear and tear excepted. Developer will not provide trailer signs as described in subparagraph 7.A.(ii), above.

(iv) No other signs whatsoever, including but not limited to independent real estate agent's signs, signs advertising properties for rent or for garage sales, shall be permitted to be displayed on any Lot or on any improvement in the Subdivision.

(v) The Developer and/or its sale's agent is excluded from complying with the provisions of this paragraph 7.A., and may place signs throughout the Subdivision on Lots which it owns in such manner as, in its sole discretion, it deems proper.

B. MAILBOXES: No mailboxes of any kind shall be constructed or maintained on any Lot in the Subdivision, except as hereinafter provided:

(i) 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 its 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 written notice from a Lot Owner that the house and improvements to be constructed on his Lot are substantially completed.

(ii) Maintenance of the mailbox and post shall be provided by the Braden Woods Homeowners' Association to insure the continued acceptable appearance of the Subdivision.

C. Swimming Pools: No swimming pools, spas or any other like amenities or improvements shall be constructed on any Lot in the Subdivision, except as herein provided:

(i) All swimming pools, spas, and other like amenities or improvements 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, spas, other similar amenities or improvements on any Lot in the Subdivision.

(ii) 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 may it allow the construction of an above-ground swimming pool, spa or other like amenity or improvement.

D. Clotheslines: No outside clotheslines shall be installed on any Lot in the Subdivision unless it is installed and used in such a manner that the same is not visible from any adjoining Lot or from public view whatsoever.

2. In all other respects, the terms and provisions of the said Declaration, as amended, shall remain the same.

3. BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., joins in the execution hereof to evidence its consent to the terms hereof.

4. Royal Trust Bank of Florida, N.A., formerly known as Century First National Bank of Pinellas County, being the owner and holder of certain instruments of security encumbering Lots lying in Braden Woods Subdivision, Phase II, and which Lots are owned by the Developer, join in the execution of this First Amendment for the purpose of consenting to the terms and conditions set forth herein and to subordinate the liens created by such instruments of security to such terms and conditions.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC. and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, and ROYAL TRUST BANK of FLORIDA, N.A. have caused this First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase II, to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

MANATEE JOINT VENTURE, a Florida  
joint venture

(Corporate Seal)

By: FLORIDA FIRST SERVICE CORPORATION

ATTEST: \_\_\_\_\_  
Secretary

By: [Signature]  
President

(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC.

ATTEST: [Signature]  
Secretary

By: [Signature]  
President

(Corporate Seal)

By: PURSLEY, INC.

ATTEST: [Signature]  
Secretary

By: [Signature]  
President

(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION,  
INC.

ATTEST: [Signature]  
Secretary

By: [Signature]  
President

(Corporate Seal)

ROYAL TRUST BANK OF FLORIDA, N.A.,  
formerly, CENTURY FIRST NATIONAL BANK  
OF PINELLAS COUNTY

ATTEST: [Signature]  
Vice Pres. Secretary

By: [Signature]  
Vice President



STATE OF FLORIDA  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared L.C. Schiwick and \_\_\_\_\_, the Senior Vice President and \_\_\_\_\_, respectively, of FLORIDA FIRST SERVICE CORPORATION, and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 7th day of October, 1983.

Diane E. Richards  
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 acknowledgements, personally appeared Steven R. Johnson and James M. Shaw, the President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC. and acknowledge before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 7th day of October, 1983.

Rosemary L. Savage  
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 acknowledgements, personally appeared Larry J. D'Ures and Ben A. Smith, the President and Secretary, respectively of PURSLEY, INC., and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Brade Woods Subdivision, Phase I; 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 11th day of October, 1983.

Rosemary L. Savage  
Notary Public  
State of Florida at Large

My Commission Expires: \_\_\_\_\_ (SEAL)

O.R. 1068 PG 0945

STATE OF FLORIDA  
COUNTY OF Manatee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Jerry J. O'Neil and Salome A. Kasica, the President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC. and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; 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 11<sup>th</sup> day of October, 1983.

Rosemary L. Savage  
Notary Public  
State of Florida at Large

My Commission Expires: 11/11/85 (SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared GLENN E. UNDERWOOD and JERYL L. CARTER, the Vice President and Vice President, respectively, of ROYAL TRUST BANK OF FLORIDA, N.A., formerly CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions, Phase I; 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 6th day of October, 1983.

Shirley G. Linnell  
Notary Public  
State of Florida at Large

My Commission Expires: May 23, 1984 (SEAL)  
Notary Public, State of Florida at Large

935015

THIS INSTRUMENT PREPARED BY:  
JOHN MASTRY, ESQUIRE  
Greene, Mann, Rowe, Stanton  
Mastery & Burton  
920 Manatee Avenue, West  
Suite 50  
Bradenton, Florida 33505

FILED AND RECORDED  
R.B. S. CLERK  
MANATEE COUNTY  
JAN 6 4 25 PM '84

FILED  
R.B. S. CLERK  
MANATEE COUNTY  
OCT 17 1 56 PM '83

921564

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BRADEN WOODS SUBDIVISION, PHASE II

THIS SECOND AMENDMENT is made this 26 day of July, 1985, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1024, commencing at page 1661 of the Public Records of Manatee County, Florida, together with the Corrective First Amendment thereto recorded in Official Records Book 1068, at page 939, Public Records of Manatee County, Florida, and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE II, a subdivision as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" member of the Braden Woods Homeowners Association, Inc., a Florida corporation not for profit, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" member of said Homeowners Association, and

WHEREAS, the Developer desires to revise the common design standards for signs permitted to be displayed in the Subdivision so as to maintain and protect the integrity and quality of the Subdivision;

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, which Declaration is recorded in Official Records Book 1024, commencing at page 1661 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 7 of Article III is hereby deleted in its entirety and the following new Subparagraph 7 of Article III is substituted in its place:

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 signposts 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 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.

2. In all other respects, the terms and provisions of said Declaration, as amended, shall remain the same and unchanged.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., n/k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Second Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

FLORIDA FIRST SERVICE CORPORATION

ATTEST:

By:

Robert E. Annan, Jr.  
Secretary

Alan W. Kimbro  
-ALAN W. KIMBRO,  
-Senior Vice President

(Corporate Seal)

ATTEST:

FLORIDA ENVIRONMENTAL SERVICES, INC. n/k/a CROSSLAND DEVELOPMENT CORPORATION

Stephen R. Jonsson  
Secretary

By: Stephen R. Jonsson  
STEPHEN R. JONSSON,  
Senior Vice President

(Corporate Seal)

ATTEST:

PURSLEY, INC.

Larry J. D'Urso, Jr.  
Home Secretary

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

(Corporate Seal)

ATTEST:

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

Larry J. D'Urso, Jr.  
Secretary

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

(Corporate Seal)

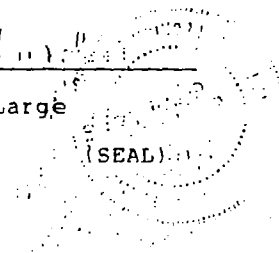
STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ALAN W. KIMBRO and \_\_\_\_\_, the Senior Vice President and \_\_\_\_\_, respectively, of FLORIDA FIRST SERVICE CORPORATION, one of the general partners of MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II; 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 18 day of July, 1985.

Donald J. Robinson  
Notary Public  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires Aug. 24, 1997



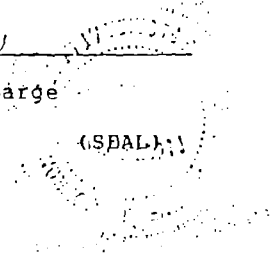
STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared STEPHEN R. JONSSON and SHELIA 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 Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II; 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.

Ardene J. Bouillon  
Notary Public  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires Oct. 18, 1988

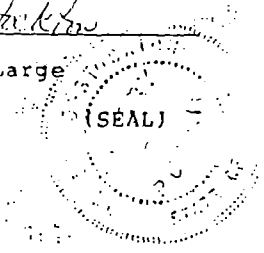


STATE OF FLORIDA  
COUNTY OF Manatee

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 Pasica-Burgos, 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 Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II; 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 36 day of July, 1985.

James D. Stockton  
Notary Public  
State of Florida at Large



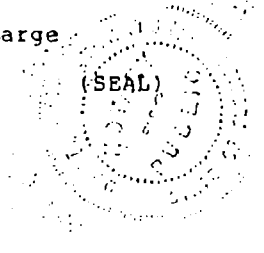
My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 2, 1989  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF Maricopa

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and Marlene Rossica - Burgess, the President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., and acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II; 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 36 day of July, 1985.

James 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/A

048841  
FILED AND RECORDED  
BY SHERIDAN GLENN  
MANAGED COUNTY, FLA  
Oct 22 2 23 PM '85

63978

THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
BRADEN WOODS SUBDIVISION, PHASE II

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase II, made this 9th day of January, 1986, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1024, commencing at Page 1661 of the Public Records of Manatee County, Florida, together with the Corrective First Amendment thereto recorded in Official Records Book 1068, at Page 939, and the Second Amendment thereto recorded in Official Records Book 1126, at Page 809, all of the Public Records of Manatee County, Florida; and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE II, a subdivision, as per plat thereof recorded in Plat Book 21, Pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" Member of the Braden Woods Homeowners' Association, Inc., a Florida corporation not for profit; and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" Member of said Homeowners' Association; and

WHEREAS, the Developer desires to revise the Declaration to provide for maintenance of the road shoulders, medians and entrances into the Braden Woods Development; and

WHEREAS, the Developer further desires to revise the Declaration to provide for maintenance of the drainage ponds, drainage easements and drainage system which serve the Braden Woods Development as a whole; and

WHEREAS, the Developer further desires to amend the Declaration to provide it the right to enforce the provisions of the Declaration relative to such maintenance and the duties and obligations of the Architectural Control Committee and the Association,

NOW THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, which Declaration is recorded in Official Records Book 1024, commencing at Page 1661, of the Public Records of Manatee County, Florida, as amended, in the following manner:

A. New Article VII is hereby added in its entirety to the Declaration.

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO  
CHRISTIE S. JONES  
Attorney, Real Estate, and Insurance Law  
800 Third Street  
St. Petersburg, Florida 33713

O.R. 1133 PG 2972



## ARTICLE VI

Maintenance of Road Shoulders, Medians  
and Entrances to the Subdivision

1. It shall be the responsibility of the Lot Owners to maintain the road shoulders immediately adjacent to their respective Lots, provided, however, the Association shall have the right to maintain such road shoulders in the event a Lot Owner fails to do so. In such event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the road shoulders on the Owner's Lot.

2. It shall be the responsibility of the Association to maintain the entrances to the Braden Woods Development which are subject to the provisions of this Declaration, as duly amended from time to time, and the costs of such maintenance shall be included in the annual assessments provided for in this Declaration.

3. Further, the Association shall maintain any and all medians in the roads which are or shall become a part of the Braden Woods Development and are subject to the terms and conditions of this Declaration as duly amended from time to time.

4. As used in this Article VII, "maintenance" shall mean the exercise of reasonable care to keep the landscaping and other related improvements and fixtures within the areas described above in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth, in addition to mowing said areas and generally keeping them free of debris and trash.

5. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lawn maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners.

6. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the

aintenance which has not been performed, and shall have the right to reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance.

B. Article III, Paragraph 20, entitled Architectural Control, is hereby amended to include the following new Paragraph 20D:

D. Enforcement by Developer. The Developer hereby reserves the right but not the obligation, notwithstanding any provision of this Declaration to the contrary, to, in its sole and absolute discretion, enforce the terms and conditions of this Article III, Paragraph 20 in the event the Architectural Committee fails to act. Such right shall terminate only upon written notice to the Association.

C. The first paragraph of Article IV is hereby amended in its entirety to read as follows:

The Developer has caused BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, to be incorporated pursuant to the Florida Statutes. In the event the Association shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth in its Articles of Incorporation and Bylaws or this Declaration, and all matters in connection therewith, then the Association shall revert to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of the Association as provided in the Articles of Incorporation and the Bylaws. In the event the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the Articles of Incorporation and the Bylaws, any lot owner or the Developer may apply to the circuit court within whose jurisdiction the subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the lot owner shall mail to the Association and post in a conspicuous place within the subdivision a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the lot owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

D. New Article VIII is hereby added in its entirety to the Declaration.

#### ARTICLE VIII

##### Maintenance of Drainage Ponds, Drainage Easements and Drainage Facilities

1. It shall be the responsibility of the Lot Owners to maintain the portions of the drainage ponds, drainage easements and drainage facilities located upon their respective Lots, provided, however, the Association shall have the right to maintain such drainage ponds, drainage easements and drainage

facilities in the event a Lot Owner fails to do so. In each event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the drainage ponds, drainage easements and drainage facilities located upon the Owner's Lot.

2. As used in this Article VIII, "maintenance" shall mean the exercise of reasonable care to keep the drainage ponds, drainage easements and drainage facilities described above in a condition comparable to their original condition, normal wear and tear excepted, and to ensure that the direction or flow of water into or through the drainage ponds, drainage easements or drainage facilities is not obstructed or retarded, or otherwise increased or decreased other than from natural causes.

3. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lake maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners upon whose Lots the maintenance of such drainage ponds, drainage easements and drainage facilities is performed by the Association or a management or lake maintenance contractor hired by the Association to perform such maintenance.

4. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VIII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right but not the obligation to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the maintenance which has not been performed, and shall have the right to reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance. Further, the Developer hereby reserves the right but not the obligation to make such changes or improvements to the drainage ponds, drainage easements or drainage facilities as shall be necessary to provide adequate drainage for the Braden Woods Development as required by any governmental or quasi-governmental agency having jurisdiction thereof, and any entry by the Developer or its employees, contractors or agents upon any lot or any portion of the Subdivisions for such purposes shall not be deemed to be a trespass.

In all other respects, the terms and provisions of said Declaration, as amended, shall remain the same and unchanged, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

By: FLORIDA FIRST SERVICE CORPORATION

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

ATTEST:

*Robert E. [unclear]*  
Secretary  
(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION

By: *Robert Heffner*  
ROBERT HEFFNER,  
Assistant Vice President

ATTEST:

*Robert Heffner*  
Secretary  
(Corporate Seal)

By: PURSLEY, INC.

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

ATTEST:

*Dorlene C. [unclear]*  
Assistant Secretary  
(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

By: *Steven R. Mazzei*  
STEVEN R. MAZZEI,  
President

ATTEST:

*Dorlene C. [unclear]*  
Secretary  
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared DONALD R. FEASTER and *Robert E. [unclear]*, as Senior Vice President and *Assistant Secretary*, respectively, of

FLORIDA FIRST SERVICE CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 1st day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug 29, 1987  
LICENSED UNDER PUBLIC CHARTER PROVISIONS

STATE OF FLORIDA )  
  )  
COUNTY OF MANATEE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared ROBERT HEFFNER and Shelia C. Smith, as Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 8th day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

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 Barbara Howard Berger, as Senior Vice President and Trustee, respectively, of PURSLEY, INC., a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 7 day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

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

STATE OF FLORIDA )  
 )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared STEVEN R. MAZZEI and Darlene Kaye-D-White, as President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 9 day of January, 1986.

Darlene Kaye-D-White  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 2, 1988  
BONDED THRU GENERAL INS. URS.

JAN 13 4 21 PM '86  
NOTARY PUBLIC  
CLERK  
DUVAL COUNTY, FLA.

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

THIS DECLARATION IS MADE this 11th day of October, 1983, 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 III, a subdivision as per plat thereof recorded in Plat Book 21, Pages 129 through 134, inclusive, of the Public Records of Manatee County, Florida.

Recitals:

WHEREAS, Developer has heretofore developed those certain single family residential subdivisions known as "BRADEN WOODS SUBDIVISION, PHASE I, as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, and BRADEN WOODS SUBDIVISION, PHASE II, as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, both of the Public Records of Manatee County, Florida, and

WHEREAS Developer has heretofore recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, in Office Record Book 1009, commencing at Page 3628, and that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, in Official Record Book 1024, commencing at Page 1661, both of the Public Records of Manatee County, Florida, wherein all Lots lying and being in both of said subdivisions were subjected to the terms, conditions and provisions contained in said Declarations, which Declarations are identical in content, and

WHEREAS, Developer has caused Braden Woods Homeowners' Association, Inc., a Florida corporation not-for-profit, to be organized under the laws of the State of Florida, the members of which association are all of the owners of Lots lying and being in Braden Woods Subdivision, Phase I, and all subsequent phases thereto, including but not limited to BRADEN WOODS SUBDIVISION, PHASE II, and BRADEN WOODS SUBDIVISION, PHASE III, and

WHEREAS, Developer has now completed BRADEN WOODS SUBDIVISION, PHASE III, the plat of which Subdivision is recorded in Plat Book 21, Pages 129 through 134, inclusive, of the Public Records of Manatee County, Florida, and desires to subject all of the Lots located in said Subdivision of BRADEN WOODS SUBDIVISION, PHASE III, with all of the same covenants, conditions, easements and restrictions which are contained in the declarations encumbering BRADEN WOODS SUBDIVISION, PHASE I and BRADEN WOODS SUBDIVISION, PHASE II and, further, desires that all of the Lots lying and being in BRADEN WOODS SUBDIVISION, PHASE III, shall be within the jurisdiction of Braden Woods Homeowners' Association, Inc., and that all owners of the Lots lying and being in said Subdivision shall also be members of said association, and

WHEREAS, this is one of the Declarations of Covenants, Conditions, Easements and Restrictions to which the Articles of Incorporation and the Bylaws of Braden Woods Homeowners' Association, Inc., a Florida corporation not-for-profit, makes reference.

#### 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 HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for profit.
- (b) "Association Area" shall mean and refer to all phases of BRADEN WOODS SUBDIVISION which have come under the jurisdiction of the Association by the recording of this Declaration of Covenants, Conditions, Easements and Restrictions or one similar to this Declaration pertaining to prior or subsequent phases thereof.
- (c) "Braden Woods Subdivision, Phase III" shall mean and refer to the single family residential subdivision recorded in Plat Book 21, Pages 129 through 134, 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 III.



(f) "Lot 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 Joint Venture.

(h) "Subdivision" shall mean and refer to BRADEN WOODS SUBDIVISION, PHASE III, as per plat thereof recorded in Plat Book 21, Pages 129 through 134, 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 III.

## 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 BRADEN WOODS SUBDIVISION, PHASE III, a Subdivision as per plat thereof recorded in Plat Book 21, Pages 129 through 134, inclusive, of the Public Records of Manatee County, Florida.

1. Residential Lots. All Lots shall be known and described as residential Lots and shall be used solely for single family residential purposes.

2. Compliance with Applicable Governmental Regulations. All Construction in the Subdivision shall be in compliance with all applicable state and local governmental regulations, including building codes, zoning regulations and setback requirements.

3. Minimum Floor Space. No dwelling which has a livable floor space of less than 1600 square feet, exclusive of open porches, terraces and garages, shall be constructed upon any Lot in the Subdivision.

4. Recreational Vehicles. No boat or travel trailer shall be allowed on any Lot unless it is appropriately garaged or hidden or screened from the street and the neighboring Lots. No travel-trailers, boats, tents or other temporary structure shall be used as a residence at any time.

5. Mobile Homes. No trailer, mobile home (single or double wide), outbuilding or similar structure shall be placed on any Lot at any time, either temporarily or permanently, except as provided under the provisions of Paragraph 14 (Temporary Structures) below.

6. Motorcycles. No motorcycles, motorbikes, minibikes, trail bikes or other similar motor driven bikes shall be operated upon any Lot or parcel of land in the Subdivision in any manner so as to disturb or annoy the owner of any other Lot in the Subdivision. Trails or tracks for such power driven bikes are specifically prohibited from all Lots or parcels within the Subdivision.

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

(a). A Lot Owner may display, or cause to be displayed, one (1) "FOR SALE" sign on his Lot, the dimensions of which sign shall be three (3) feet in width and one and one-half (1 1/2) feet in height. The color of the sign (including the face and lettering) shall be the colors designated by the Developer from time to time for so long as the Developer is a Class B member of the Association. Subsequent thereto, the Architectural Committee shall determine the colors. The copy of such sign shall be limited to "FOR SALE" and a telephone number. Such sign shall

be hung from wooden (4"x4") post, the height of which post shall not exceed six (6) feet above ground level.

(b.) A trailer sign may be hung from the principal sign described in subparagraph 7 (a), above, which trailer sign shall not exceed three (3) feet in width and one-half ( $\frac{1}{2}$ ) foot in height and shall conform to the same color requirements of said principal sign. The copy on the trailer sign shall be limited to identifying the Lot Owner's selling agent, its address and telephone number.

(c.) Until notice to the contrary is given by the Developer, Developer agrees to supply and install the principal sign and the wooden post described in subparagraph 7, (a), above, for use on a Lot within the Subdivision upon the Lot Owner of such Lot making written request therefor and making a \$75.00 refundable deposit to the Developer. Such deposit shall be refunded, without interest, to such Lot Owner upon the return of the sign and post to the Developer in good and re-usable condition, normal wear and tear excepted. Developer will not provide trailer signs as described in subparagraph 7 (b.), above.

(d.) No other signs whatsoever, including but not limited to independent real estate agent's signs, signs advertising properties for rent or for garage sales, shall be permitted to be displayed on any Lot or on any improvement in the Subdivision.

(e.) The Developer and/or its sale's agent is excluded from complying with the provisions of

this paragraph 7 , and may place signs throughout the Subdivision on Lots which it owns in such manner as, in its sole discretion, it deems proper.

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

(i) 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 its 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 written notice from a Lot Owner that the house and improvements to be constructed on his Lot are substantially completed.

(ii) Maintenance of the mailbox and post shall be provided by the Braden Woods Homeowner's Association to insure the continued acceptable appearance of the Subdivision.

9. Swimming Pools. No swimming pools, spas or any other like amenities or improvements shall be constructed on any Lot in the Subdivision, except as herein provided:

(i) All swimming pools, spas, and other like amenities or improvements 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, spas or other similar amenities or improvements on any Lot in the Subdivision.

(ii) 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 may it allow the construction of an above-ground swimming pool, spa or other like amenity or improvement.

10. Clotheslines. No outside clotheslines shall be installed on any Lot in the Subdivision unless it is installed and used in such a manner that the same is not visible from any adjoining Lot or from public view whatsoever.

11. 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.

12. Animals. No livestock or poultry of any kind may be placed, kept or maintained on any parcel or part of the Subdivision, except that 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. In addition, each Lot Owner may keep not more than one horse on their own Lot in the Subdivision.

13. Mining. No refining, quarrying, barrowing or mining operations of any kind shall be permitted on any Lot.

14. 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 main dwelling house, it being clearly understood that these latter temporary shelters may not at any time, be used as residences, or permitted to remain on the Lot after completion of construction.

15. 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.

16. No Further Subdividing. No Lot shall be subdivided, or its boundary lines changed to less than one (1) acre.

17. Time Limit on Construction. The exterior of all houses and other structures shall be completed within one (1) year after the commencement of such construction, except where such completion is made impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, natural calamities, or the impossibility of obtaining materials.

18. 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 their choosing in the Subdivision.

19. 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.

20. Preservation Areas. Portions of some Lots in the Subdivision lie within "Preservation Areas". Preservation areas are naturally wooded areas and it is intended that these areas be protected so that their natural character will not be destroyed or disturbed. To insure the continued existence of these areas, no structures shall be permitted to be built within any portion of a "Preservation Area", and there shall be no tree removal or clearing of such areas which would destroy the natural character of that area. The following portions of the below designated lots are hereby

declared to be "Preservation Areas": No such "Preservation Areas" lie within Braden Woods Subdivision, Phase III.

21. Private Pedestrian-Equestrian Easement. As shown on the plat of the Subdivision, a Private Pedestrian-Equestrian Easement runs throughout the Subdivision, which easement is for the private use and benefit of the residents of the Subdivision and any guests which accompany them, together with the residents and their accompanying guests of other Phases of Braden Woods Subdivision. The easement is to be used as a pedestrian walkway, as well as an area to walk and ride horses, it being specifically prohibited to allow any horse to gallop, gait or exceed a walking speed within such easement area.

No structure, planting or other materials shall be placed or permitted to remain within this easement area which may in any way prevent the easement from being used for its designated purpose. The portion of the easement lying on each Lot shall be maintained by the Owner of the Lot on which the easement is located. In the event that a resident fails to maintain the portion of the easement lying on their individual Lot or Lots, then the Association may enter upon that Lot Owner's Lot, perform the necessary maintenance to the easement and charge all costs for such maintenance to that particular Lot Owner. Such entry upon any Lot Owner's Lot for the purposes set forth herein shall not be considered a trespass by the Association or its agents and employees.

22. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded plat. No structures, planting or other materials shall be placed or permitted to remain within these easement areas which may change 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. These easement areas of each Lot and all improvements in it, shall be maintained

Continuously by the Owner of the Lot on which they are located, except for those improvements which a public authority or utility company is responsible.

23. 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 appointed by the Developer to review all plans and specifications prior to commencement of construction on 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 BRADEN WOODS HOMEOWNERS' ASSOCIATION. At such time as the Developer no longer is 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. Powers of Architectural Committee. The Architectural Committee is hereby given and granted the exclusive power and discretion to control and approve all building, 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 or 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.

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. 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 of 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

ade without application having first been made and approval obtained as required shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at 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.

All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any house can be occupied, it must be completely finished and a Certificate of Completion must be issued by the Committee.

24. Front Yard Building Setback. There shall be a minimum front yard building setback of 50 feet, except Lots that front Braden Run and where a Preservation Area or lake exists. Lots on Braden Run shall have a front yard building setback of 75 feet. On Lots where a Preservation Area or lake exists, the front yard building setback line shall be decreased by an amount equal to the distance the Preservation Area or the lake occupies the rear of that particular Lot; however, in no case shall the front yard building setback be less than that required by the Manatee County Zoning Code.

25. 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

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

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;

(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;

(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 signs, 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 within the Subdivision which are not deemed properly maintained by the individual Lot Owners.

Each Lot Owner of any Lot lying within BRADEN WOODS SUBDIVISION, PHASE III, (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.

\*together with owners of Lots in other phases of Braden Woods Sub-division.

## ARTICLE

Covenants for Assessments1. Creation of Lien and Personal Obligation of Assessments.

Each owner of any Lot lying with BRADEN WOODS SUBDIVISION, PHASE III, (regardless of how title is acquired, including without limitation, a purchaser 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 the 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 land and shall be a continuing lien upon the property against which each such assessment is made. The liability for assessments may not be avoided by waiver of the use and enjoyment of the common areas, 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.

Notwithstanding the foregoing, a lien for unpaid assessment 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.

2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, welfare and recreation of the residents of any and all phases of BRADEN WOODS SUBDIVISION which are subject to the terms of this or a similar Declaration and in particular for effectuating the purposes of the Association 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 areas within the Subdivision

which are of common benefit to the Owners, as well as for such other permissible activities undertaken by the Association.

3. 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.

4. 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 to be the date of commencement.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5. Assesment Apportionment. All assessments, whether annual, special or otherwise, levied by the Board of Directors shall be assessed against all Lots lying and being in BRADEN WOODS SUBDIVISION, PHASE III, and against all Lots lying and being in subsequent phases of BRADEN WOODS SUBDIVISION (provided that such subsequent phases have come under the jurisdiction of the Association by the recordation of a Declaration similar to this Declaration) equally, as required under the terms of the Association's Bylaws.

6. 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 assesment 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.

In any action, either to foreclose its lien or to recover

for said Lot Owner interest, court costs, and a reasonable attorney's fee, including any fees incurred on appeal, 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 common areas or abandonment of his Lot.

7. Subordination of Lien. Where a mortgagee of a first mortgage of record, or other foreclosure of a Lot, 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 acquirer 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 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. 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 Homeowner's Association.

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

oting representatives. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of 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 not less than seventy percent (70%) of the voting representatives who cast their vote. 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.

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. The amendment shall be effective when properly recorded in the Public Records of Manatee County, Florida.

2. Duration. The covenants, conditions, easements, and restrictions 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 BRADEN WOODS SUBDIVISION, PHASE III, 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 ten (10) 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 records of the Association. 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 herein shall in no way be deemed a waiver of the right to do so thereafter.

5. Construction. Whenever the context so permits, 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.

6. Severability. Invalidation of any one of these covenants, restrictions, conditions or easements by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

7. 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 heirs, personal representatives, successors and 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.

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

9. Royal Trust Bank of Florida, N.A., being the owner and holder of certain instruments of security encumbering Lots lying in BRADEN WOODS SUBDIVISION, PHASE III, and which Lots are owned by the Developer, join in the execution of this First Amendment for the purpose of consenting to the terms and conditions set forth herein and to subordinate the liens created by such instruments of security to such terms and conditions.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, and ROYAL TRUST BANK of FLORIDA, N.A. have caused this Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, to be executed the day and year first above written.



Signed, sealed and delivered in the presence of:

MANATEE JOINT VENTURE, a Florida joint venture

(Corporate Seal)

By: FLORIDA FIRST SERVICE CORPORATION

ATTEST: \_\_\_\_\_ Secretary

By: [Signature]  
LESTER C. SCHIERECK, Sr. V. P.

(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC

ATTEST: [Signature]  
Secretary

By: [Signature]  
STEPHEN R. JONSSON, Sr. V. P.

(Corporate Seal)

By: PURSLEY, INC.

ATTEST: [Signature]  
Secretary

By: [Signature]  
LARRY J. D'URSO, JR., Pres.

(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

ATTEST: [Signature]  
Secretary

By: [Signature]  
LARRY J. D'URSO, JR., Pres.

(Corporate Seal)

ROYAL TRUST BANK OF FLORIDA, N.A.

ATTEST: [Signature]  
Secretary

By: [Signature]  
VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared L.C. Schiereck and \_\_\_\_\_, being the Senior Vice President and \_\_\_\_\_ respectively, of FLORIDA FIRST SERVICE CORPORATION, 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 7th day of October, 1983.

My Commission Expires: \_\_\_\_\_  
Notary Public  
State of Florida at Large

Notary Public, State of Florida at Large  
My Commission Expires 12/31/87

STATE OF FLORIDA

COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen R. Johnson and James M. Day, well known to me to be the President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICE, INC. and they 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 12<sup>th</sup> day of October, 1983.

Raymond L. Savage  
NOTARY PUBLIC (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Tommy O. D'Amico, Jr. and Bob E. Smith, well known to be the Sr. Vice President and Secretary, respectively, of PURSLEY, INC., and they 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 11<sup>th</sup> day of October, 1983.

Raymond L. Savage  
NOTARY PUBLIC (Seal)

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Harry J. D'Amico, Jr. and Arthur P. Garcia, well known to be the President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., and they 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 11<sup>th</sup> day of October, 1983.

Raymond L. Savage  
NOTARY PUBLIC (Seal)

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared GLENN E. UNDERWOOD and JERYL L CARTER, the Vice President and Vice President, respectively, of ROYAL TRUST BANK OF FLORIDA, N.A., formerly CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, and acknowledged before me that they executed the foregoing Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions, Phase I; 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 6th day of October, 1983.

*Shirley E. Doren*  
\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My commission expires May 23, 1984

(51)

THIS INSTRUMENT PREPARED BY:  
JOHN MASTRY, ESQUIRE  
Greene, Mann, Howe, Stanton,  
Mastery & Burson  
2100 Bayshore Boulevard, West  
Suite 50  
Bradenton, Florida 33505

FILED AT  
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GREENE, MANN, ROWE, STANTON, MASTRY &  
 BURTON 920 Manatee Ave., W., Suite 50  
 Bradenton, Florida 33505

FIRST AMENDMENT TO  
 COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
 OF BRADEN WOODS SUBDIVISION, PHASE III

934300

THIS FIRST AMENDMENT is made this 28th day of December, 1983, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

Recitals:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1061, commencing at page 2104 of the Public Records of Manatee County, Florida, and

WHEREAS, Developer owns all lots lying and being in Braden Woods Subdivision, Phase III, a subdivision as per plat thereof recorded in Plat Book 21, pages 129 through 134, inclusive, of the Public Records of Manatee County, Florida, and is still a Class B member of the Braden Woods Homeowners' Association, Inc., a Florida corporation not for profit, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class B member of said Homeowners' Association, and

WHEREAS, Developer desires to amend the Declaration for the purpose of creating an additional ten foot (10') surface drainage easement over certain lots lying in Braden Woods Subdivision, Phase III;

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III, which such Declaration is recorded in Official Records Book 1061, commencing at page 2104 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 22 (Utility and Drainage Easements) of Article III is hereby deleted in its entirety and the following new subparagraph 22 of Article III is substituted in its place and stead:

"22. Utility and Drainage Easements.

A. Easements for the installation and maintenance

of utilities and drainage facilities are shown on the recorded plat. No structures, plantings or other materials shall be placed or permitted to remain within these easement areas which may change 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. These easement areas of each Lot and all improvements in it, shall be maintained continuously by the Owner of the Lot on which they are located, except for those improvements which a public authority or utility company is responsible.

\*B. In addition to the easements for the installation and maintenance of drainage facilities shown on the recorded plat of Braden Woods Subdivision, Phase III, Developer hereby expressly reserves an additional ten (10) foot wide surface drainage easement running parallel and five (5) feet from the rear lot line of all Lots in Braden Woods Subdivision, Phase III, which easement shall be for the purpose of constructing and maintaining surface drainage facilities. It is intended that such additional ten (10) foot wide surface drainage easement herein created and the five (5) foot utility and drainage easement presently shown on the recorded plat shall be contiguous to one another and shall encumber the rear fifteen (15) feet of all lots in the Subdivision. The provisions set forth in paragraph 22.A., above, regarding the interference and maintenance of the easements, shall apply to the additional ten (10) foot surface drainage easement herein created."

2. In all other respects, the terms and provisions of the said Declaration, shall remain the same.

3. BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., joins in the execution hereof to evidence its consent to the terms hereof.

4. Royal Trust Bank of Florida, N.A., formerly known as Century First National Bank of Pinellas County, being the owner and holder of certain instruments of security encumbering Lots lying in

Braden Woods Subdivision, Phase III, and which Lots are owned by the Developer, join in the execution of this First Amendment for the purpose of consenting to the terms and conditions set forth herein and to subordinate the liens created by such instruments of security to such terms and conditions.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC. and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida joint venture, ROYAL TRUST BANK OF FLORIDA, N.A. and BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., have caused this First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III, to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

MANATEE JOINT VENTURE, a Florida joint venture

(CORPORATE SEAL)

\_\_\_\_\_

(Witnesses)

By: FLORIDA FIRST SERVICE CORPORATION

By: [Signature]  
Its [Title] President

(CORPORATE SEAL)

\_\_\_\_\_

(Witnesses)

By: FIRST ENVIRONMENTAL SERVICES, INC

By: [Signature]  
Its [Title] President

(CORPORATE SEAL)

\_\_\_\_\_

(Witnesses)

By: PURSLEY, INC.

By: [Signature]  
Its [Title] President

(CORPORATE SEAL)

BRADEN WOODS HOMEOWNERS' ASSOCIATION  
INC.

[Signature]

By: [Signature]  
Its President

(Witnesses)

(CORPORATE SEAL)

ROYAL TRUST BANK OF FLORIDA, N.A.,  
formerly, CENTURY FIRST NATIONAL BANK  
OF PINELLAS COUNTY

[Signature]

By: [Signature]  
Its Vice President

(Witnesses)

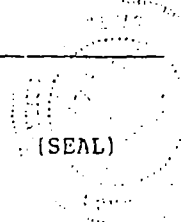
STATE OF FLORIDA  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared [Signature], the Secretary of FLORIDA FIRST SERVICE CORPORATION, and acknowledged before me that he executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officer he is 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 10th day of January, 1984.

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires Aug. 24, 1987  
BONDED THRU AGENTS NOTARY BROKERAGE



STATE OF FLORIDA  
COUNTY OF Pinellas

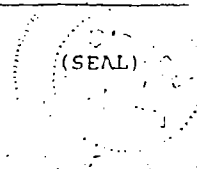
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared [Signature], the Sr. Vice Pres of FIRST ENVIRONMENTAL SERVICES, INC., and acknowledged before me that he executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officer he is 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 10th day of January, 1984.

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires JULY 12, 1987



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

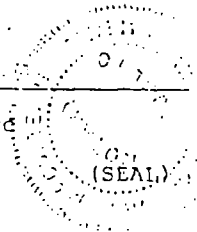
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of PURSLEY, INC., and acknowledged before me that he executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officer he is 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 \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

Notary Public  
State of Florida at Large

My Commission Expires:

My Commission Expires: JAN 17, 1987



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC. and acknowledged before me that he executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III, that as such officer he is 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 \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

Notary Public  
State of Florida at Large

My Commission Expires:

My Commission Expires: JAN 17, 1987

JAN 3 4 33 PM '87  
FILED AND RECORDED  
IN THE PUBLIC RECORDS  
OF PINELLAS COUNTY  
AT CLEARWATER, FLORIDA  
BY \_\_\_\_\_  
(SEAL)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

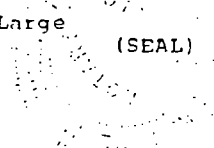
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of ROYAL TRUST BANK OF FLORIDA, N.A., formerly known as CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, and acknowledged before me that he executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officer he is 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 \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

Notary Public  
State of Florida at Large

My Commission Expires:

My Commission Expires: JAN 17, 1987





FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE III

THIS FIRST AMENDMENT is made this 26 day of July, 1985, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1061, commencing at page 2104 of the Public Records of Manatee County, Florida, and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE III, a subdivision as per plat thereof recorded in Plat Book 21, pages 129 through 134, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" member of the Braden Woods Homeowners Association, Inc., a Florida corporation not for profit, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" member of said Homeowners Association, and

WHEREAS, the Developer desires to revise the common design standards for signs permitted to be displayed in the Subdivision so as to maintain and protect the integrity and quality of the Subdivision;

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, which Declaration is recorded in Official Records Book 1061, commencing at page 2104 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 7 of Article III is hereby deleted in its entirety and the following new Subparagraph 7 of Article III is substituted in its place:

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 signposts 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 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.

2. In all other respects, the terms and provisions of said Declaration shall remain the same and unchanged.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., n/k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this First Amendment to Declaration of Covenants, Conditions, Easements, and

Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

FLORIDA FIRST SERVICE CORPORATION

ATTEST:

By: *Alan W. Kimbro*  
ALAN W. KIMBRO,  
Senior Vice President

*Robert E. ...*  
Secretary

(Corporate Seal)

ATTEST:

FLORIDA ENVIRONMENTAL SERVICES, INC. n/k/a CROSSLAND DEVELOPMENT CORPORATION

By: *Stephen R. Jonsson*  
STEPHEN R. JONSSON,  
Senior Vice President

*Robert E. ...*  
Secretary

(Corporate Seal)

ATTEST:

PURSLEY, INC.

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

*Robert E. ...*  
Secretary

(Corporate Seal)

ATTEST:

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

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

*Robert E. ...*  
Secretary

(Corporate 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 ALAN W. KIMBRO and Robert E. ..., the Senior Vice President and Robert E. ..., respectively, of FLORIDA FIRST SERVICE 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 III; 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.

[Signature]  
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 SHELIA 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 III; 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.

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 13, 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 Marlene Ann 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 III; 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 31 day of July, 1985.

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 7, 1987  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF Miami

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and Marion Y. Kaewa-Burke, the President and Secretary, respectively, of BRADEN WOODS 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 III; 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.

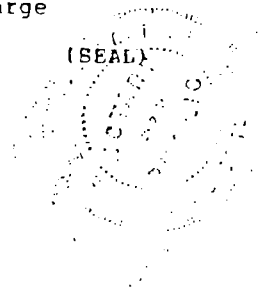
WITNESS my hand and official seal in the County and State aforesaid, this 26 day of July, 1985.

James D. Stecker  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
EXPIRES FEB 2, 1999

Braden Woods#2/B



046340  
FILED AND RECORDED  
MAR 22 2 42 PM '85  
HARRIS COUNTY, FLA.

63981

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
BRADEN WOODS SUBDIVISION, PHASE III

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III, made this 9th day of January, 1986, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1061, commencing at Page 2104, of the Public Records of Manatee County, Florida, together with the First Amendment thereto recorded in Official Records Book 1126, at Page 804, Public Records of Manatee County, Florida; and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE III, a subdivision, as per plat thereof recorded in Plat Book 21, Pages 129 through 134, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" Member of the Braden Woods Homeowners' Association, Inc., a Florida corporation not for profit; and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" Member of said Homeowners' Association; and

WHEREAS, the Developer desires to revise the Declaration to provide for maintenance of the road shoulders, medians and entrances into the Braden Woods Development; and

WHEREAS, the Developer further desires to revise the Declaration to provide for maintenance of the drainage ponds, drainage easements and drainage system which serve the Braden Woods Development as a whole; and

WHEREAS, the Developer further desires to amend the Declaration to provide it the right to enforce the provisions of the Declaration relative to such maintenance and the duties and obligations of the Architectural Control Committee and the Association,

NOW THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, which Declaration is recorded in Official Records Book 1061, commencing at Page 2104, of the Public Records of Manatee County, Florida, in the following manner:

A. New Article VII is hereby added in its entirety to the Declaration.

## ARTICLE VII

Maintenance of Road Shoulders, Medians  
and Entrances to the Subdivision

1. It shall be the responsibility of the Lot Owners to maintain the road shoulders immediately adjacent to their respective Lots, provided, however, the Association shall have the right to maintain such road shoulders in the event a Lot Owner fails to do so. In such event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the road shoulders on the Owner's Lot.

2. It shall be the responsibility of the Association to maintain the entrances to the Braden Woods Development which are subject to the provisions of this Declaration, as duly amended from time to time, and the costs of such maintenance shall be included in the annual assessments provided for in this Declaration.

3. Further, the Association shall maintain any and all medians in the roads which are or shall become a part of the Braden Woods Development and are subject to the terms and conditions of this Declaration as duly amended from time to time.

4. As used in this Article VII, "maintenance" shall mean the exercise of reasonable care to keep the landscaping and other related improvements and fixtures within the areas described above in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth, in addition to mowing said areas and generally keeping them free of debris and trash.

5. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lawn maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners.

6. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the

maintenance which has not been performed, and shall have the right to reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance.

B. Article III, Paragraph 23, entitled Architectural Control, is hereby amended to include the following new Paragraph 23D:

D. Enforcement by Developer. The Developer hereby reserves the right but not the obligation, notwithstanding any provision of this Declaration to the contrary, to, in its sole and absolute discretion, enforce the terms and conditions of this Article III, Paragraph 23 in the event the Architectural Committee fails to act. Such right shall terminate only upon written notice to the Association.

C. The first paragraph of Article IV is hereby amended in its entirety to read as follows:

The Developer has caused BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, to be incorporated pursuant to the Florida Statutes. In the event the Association shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth in its Articles of Incorporation and Bylaws or this Declaration, and all matters in connection therewith, then the Association shall revert to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of the Association as provided in the Articles of Incorporation and the Bylaws. In the event the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the Articles of Incorporation and the Bylaws, any lot owner or the Developer may apply to the circuit court within whose jurisdiction the subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the lot owner shall mail to the Association and post in a conspicuous place within the subdivision a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the lot owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

D. New Article VIII is hereby added in its entirety to the Declaration.

#### ARTICLE VIII

##### Maintenance of Drainage Ponds, Drainage Easements and Drainage Facilities

1. It shall be the responsibility of the Lot Owners to maintain the portions of the drainage ponds, drainage easements and drainage facilities located upon their respective Lots, provided, however, the Association shall have the right to maintain such drainage ponds, drainage easements and drainage facilities in the event a Lot Owner fails to do so. In



such event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the drainage ponds, drainage easements and drainage facilities located upon the Owner's Lot.

2. As used in this Article VIII, "maintenance" shall mean the exercise of reasonable care to keep the drainage ponds, drainage easements and drainage facilities described above in a condition comparable to their original condition, normal wear and tear excepted, and to ensure that the direction or flow of water into or through the drainage ponds, drainage easements or drainage facilities is not obstructed or retarded.

3. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lake maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners upon whose Lots the maintenance of such drainage ponds, drainage easements and drainage facilities is performed by the Association or a management or lake maintenance contractor hired by the Association to perform such maintenance.

4. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VIII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the maintenance which has not been performed, and shall have the right to reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance. Further, the Developer hereby reserves the right but not the obligation to make such changes or improvements to the drainage ponds, drainage easements or drainage facilities as shall be necessary to provide adequate drainage for the Braden Woods Development as required by any governmental or quasi-governmental agency having jurisdiction thereof, and any entry by the Developer or its employees, contractors or agents upon any lot or any portion of the Subdivisions for such purposes shall not be deemed to be a trespass.

In all other respects, the terms and provisions of said Declaration, as amended, shall remain the same and unchanged, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., n/k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

By: FLORIDA FIRST SERVICE CORPORATION

ATTEST:

By:

Robert E. Brown  
Asst. Secretary

Donald R. Feaster  
DONALD R. FEASTER  
Senior Vice President

(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION

ATTEST:

By:

Robert Heffner  
Secretary

Robert Heffner  
ROBERT HEFFNER,  
Assistant Vice President

(Corporate Seal)

By: PURSLEY, INC.

ATTEST:

By:

Darlene C. Spore-Burgess  
Asst. Secretary

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

(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

ATTEST:

By:

Darlene C. Spore-Burgess  
Secretary

Steven R. Mazzei  
STEVEN R. MAZZEI,  
President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF Pinellas )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared DONALD R. FEASTER and Robert E. Brown, as Senior Vice President and Asst. Secretary, respectively, of

FLORIDA FIRST SERVICE CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 6th day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA )  
                          )  
COUNTY OF HANATEE )

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared ROBERT HEFFNER and Shelia C. Smith, as Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 8th day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA )  
                          )  
COUNTY OF Hanatee )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared LARRY J. D'URSO, JR. and Darlene Howard-Bussler, as Senior Vice President and Asst. Secretary, respectively, of PURSLEY, INC., a Florida corporation, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 9 day of January, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

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

STATE OF FLORIDA )  
 )  
COUNTY OF Manatee )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared STEVEN R. MAZZEI and Darlene Kasied-Quig, as President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase III; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 9 day of January, 1986.

Dennis D. Steckler  
NOTARY PUBLIC

My Commission Expires:

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

FILED AND RECORDED  
RE. SHORE CLERK  
MANATEE CNTY, FLA.  
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DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
BRADEN WOODS SUBDIVISION, PHASE IV

THIS DECLARATION IS MADE this 6<sup>th</sup> day of June, 1984, 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 IV, a subdivision as per plat thereof recorded in Plat Book 21, Pages 159 through 164, inclusive, of the Public Records of Manatee County, Florida.

Recitals

WHEREAS, Developer has heretofore developed those certain single family residential subdivisions known as "BRADEN WOODS SUBDIVISION, PHASE I, as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, BRADEN WOODS SUBDIVISION, PHASE II, as per plat thereof recorded in Plat Book 21, pages 59 through 65, inclusive, BRADEN WOODS SUBDISIVION, PHASE III, as per plat thereof recorded in Plat Book 21, pages 129 through 134, inclusive, all of the Public Records of Manatee County, Florida, and

WHEREAS Developer has heretofore recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, in Office Record Book 1009, commencing at Page 3628, which has been amended of record, that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE II, in Official Record Book 1024, commencing at Page 1661, which has been amended of record, and that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE III, in Official Records Book 1061, commencing at page 2104, which has been amended of record, all of the Public Records of Manatee County, Florida, wherein all Lots lying and being in all of said subdivisions were subjected to the terms, conditions and provisions contained in said Declarations, which Declarations are identical in content, and

WHEREAS, Developer has caused Braden Woods Homeowners' Association, Inc., a Florida corporation not-for-profit, to be organized under the laws of the State of Florida, the members of which association are all of the owners of Lots lying and being in Braden Woods Subdivision, Phase I, and certain subsequent phases thereto, including BRADEN WOODS SUBDIVISION, PHASE II, BRADEN WOODS SUBDIVISION, PHASE III, and BRADEN WOODS SUBDIVISION, PHASE IV, and

WHEREAS, Developer has now completed BRADEN WOODS SUBDIVISION, PHASE IV, the plat of which Subdivision is recorded in Plat Book 21, Pages 159 through 164, inclusive, of the Public Records of Manatee County, Florida, and desires to subject all of the Lots located in said Subdivision of BRADEN WOODS SUBDIVISION, PHASE IV, with all of the same covenants, conditions, easements and restrictions which are contained in the declarations encumbering BRADEN WOODS SUBDIVISION, PHASE I, BRADEN WOODS SUBDIVISION, PHASE II and BRADEN WOODS SUBDIVISION, PHASE III and, further, desires that all of the Lots lying and being in BRADEN WOODS SUBDIVISION, PHASE IV, shall be within the jurisdiction of Braden Woods Homeowners' Association, Inc., and that all owners of the Lots lying and being in said Subdivision shall also be members of said association, and

WHEREAS, this is one of the Declarations of Covenants, Conditions, Easements and Restrictions to which the Articles of Incorporation and the Bylaws of Braden Woods Homeowners' Association, Inc., a Florida corporation not-for-profit, makes reference.

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

(b) "Association Area" shall mean and refer to all phases of BRADEN WOODS SUBDIVISION which have come under the jurisdiction of the Association by the recording of this Declaration of Covenants, Conditions, Easements and Restrictions or one similar to this Declaration pertaining to prior or subsequent phases thereof.

(c) "Braden Woods Subdivision, Phase IV" shall mean and refer to the single family residential subdivision recorded in Plat Book 21, Page 159 through 164, 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 IV.

(f) "Lot 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 Joint Venture.

(h) "Subdivision" shall mean and refer to BRADEN WOODS SUBDIVISION, PHASE IV, as per plat thereof recorded in Plat Book 21, Pages 159 through 164, 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 IV.

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 Braden Woods Subdivision, Phase IV, a Subdivision as per plat thereof recorded in Plat Book 21, Pages 159 through 164 inclusive, of the Public Records of Manatee County, Florida.

1. Residential Lots. All Lots shall be known and described as residential Lots and shall be used solely for single family residential purposes.

2. Compliance with Applicable Governmental Regulations. All construction in the Subdivision shall be in compliance with all applicable state and local governmental regulations, including building codes, zoning regulations and setback requirements.

3. Minimum Floor Space. No dwelling which has a livable floor space of less than 1600 square feet, exclusive of open porches, terraces and garages, shall be constructed upon any Lot in the Subdivision.

4. Recreational Vehicles. No boat or travel trailer shall be allowed on any Lot unless it is appropriately garaged or hidden or screened from the street and the neighboring Lots. No travel-trailers, boats, tents or other temporary structure shall be used as a residence at any time.

5. Mobile Homes. No trailer, mobile home (single or double wide), outbuilding or similar structure shall be placed on any Lot any any time, either temporary or permanently, except as provided under the provisions of Paragraph 14 (Temporary Structures) below.

6. Motorcycles. No motorcycles, motorbikes, minibikes, trail bikes or other similar motor driven bikes shall be operated upon any Lot or parcel of land in the Subdivision in any manner so as to disturb or annoy the owner of any other Lot in the Subdivision. Trails or tracks for such power driven bikes are specifically prohibited from all Lots or parcels within the Subdivision.

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

(a) A Lot Owner may display, or cause to be displayed, one (1) "FOR SALE" sign on his Lot, the dimensions of which sign shall be three (3) feet in width and one and one-half (1½) feet in height. The color of the sign (including the face and lettering) shall be the colors designated by the Developer from time to time for so long as the Developer is a Class B member of the Association. Subsequent thereto, the Architectural Committee shall determine the colors. The copy of such sign shall be limited to "FOR SALE" and a telephone number. Such sign shall be hung from a wooden (4"x4") post, the height of which post shall not exceed six (6) feet above ground level.

(b) A trailer sign may be hung from the principal sign described in subparagraph 7 (a), above, which trailer sign shall not exceed three (3) feet in width and one-half ( $\frac{1}{2}$ ) foot in height and shall conform to the same color requirements of said principal sign. The copy on the trailer sign shall be limited to identifying the Lot Owner's selling agent, its address and telephone number.

(c) Until notice to the contrary is given by the Developer, Developer agrees to supply and install the principal sign and the wooden post described in subparagraph 7 (a), above, for use on a Lot within the Subdivision upon the Lot Owner of such Lot making written request therefor and making a \$75.00 refundable deposit to the Developer. Such deposit shall be refunded, without interest, to such Lot Owner upon the return of the sign and post to the Developer in good and re-usable condition, normal wear and tear excepted. Developer will not provide trailer signs as described in subparagraph 7 (b), above,

(d) No other signs whatsoever, including but not limited to independent real estate agent's signs, signs advertising properties for rent or for garage sales, shall be permitted to be displayed on any Lot or on any improvement in the Subdivision.

(e) The Developer and/or its sale's agent is excluded from complying with the provisions of this paragraph 7, and may place signs throughout the Subdivision on Lots which it owns in such manner as, in its sole discretion, it deems proper.

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

(i) 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 its 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 as the location as directed by the Developer to insure uniformity throughout. Such mailbox and post will be provided by the Developer upon receiving written notice from a Lot Owner that the house and improvements to be constructed on his Lot are substantially completed.



(ii) Maintenance of the mailbox and post shall be provided by the Braden Woods Homeowner's Association to insure the continued acceptable appearance of the Subdivision.

9. Swimming Pools. No swimming pools, spas or any other like amenities or improvements shall be constructed on any Lot in the Subdivision, except as herein provided:

(i) All swimming pools, spas, and other like amenities or improvements 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, spas or other similar amenities or improvements on any Lot in the Subdivision.

(ii) 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 may it allow the construction of an above-ground swimming pool, spa or other like amenity or improvement.

10. Clotheslines. Outside clotheslines may be installed on a Lot provided that it is installed in such a manner that it is, to the extent possible, hidden from public view.

11. 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.

12. Animals. No livestock or poultry of any kind may be placed, kept or maintained on any parcel or part of the Subdivision, except that 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. In addition, each Lot Owner may keep not more than one horse on their own Lot in the Subdivision.

13. Mining. No refining, quarrying, barrowing or mining operations of any kind shall be permitted on any Lot.

14. 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 main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences, or permitted to remain on the Lot after completion of construction.

15. 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.

16. No Further Subdividing. No Lot shall be subdivided, or its boundary lines changed to less than one (1) acre.

17. Time Limit on Construction. The exterior of all houses and other structures shall be completed within one (1) year after the commencement of such construction, except where such completion is made impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, natural calamities, or the impossibility of obtaining materials.

18. 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 their choosing in the Subdivision.

19. 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.

20. Preservation Areas. Portions of some Lots in the Subdivision lie within "Preservation Areas". Preservation areas are naturally wooded areas and it is intended that these areas be protected so that their natural character will not be destroyed or disturbed. To insure the continued existence of these areas, no structures shall be permitted to be built within any portion of a "Preservation Area", and there shall be no tree removal or clearing of such areas which would destroy the natural character of that area. The following portions of the below designated lots are hereby declared to be "Preservation Areas": No such "Preservation Areas" lie within Braden Woods Subdivision, Phase IV.

21. Private Pedestrian-Equestrian Easement. As shown on the plat of the Subdivision, a Private Pedestrian-Equestrian Easement runs throughout the Subdivision, which easement is for the private use and benefit of the residents of the Subdivision and any guests which accompany them, together with the residents and their accompanying guests of other Phases of Braden Woods Subdivision. The easement is to be used as a pedestrian walkway, as well as an area to walk and ride horses, it being specifically prohibited to allow any horse to gallop, gait or exceed a walking speed within such easement area.

No structure, planting or other materials shall be placed or permitted to remain within this easement area which may in any way prevent the easement from being used for its designated purpose. The portion of the easement lying on each Lot shall be maintained by the Owner of the Lot on which the easement is located. In the event that a resident fails to maintain the portion of the easement lying on their individual Lot or Lots, then the Association may enter upon that Lot Owner's Lot, perform the necessary maintenance to the easement and charge all costs for such maintenance to that particular Lot Owner. Such entry upon any Lot Owner's Lot for the purposes set forth herein shall not be considered a trespass by the Association or its agents and employees.

22. Utility and Drainage Easements.

A. Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded plat. No structures, planting or other materials

shall be placed or permitted to remain within these easement areas which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. These easement areas of each Lot and all improvements in it, shall be maintained continuously by the Owner of the Lot on which they are located, except for those improvements which a public authority or utility company is responsible.

B. In addition to the easements for the installation and maintenance of drainage facilities shown on the recorded plat of Braden Woods Subdivision, Phase IV, Developer hereby expressly reserves an additional ten (10) foot wide surface drainage easement running parallel and five (5) feet from the rear lot line of all Lots in Braden Woods Subdivision, Phase IV, which easement shall be for the purpose of constructing and maintaining surface drainage facilities. It is intended that such additional ten (10) foot wide surface drainage easement herein created and the five (5) foot utility and drainage easement presently shown on the recorded plat shall be contiguous to one another and shall encumber the rear fifteen (15) feet of all lots in the Subdivision. The provisions set forth in paragraph 22.A, above, regarding the interference and maintenance of the easements, shall apply to the additional ten (10) foot surface drainage easement herein created.

### 23. 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 appointed by the Developer to review all plans and specifications prior to commencement of construction on 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 BRADEN WOODS HOMEOWNERS' ASSOCIATION. At such time as the Developer no longer is 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. Powers of Architectural Committee.  
The Architectural Committee is hereby given and granted the exclusive power and discretion to control and approve all building, 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 or 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.

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. 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 of 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 violation of this covenant and may be required to be restored to the original condition at 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.

All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any house can be occupied, it must be completely finished and a Certificate of Completion must be issued by the Committee.

24. Front Yard Building Setback. There shall be a minimum front yard building setback of 50 feet, provided, however, in no case shall the front yard building setback be less than the required by the Manatee County Zoning Code.

25. 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

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

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;

(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 appearances of the Association Area;

(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 within the Subdivision which are not deemed properly maintained by the individual Lot Owners.

Each Lot Owner of any Lot lying within BRADEN WOODS SUBDIVISION, PHASE IV, together with owners of Lots in other phases of Braden Woods Subdivision which are subject to the provisions of the Declaration of Covenants, Conditions, Easements and Restrictions referred to in the Recitals here; (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.

ARTICLE V

Covenants for Assessments

1. Creation of Lien and Personal Obligation of Assessments. Each owner of any Lot lying with BRADEN WOODS SUBDIVISION, PHASE IV, (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 the 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 land and shall be a continuing lien upon the property against which each such assessment is made. The liability for assessments may not be avoided by waiver of the use and enjoyment of the common areas, 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.

Notwithstanding the foregoing, a lien for unpaid assessment 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.

2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, welfare and recreation of the residents of any and all phases of BRADEN WOODS SUBDIVISION which are subject to the terms of this or a similar Declaration and in particular for effectuating the purposes of the Association 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 areas within the Subdivision which are of common benefit to the owners, as well as for such other permissible activities undertaken by the Association.

3. 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.

4. 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 to be the date of commencement.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5. Assessment Apportionment. All assessments, whether annual, special or otherwise, levied by the Board of Directors shall be assessed against all Lots lying and being in BRADEN WOODS SUBDIVISION, PHASE IV, and against all Lots lying and being in subsequent phases of BRADEN WOODS SUBDIVISION (provided that such subsequent phases have come under the jurisdiction of the Association by the recordation of a Declaration similar to this Declaration) equally, as required under the terms of the Association's Bylaws.

6. 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.

In any action, either to foreclose its lien or to recover from said Lot Owner interest, court costs, and a reasonable attorney's fee, including any fees incurred on appeal, 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 common areas or abandonment of his Lot.

7. Subordination of Lien. Where a mortgagee of a first mortgage of record, or other foreclosure of a Lot, 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 acquirer 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 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. 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 Homeowner's Association.

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. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of 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 not less than seventy percent (70%) of the voting representatives who cast their vote. Directors and members not present at the meeting con-

sidering the amendment may express their approval, in writing, given before such meeting to an officer of the Association.

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. The amendment shall be effective when properly recorded in the Public Records of Manatee County, Florida.

2. Duration. The covenants, conditions, easements, and restrictions 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 Braden Woods Subdivision, Phase IV, 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 ten (10) 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 records of the Association. 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 herein shall in no way be deemed a waiver of the right to do so thereafter.

5. Construction. Whenever the context so permits, 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.

6. Severability. Invalidation of any one of these covenants, restrictions, conditions or easements by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

7. 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 heirs, personal representatives, successors and 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.

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



9. Florida National Bank, being the owner and holder of certain instruments of security encumbering Lots lying in Braden Woods Subdivision, Phase IV, and which Lots are owned by the Developer, joins in the execution of this Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV, for the purpose of consenting to the terms and conditions set forth herein and to subordinate the liens created by such instruments of security to the terms and conditions herein set forth.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., and PURSLEY, INC., doing business as MANETEE JOINT VENTURE, a Florida general partnership, FLORIDA NATIONAL BANK and BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, have caused this Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV, to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

MANETEE JOINT VENTURE, a Florida general partnership

(Corporate Seal)

By: FLORIDA FIRST SERVICE CORPORATION

ATTEST: Karen J. Klaus  
Secretary

By: [Signature]  
ALAN W. KIMBRO  
Senior Vice President

[Signature]

[Signature]  
As to Florida First Service

(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC.

ATTEST: [Signature]  
Secretary

By: [Signature]  
STEPHEN R. JONSSON,  
Senior Vice President

[Signature]

[Signature]  
As to First Environmental Services, Inc.

(Corporate Seal)

By: PURSELY, INC.

ATTEST: [Signature]  
Secretary

By: [Signature]  
LARRY J. D'URSO, JR.,  
Senior Vice President

[Signature]

[Signature]  
As to Pursely, Inc.

(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

ATTEST: Barbara P. Koores  
Secretary

By: Larry J. D'Urso, Jr.  
President

John A. Schup  
Debra A. Klemmel  
As Braden Woods Homeowners' Association

(Corporate Seal)

FLORIDA NATIONAL BANK

ATTEST: Robert W. Miller  
Real Estate Loan Officer

By: Robert W. Miller  
ROBERT W. MILLER  
Vice President

Robert W. Miller  
As Florida National Bank

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ALAN W. KIMBRO and Alan J. Klaus, being the Senior Vice President and West Secy, respectively, of FLORIDA FIRST SERVICE CORPORATION, and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restriction; 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 1st day of June, 1984.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 21, 1987

Deane E. Richardson  
Notary Public  
State of Florida at Large



STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared STEPHEN R. JONSSON and Shelia Smith, being the Senior Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICE, INC., and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restriction; 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 30 day of May, 1984.

Jamala Holland  
Notary Public  
State of Florida at Large

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 4, 1987.

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and N/A, being the Senior Vice President and \_\_\_\_\_, respectively, of PURSLEY, INC., and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restriction; 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 6th day of June, 1984.

Darlene P. Kasica - Burgin  
Notary Public  
State of Florida at Large

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Mar. 9, 1988  
Bonded By SAICO Insurance Company of America

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and DARLENE P. KASICA, being the President and Secretary respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restriction; 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 6th day of June, 1984.

Riv Marie Eshen  
Notary Public  
State of Florida at Large


My Commission Expires:

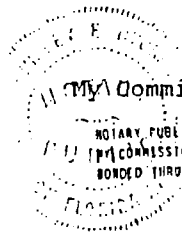
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 9, 1987  
BONDED THRU GEN. INSURANCE UND

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ROBERT W. MILLER and P. G. HARRIS, being the Vice President and Real Estate Loan Officer, respectively, of FLORIDA NATIONAL BANK and acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions, Easements and Restrictions, of Braden Woods Subdivision, Phase IV, 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 1st day of June, 1984.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large



My Commission Expires:

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE CITY, FLA  
JUN 8 2 09 PM '84

962278

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE IV

THIS FIRST AMENDMENT is made this 26 day of July, 1985, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE IV, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1082, commencing at page 646 of the Public Records of Manatee County, Florida, and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE IV, a subdivision as per plat thereof recorded in Plat Book 21, pages 159 through 164, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" member of the Braden Woods Homeowners Association, Inc., a Florida corporation not for profit, and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" member of said Homeowners Association, and

WHEREAS, the Developer desires to revise the common design standards for signs permitted to be displayed in the Subdivision so as to maintain and protect the integrity and quality of the Subdivision;

NOW, THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE IV, which Declaration is recorded in Official Records Book 1082, commencing at page 646 of the Public Records of Manatee County, Florida, in the following manner:

1. Subparagraph 7 of Article III is hereby deleted in its entirety and the following new Subparagraph 7 of Article III is substituted in its place:

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 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 signposts 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 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.

2. In all other respects, the terms and provisions of said Declaration shall remain the same and unchanged.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., n/k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this First Amendment to Declaration of Covenants, Conditions, Easements, and

Re: Actions of BRADEN WOODS SUBDIVISION, PHASE IV, to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

FLORIDA FIRST SERVICE CORPORATION

ATTEST:

By: Alan W. Kimbro  
ALAN W. KIMBRO,  
Senior Vice President

Robert E. Arnow, Jr.  
Secretary  
(Corporate Seal)

ATTEST:

FLORIDA ENVIRONMENTAL SERVICES, INC. n/k/a CROSSLAND DEVELOPMENT CORPORATION

By: Stephen R. Jonsson  
STEPHEN R. JONSSON,  
Senior Vice President

Stephen R. Jonsson  
Secretary  
(Corporate Seal)

ATTEST:

PURSLEY, INC.

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

Dorlene Garcia-Burgess  
Assistant Secretary  
(Corporate Seal)

ATTEST:

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

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

Dorlene Garcia-Burgess  
Secretary  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Manatee

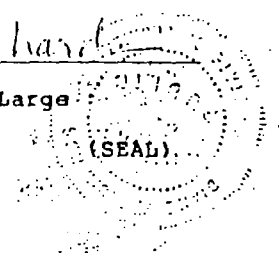
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ALAN W. KIMBRO and Robert E. Arnow, Jr., the Senior Vice President and Secretary, respectively, of FLORIDA FIRST SERVICE CORPORATION, one of the general partners

OF MANATEE JOINT VENTURE, and acknowledged before me that they executed the foregoing First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE IV; 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 23 day of June, 1985.

Deane E. Richards  
Notary Public  
State of Florida at Large

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



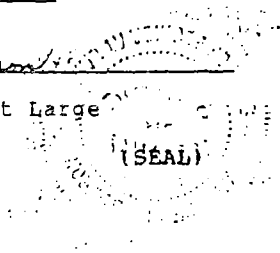
STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared STEPHEN R. JONSSON and SHELIA 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 IV; 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.

Audene J. Boushon  
Notary Public  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires Aug. 24, 1986



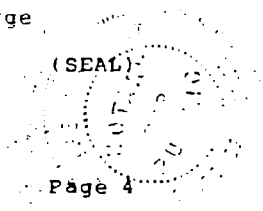
STATE OF FLORIDA  
COUNTY OF Manatee

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 Kaye 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 IV; 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 30 day of July, 1985.

Annice D. Stackton  
Notary Public  
State of Florida at Large

My Commission Expires:



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

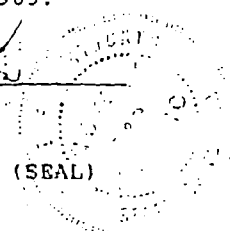


STATE OF FLORIDA  
COUNTY OF Miami

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LARRY J. D'URSO, JR. and Marie Pava - Gerszew, the President and Secretary, respectively, of BRADEN WOODS 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 IV; 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 36 day of July, 1985.

Denise D. Tackett  
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/C

FILED AND RECORDED  
BY CLERK  
MANATEE COUNTY, FLA  
OCT 22 2 22 PM '85  
048839

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
BRADEN WOODS SUBDIVISION, PHASE IV

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV, made this 9th day of January, 1986, by MANATEE JOINT VENTURE, a Florida Joint Venture (hereinafter referred to as "Developer").

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE IV, (hereinafter referred to as "Declaration") to be recorded in Official Records Book 1082, commencing at Page 646 of the Public Records of Manatee County, Florida, together with the First Amendment thereto recorded in Official Records Book 1126, at Page 799, Public Records of Manatee County, Florida; and

WHEREAS, Developer still owns lots lying and being in BRADEN WOODS SUBDIVISION, PHASE IV, a subdivision, as per plat thereof recorded in Plat Book 21, Pages 159 through 164, inclusive, of the Public Records of Manatee County, Florida, and is still a Class "B" Member of the Braden Woods Homeowners' Association, Inc., a Florida corporation not for profit; and

WHEREAS, Paragraph 1 of Article VI of said Declaration provides that the Developer reserves the right to amend said Declaration, in its sole discretion, so long as it is a Class "B" Member of said Homeowners' Association; and

WHEREAS, the Developer desires to revise the Declaration to provide for maintenance of the road shoulders, medians and entrances into the Braden Woods Development; and

WHEREAS, the Developer further desires to revise the Declaration to provide for maintenance of the drainage ponds, drainage easements and drainage system which serve the Braden Woods Development as a whole; and

WHEREAS, the Developer further desires to amend the Declaration to provide it the right to enforce the provisions of the Declaration relative to such maintenance and the duties and obligations of the Architectural Control Committee and the Association,

NOW THEREFORE, the Developer hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE IV, as amended, which Declaration is recorded in Official Records Book 1082, commencing at Page 646, of the Public Records of Manatee County, Florida, in the following manner:

A. New Article VII is hereby added in its entirety to the Declaration.

## ARTICLE VI.

Maintenance of Road Shoulders, Medians  
and Entrances to the Subdivision

1. It shall be the responsibility of the Lot Owners to maintain the road shoulders immediately adjacent to their respective Lots, provided, however, the Association shall have the right to maintain such road shoulders in the event a Lot Owner fails to do so. In such event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the road shoulders on the Owner's Lot.

2. It shall be the responsibility of the Association to maintain the entrances to the Braden Woods Development which are subject to the provisions of this Declaration, as duly amended from time to time, and the costs of such maintenance shall be included in the annual assessments provided for in this Declaration.

3. Further, the Association shall maintain any and all medians in the roads which are or shall become a part of the Braden Woods Development and are subject to the terms and conditions of this Declaration as duly amended from time to time.

4. As used in this Article VII, "maintenance" shall mean the exercise of reasonable care to keep the landscaping and other related improvements and fixtures within the areas described above in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth, in addition to mowing said areas and generally keeping them free of debris and trash.

5. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lawn maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners.

6. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, to enter upon the areas to be maintained pursuant to

**O.R. 1133 PG. 2980**

this Article for the purpose of performing the maintenance which has not been performed, and shall have the right to reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance.

B. Article III, Paragraph 23, entitled Architectural Control, is hereby amended to include the following new Paragraph 23D:

D. Enforcement by Developer. The Developer hereby reserves the right but not the obligation, notwithstanding any provision of this Declaration to the contrary, to, in its sole and absolute discretion, enforce the terms and conditions of this Article III, Paragraph 23 in the event the Architectural Committee fails to act. Such right shall terminate only upon written notice to the Association.

C. The first paragraph of Article IV is hereby amended in its entirety to read as follows:

The Developer has caused BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, to be incorporated pursuant to the Florida Statutes. In the event the Association shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth in its Articles of Incorporation and Bylaws or this Declaration, and all matters in connection therewith, then the Association shall revert to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of the Association as provided in the Articles of Incorporation and the Bylaws. In the event the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the Articles of Incorporation and the Bylaws, any lot owner or the Developer may apply to the circuit court within whose jurisdiction the subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the lot owner shall mail to the Association and post in a conspicuous place within the subdivision a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the lot owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

D. New Article VIII is hereby added in its entirety to the Declaration.

#### ARTICLE VIII

##### Maintenance of Drainage Ponds, Drainage Easements and Drainage Facilities

1. It shall be the responsibility of the Lot Owners to maintain the portions of the drainage ponds, drainage easements and drainage facilities located upon their respective Lots, provided, however, the Association shall have the right to maintain such drainage ponds, drainage easements and drainage facilities in the event a Lot Owner fails to do so. In

such event, the Association, through its Board of Directors, shall have the right to assess such Lot Owner the cost of maintaining the drainage ponds, drainage easements and drainage facilities located upon the Owner's Lot.

2. As used in this Article VIII, "maintenance" shall mean the exercise of reasonable care to keep the drainage ponds, drainage easements and drainage facilities described above in a condition comparable to their original condition, normal wear and tear excepted, and to ensure that the direction or flow of water into or through the drainage ponds, drainage easements or drainage facilities is not obstructed or retarded.

3. Notwithstanding the foregoing, the Association shall have the right to contract with a management or lake maintenance contractor to perform its duties hereunder. The cost of such contract shall be included in the annual assessment payable to the Association by the Lot Owners upon whose Lots the maintenance of such drainage ponds, drainage easements and drainage facilities is performed by the Association or a management or lake maintenance contractor hired by the Association to perform such maintenance.

4. Until such time as the Developer no longer owns a lot in the Braden Woods Development or is no longer developing any portion of the Braden Woods Development, which shall include Braden Woods Subdivision, Phase I; Braden Woods Subdivision, Phase II; Braden Woods Subdivision, Phase III; and Braden Woods Subdivision, Phase IV, whether or not such portion is or will be subject to the terms and conditions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article VIII, and may bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, Court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the maintenance which has not been performed, and shall have the right to reimbursement from the Association for any and all costs incurred by it relative to performing such maintenance. Further, the Developer hereby reserves the right but not the obligation to make such changes or improvements to the drainage ponds, drainage easements or drainage facilities as shall be necessary to provide adequate drainage for the Braden Woods Development as required by any governmental or quasi-governmental agency having jurisdiction thereof, and any entry by the Developer or its employees, contractors or agents upon any lot or any portion of the Subdivisions for such purposes shall not be deemed to be a trespass.

In all other respects, the terms and provisions of said Declaration, as amended, shall remain the same and unchanged, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, FLORIDA FIRST SERVICE CORPORATION, FIRST ENVIRONMENTAL SERVICES, INC., n/k/a CROSSLAND DEVELOPMENT CORPORATION, and PURSLEY, INC., doing business as MANATEE JOINT VENTURE, a Florida Joint Venture, have caused this Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE IV, to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

MANATEE JOINT VENTURE, a Florida Joint Venture

By: FLORIDA FIRST SERVICE CORPORATION

ATTEST:

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

Robert C. Duran  
Secretary

(Corporate Seal)

By: FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION

ATTEST:

By: Robert Heffner  
ROBERT HEFFNER,  
Assistant Vice President

Robert Heffner  
Secretary

(Corporate Seal)

By: PURSLEY, INC.

ATTEST:

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

Nathaniel Spason-Burgess  
Asst. Secretary

(Corporate Seal)

BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC.

ATTEST:

By: Steven R. Mazzei  
STEVEN R. MAZZEI,  
President

Nathaniel Spason-Burgess  
Secretary

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared DONALD R. FEASTER and Robert C. Duran, as ~~Senior~~ Vice President and Asst. Secretary, respectively, of

FLORIDA FIRST SERVICE CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 12<sup>th</sup> day of January, 1986.

Shelia C. Smith  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 2, 1988  
BOWDED THRU GENERAL REG. NO. 10

STATE OF FLORIDA )  
COUNTY OF HANATEE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared ROBERT HEFFNER and Shelia C. Smith, as Vice President and Secretary, respectively, of FIRST ENVIRONMENTAL SERVICES, INC., k/n/a CROSSLAND DEVELOPMENT CORPORATION, a Florida corporation, who acknowledged before me that they executed the foregoing Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 8th day of January, 1986.

Keith H. Strickland  
NOTARY PUBLIC

My Commission Expires:

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 Barbara Annika-Burton, as Senior Vice President and Trustee, Secretary, respectively, of PURSLEY, INC., a Florida corporation, who acknowledged before me that they executed the foregoing Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase I; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 9 day of January, 1986.

Denise D. Stecker  
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF Manatee )

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 2, 1988  
BOWDED THRU GENERAL REG. NO. 10

STATE OF FLORIDA )  
COUNTY OF Volusia )

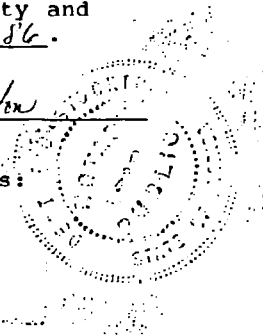
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared STEVEN R. MAZZEI and Barbara Louise Burps, as President and Secretary, respectively, of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, who acknowledged before me that they executed the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Phase IV; that as such officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 9 day of January, 1986.

Denise D. Shelton  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 2, 1988  
BONDED THRU GENERAL TRS. BND.



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Ed Miller

ARTICLES OF INCORPORATION **FILED**  
 OF  
 BRADEN WOODS HOMEOWNERS' ASSOCIATION  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA  
 JUL 17 8 51 AM '81

We, the undersigned incorporators, all residents of the State of Florida and all of full age, hereby associate ourselves together and make, subscribe, acknowledge and file with the Secretary of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

759202

## ARTICLE I

Name

The name of this corporation is BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association".

## ARTICLE II

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to promote the health, safety and general welfare of the residents within all or any portion of BRADEN WOODS SUBDIVISION, PHASE I, a proposed residential subdivision lying and being in Manatee County, Florida, as said subdivision is more particularly described in Exhibit "A" attached hereto and any additional phases of said subdivision as may be brought within the jurisdiction of the Association by the recordation in the Public Records of Manatee County, Florida of a Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter referred to as "Declaration") pertaining to any additional Phase of said subdivision. For the foregoing purposes, this Association is empowered to:

(a) Exercise all of the powers and privileges, and to perform all of the duties and obligations, of this Association as set forth in the Declaration, the terms and provisions of which are here incorporated by reference; and

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all licenses, taxes and governmental charges levied or imposed against the property of this Association; and

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association; and

(d) Borrow money, and with the assent of not less than two-thirds (2/3) of the votes of each class of members present and voting, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) Dedicate, sell or transfer all or any part of this Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided that any such dedication or transfer shall have the assent of not less than two-thirds (2/3) of the votes of each class of members present and voting; and

(f) Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members; and

(g) Annex additional real property in accordance with the provisions of the Declaration, with such annexation, extending the jurisdiction, function, duties and membership of this corporation to the real property thereby annexed.

(h) From time to time adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Association Area, as defined in the Declaration, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation; and

(i) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Florida by law may now or hereafter have or exercise; and

Notwithstanding anything in the above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1954, nor shall the Association engage in any other activity prohibited by such section.

### ARTICLE III

#### Membership

Every person or legal entity who holds legal title of record to any undivided fee simple interest in any lot being a part of BRADEN WOODS SUBDIVISION, Phase I, a proposed residential subdivision lying and being in Manatee County, Florida, and every person or legal entity who holds legal title of record to any undivided fee simple interest in any lot being a part of any additional Phase of BRADEN WOODS SUBDIVISION provided that such Phase has come under the jurisdiction of the Association by the recordation of the aforesaid "Declaration" among the Public Records of Manatee County, Florida, shall be a member of this Association. A lot owner of more than one such lot shall have one membership for each such lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the provisions of the Declaration.

ARTICLE IV  
Corporate Existence

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Corporation shall exist perpetually.

ARTICLE V  
Voting Rights

This Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Lot Owners (as defined in Article III above), with the exception of the Developer, and they shall be entitled to one vote for each lot owned. If more than one person holds an ownership interest in any one lot, the Lot Owners shall designate one of the persons holding an interest in said unit to cast the one vote. Said designation shall be submitted to the Secretary of the Association prior to the time for any meeting.

CLASS B. The Class B member shall be the Developer, and shall be entitled to four (4) votes multiplied by the number of then outstanding Class A votes. 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:

(a) When the Developer announces that it will not develop any further additional Phases in BRADEN WOODS SUBDIVISION and all lots in existing Phases have been sold and conveyed by the Developer to third parties; or

(b) When the Developer elects to transfer control of the Association, in its sole discretion; or

(c) On January 1, 1999.

The term "Developer" as used herein shall mean MANATEE JOINT VENTURE, a Florida general partnership, its nominees, successors and assigns.

ARTICLE VI  
Board of Directors

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the By-Laws of this Association but shall never be less than three (3). At all times, the members of the Board of Directors shall be divided as equally as the number of Directorships will permit into three (3) classes: Class 1, Class 2 and Class 3. The term of office for all Directors shall be three (3) years, except that the term of office of the initial Class 1 Director shall expire at the annual meeting next ensuing. The term of office of the initial Class 2 Director shall expire one (1) year thereafter, and the term of office of the initial Class 3 Director shall expire two (2) years thereafter. The names and addresses of the persons who are to act in

the capacity of Directors until their successors are elected and qualify, unless they sooner shall die, resign, or are removed, are:

<u>NAME</u>	<u>ADDRESS</u>
CLASS 1 DIRECTOR	
JAMES U. WADE	6th Floor , First City Center, 1301 6th Avenue West Bradenton, Florida 33505
CLASS 2 DIRECTOR	
LESTER C. SCHIERECK	Suite 201M, Bayfront Towers One Beach Drive South St. Petersburg, Florida 33701
CLASS 3 DIRECTOR	
LARRY J. D'URSO, JR.	6531 - 47th Street North Pinellas Park, Florida 33565

It is the intent of these Articles that, at all times hereafter, the Directors shall be classified as to term of office in the manner hereinabove provided for the initial Board, so that, as nearly as the number of directorships will permit, one-third (1/3) of the Directors of this Association shall be elected at each annual meeting of this Association. Directors shall be eligible to serve successive terms in office without limitation.

#### A R T I C L E VII

##### Officers

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create. The president and vice-president shall be members of the Board of Directors. The office of treasurer shall not be combined with any other office of this Association, except that the treasurer, or any other officer, may be a Director of this Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor shall be elected and qualify, unless he dies, resigns, or is removed, or otherwise disqualified to serve.

Section 4. Initial Officers. The names and addresses of the Officers of this Association who, subject to these Articles and the By-Laws of this Association and the laws of the State of Florida, shall hold office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the

election of officers, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
LARRY J. D'URSO, JR.	President	6531 - 47th Street North Pinellas Park, Florida 33505
ROGER TEGENKAMP	Vice-President	1st Floor, First City Center 1301 6th Avenue West Bradenton, Florida
FRANK BLANDFORD	Treasurer	Suite 201M, Bayfront Tower One Beach Drive South St. Petersburg, Fla. 33505
DARLENE KASICA	Secretary	6531 - 47th Street North Pinellas Park, Florida 33505

Section 5. Removal. Any Director may be removed from the Board for cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board, even if less than a quorum, and shall serve for the unexpired term of his predecessor, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

#### A R T I C L E VIII

##### Subscribers

The name and residence addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John Mastry	Suite 400-A, First City Center 1301 6th Avenue West Bradenton, Florida 33505
Robert W. Hendrickson, III	Suite 400-A, First City Center 1301 6th Avenue West Bradenton, Florida 33505
Marlys A. Richards	Suite 400-A, First City Center 1301 6th Avenue West Bradenton, Florida 33505

#### A R T I C L E IX

##### Dissolution

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds

(2/3) of the votes of each Class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

#### A R T I C L E X

##### Initial Registered Office and Agent

The street address of the initial registered office of the Association is: 6th Floor, First City Center, 1301 6th Avenue West, Bradenton, Florida 33505. The name of the initial registered agent of the Association is: JAMES U. WADE.

#### A R T I C L E XI

##### By-Laws

The By-Laws of this Association shall be initially adopted by the Board of Directors. Thereafter, the By-Laws shall be altered or rescinded by vote of fifty-one percent (51%) of the members, assuming a quorum of members present at any regular or special meeting of the membership duly called and convened.

#### A R T I C L E XII

##### Amendment to Articles

Any amendments of these Articles shall be proposed by any member of this Association at any regular or special meeting of the membership duly called and convened and shall require the assent of the members entitled to cast seventy-five percent (75%) of the total votes eligible to be cast at any regular or special meeting of the membership duly called and convened.

#### A R T I C L E XIII

##### Indemnity

The corporation shall indemnify any person made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, pursuant to the provisions contained in Chapter 607 or 617, Florida Statutes, or additions and amendments thereto.

ARTICLE XIV

Interpretation

Express reference is hereby made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association have executed these Articles of Incorporation this 9<sup>th</sup> day of July, 1981.

John Mistry  
JOHN MASTRY  
Robert W. Hendrickson, III  
ROBERT W. HENDRICKSON, III  
Marlys A. Richards  
MARLYS A. RICHARDS

STATE OF FLORIDA )  
COUNTY OF MANATEE )

BEFORE ME, the undersigned authority, on this 9<sup>th</sup> day of July, 1981, personally appeared JOHN MASTRY, ROBERT W. HENDRICKSON, III, and MARLYS A. RICHARDS, to me known to be the persons described in and who signed the foregoing Articles of Incorporation and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Laird O. Howard  
Notary Public

(SEAL)  
My Commission expires:

Notary Public Seal  
Laird O. Howard, Notary Public  
No. 123456789

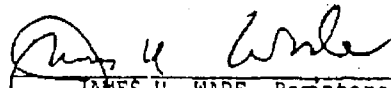
FILED  
Jul 17 8 54 AM '81

CERTIFICATE DESIGNATING PLACE OF  
BUSINESS OR DOMICILE FOR THE SERVICE OF STATE  
OF PROCESS WITHIN FLORIDA, NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

That BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the County of Manatee, State of Florida, has named JAMES U. WADE, located at Sixth Floor, First City Center, 1301 - 6th Avenue West, Bradenton, Florida, as its agent to accept service of process within Florida.

Having been named to accept service of process for the above-stated Corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

  
\_\_\_\_\_  
JAMES U. WADE, Registered Agent for  
BRADEN WOODS HOMEOWNERS'  
ASSOCIATION, INC.

Dated this 8<sup>th</sup> day of July, 1981.



## EXHIBIT "A"

## BRADEN WOODS SUBDIVISION, PHASE I:

## DESCRIPTION:

BEGIN AT THE EAST 1/4 CORNER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, ALSO BEING THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE N 89°27'40" W, ALONG THE SOUTH LINE OF THE N.E. 1/4 OF SAID SECTION 24, 1337.37 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF SAID N.E. 1/4; THENCE N 00°27'12" E, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE N.E. 1/4, AND NORTHERLY EXTENSION THEREOF, 2024.45 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°27'12" E, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE N.E. 1/4, A DISTANCE OF 1985.64 FEET; THENCE S 70°20'03" E, PARALLEL WITH THE CENTER LINE CONSTRUCTION OF STATE ROAD NO. 70 (FLORIDA D.O.T. SECTION 13075-24C2), 1320.00 FEET, TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT BEARS S 89°32'48" E, A DISTANCE OF 642.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 642.00 FEET AND A CENTRAL ANGLE OF 32°05'18", A DISTANCE OF 359.55 FEET, TO THE P.T. OF SAID CURVE; THENCE N 32°32'30" E, A DISTANCE OF 227.04 FEET TO THE P.C. OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 558.00 FEET AND A CENTRAL ANGLE OF 12°52'33", A DISTANCE OF 125.40 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 70; THENCE S 70°20'03" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 84.00 FEET TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT BEARS N 70°20'03" W, A DISTANCE OF 642.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 642.00 FEET AND A CENTRAL ANGLE OF 12°52'33", A DISTANCE OF 144.28 FEET, TO THE P.T. OF SAID CURVE; THENCE S 32°32'30" W, A DISTANCE OF 227.04 FEET TO THE P.C. OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 558.00 FEET AND A CENTRAL ANGLE OF 32°05'18", A DISTANCE OF 312.51, TO THE P.T. OF SAID CURVE; THENCE S 00°27'12" W, A DISTANCE OF 29.27 FEET; THENCE S 70°20'03" E, PARALLEL WITH SAID CENTER LINE CONSTRUCTION OF STATE ROAD NO. 70, 1141.07 FEET; THENCE S 00°27'12" W, PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE N.E. 1/4, 1050.11 FEET; THENCE S 70°27'00" W, A DISTANCE OF 336.02 FEET; THENCE S 61°12'00" W, A DISTANCE OF 159.97 FEET; THENCE S 46°20'00" W, A DISTANCE OF 167.00 FEET; THENCE S 18°00'00" W, A DISTANCE OF 290.51 FEET; THENCE S 60°10'00" W, A DISTANCE OF 360.28 FEET; THENCE S 82°50'00" W, A DISTANCE OF 94.48 FEET; THENCE N 82°20'00" W, A DISTANCE OF 97.75 FEET; THENCE N 69°30'00" W, A DISTANCE OF 104.32 FEET; THENCE N 26°20'00" W, A DISTANCE OF 104.01 FEET; THENCE S 52°50'00" W, A DISTANCE OF 323.23 FEET TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT BEARS N 52°50'00" E, A DISTANCE OF 658.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 658.00 FEET AND A CENTRAL ANGLE OF 14°51'04", A DISTANCE OF 170.56 FEET; THENCE S 73°48'33" W, A DISTANCE OF 84.43 FEET TO THE P.C. OF A CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 68°22'48" W, A DISTANCE OF 20.00 FEET; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF

(See Page 2 for continuation of legal description)

CONTINUATION OF LEGAL DESCRIPTION, BRADEN WOODS SUBDIVISION,  
PHASE I

SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF  $91^{\circ}13'43''$ , A DISTANCE OF 31.85 FEET, TO THE P.T. OF SAID CURVE, WHOSE RADIUS POINT BEARS  $S 22^{\circ}50'54'' E$ ; THENCE  $N 14^{\circ}24'25'' W$ , A DISTANCE OF 84.80 FEET TO THE P.C. OF A CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS  $S 21^{\circ}44'15'' E$ , A DISTANCE OF 642.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 642.00 FEET AND A CENTRAL ANGLE OF  $16^{\circ}58'15''$ , A DISTANCE OF 190.16 FEET; THENCE  $N 20^{\circ}10'00'' W$ , A DISTANCE OF 301.44 FEET; THENCE  $N 12^{\circ}04'00'' E$ , A DISTANCE OF 278.70 FEET; THENCE  $N 71^{\circ}00'00'' W$ , A DISTANCE OF 181.09 FEET; THENCE  $N 87^{\circ}26'43'' W$ , A DISTANCE OF 243.44 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AND SECTIONS 18 AND 19, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 108.285 ACRES, MORE OR LESS.

BYLAWS

OF

BRADEN WOODS  
HOMEOWNERS' ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT

ARTICLE I. GENERAL

The provisions of this document constitute the By-laws of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., which By-laws shall be utilized to govern the management and operation of the association.

ARTICLE II. DEFINITIONS

The terms used in these Bylaws shall be defined as follows unless the context otherwise requires:

1. "Articles" - means the Articles of Incorporation of the Association.
2. "Association" - means BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
3. "Assessment" - means a share of the funds required for the payment of the Association expenditures as provided in the Declaration of Covenants, and which is assessed against the Lot Owners from time to time.
4. "Association Documents" - means any several or all of those documents concerning the creation and operation of the Homeowners' Association, such documents being the Declaration of Covenants, the Articles and these Bylaws.
5. "Board" - means the Board of Directors or other representative body responsible for administration of the Association.
6. "Common Expenses" - means the expenses, reserves and assessments properly incurred by the Association for Association purposes.
7. "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues over the amount of Common Expenses.

8. "Declaration of Covenants" - means the Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS, Phase I, as recorded in Official Records Book 1009, commencing at Page 3628 of the Public Records of Manatee County, Florida, as amended from time to time, as well as the Declaration(s) of Covenants, Conditions, Easements and Restrictions which relate to subsequent Phases of BRADEN WOODS, as may be amended from time to time and which are recorded among the Public Records of Manatee County, Florida.

9. "Developer" - means MANATEE JOINT VENTURE, its successors and assigns.

10. "Lot" - means the residential lots designated on the Plat of BRADEN WOODS SUBDIVISION, Phase I, or any residential lot designated on the Plat of any subsequent phases of BRADEN WOODS which have been subjected to the terms and provisions of the Declaration of Covenants.

11. "Lot Owner" - means any fee simple title holder, whether one or more persons or entities, of a Lot.

12. "Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like business entity holding a mortgage on the Association Area or any portion thereof.

13. "Manatee Joint Venture" - means 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 Joint Venture.

14. "Subdivision" - means BRADEN WOODS SUBDIVISION, Phase I, as per plat thereof recorded in Plat Book 10, Pages 5 through 10, of the Public Records of Manatee County, Florida, and all other Phases of BRADEN WOODS SUBDIVISION as may be platted and recorded among the Public Records of Manatee County, Florida.

#### ARTICLE III. OFFICES AND AGENCY

1. Registered Office and Registered Agent. The registered office of the Association shall be located in the State of Florida at such place as may be fixed from time to time by the Board upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

2. Principal Office. The initial principal office of the Association shall be 6531 - 47th Street North, Pinellas Park, Florida, which principal office may be changed from time to time by the Board as provided in these Bylaws.

ARTICLE IV. MEMBERS

1. Qualifications of Members. Those individuals, corporations, partnerships, trusts or other legal entities who own a recorded vested present interest in a Unit shall be entitled to become members.

2. Manner of Admission. Each Lot Owner designated in a deed or other instrument establishing title to a Lot duly recorded in the Public Records of Manatee County, Florida shall automatically become a member upon delivery to the Association of a copy of such instrument and receipt of a written acknowledgement of said delivery signed by the President or Secretary.

3. Members' Rights. Every member shall have all the rights set forth in the Association Documents, including, but not limited to, the following:

(a) The right to receive notice of every meeting of the membership as set forth at Article VI below.

(b) The right to attend every meeting of the membership.

(c) The right to one (1) vote on each matter brought before the membership as set forth in Article V below.

(d) The right to inspect all books and records of the Association pursuant to Section 2 of Article XVIII below.

(e) The right to inspect at reasonable times, a copy of each insurance policy obtained by the Association.

4. Obligations of Members.

(a) Every member shall be subject to the obligations and duties set forth in the Association Documents as the same are now or may hereafter be constituted, including, but not limited to, the following obligations:

(1) To conform to and abide by said Association Documents:

(2) To promptly pay Assessments and/or fines levied by the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(b) In the event of violation of the provisions of this Section, the Association or any Lot Owner may bring appropriate action to enjoin such violator or to enforce the provisions of the Association Documents or sue for damages, or file a written complaint to initiate hearing procedures under the Bylaws, or seek such other legal remedy as deemed appropriate, or take all such courses of action at the same time.

5. Assessments. Membership shall be assessable pursuant to Section 7 of the Declaration of Covenants and Article XIV of these Bylaws.

6. Transferability of Membership. Membership in this Association may be transferred only as an incident to the transfer of the transferor's Lot, and such transfers shall be subject to the matters set forth in the Declaration of Covenants pertaining to the Phase in which the Lot is located. Transfers of membership shall be made only on the books of the Association, and notice of each transfer shall be given in writing as set forth in Section 2 above.

7. Restriction of Rights. A member does not have any authority to act or speak for the Association by reason of being a member.

8. Termination of Membership. Membership in the Association shall be terminated automatically when title to the Lot supporting said membership vests in another legal entity; provided, however, any party who owns more than one (1) Lot shall remain a member of the Association so long as he shall retain title to any Lot.

#### ARTICLE V. VOTING

1. Voting Rights of Members. Except as provided in Section 2 below, the record Lot Owner or all record Lot Owners collectively, if there are more than one, of each Lot shall be entitled to one vote on each matter brought before the membership of the Association, which vote shall be cast by the voting representative designated in the records of the Association. No vote may be divided, no fractional vote shall be cast.

2. Classes of Voting Membership.

(a) The Association shall initially have two (2) classes of voting membership:

Class A. Class A members shall be all Lot Owners with the exception of Developer and shall be entitled to vote as set forth in Section I above.

Class B. Class B member shall be the Developer and shall be entitled to four (4) votes multiplied by the number of then outstanding Class A votes.

(b) All classes of voting membership shall cease and all Lot Owners shall be entitled to vote as set forth in Section I above on the happening of any of the following events, whichever first occurs:

(i) When Developer announces that it will not develop further Phases of Braden Woods and all Lots in all existing Phases of Braden Woods have been sold and conveyed by Developer to third parties; or

(ii) When, in its sole discretion, Developer elects to transfer control of Association to the members.

3. Failure to Designate: If the designation of voting representative is not submitted to the Secretary of the Association at least seven (7) days prior to a membership meeting, such failure will result in depriving the Lot Owner of a vote at such meeting.

4. Right to Vote. Unless the Lot Owner(s) is in good standing, the voting representative designated for said Lot shall not be entitled to vote. Good standing shall mean not in violation of any Association Document including but not limited to, the payment of all assessments of any kind.

5. Membership List:

(a) At least fourteen (14) days before every membership meeting or, if less than fourteen (14) days notice of the meeting is given, from the date of such notice, the Secretary of the Association shall prepare a Membership List. Said Membership List shall be a complete list, arranged numerically by Lot, of every member and of every voting representative entitled to vote at such meeting or any adjournment thereof, with the address to which notice is to be sent of each. This List shall be produced and

kept at current status for said fourteen (14) days and throughout the election at the principal office of the Association; and any member or voting representative shall be entitled to inspect said List at any reasonable time. A designation may be made or changed, and disfranchise for any reason may be cured if appropriate written notice of same is received by the Secretary not later than seven (7) days before the meeting.

(b) If the requirements of Subsection (a) above have not been substantially complied with, on demand of any member or voting representative in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with said requirements shall not affect the validity of any action at such meeting.

6. Adjourned Meetings. When a determination of voting representatives entitled to vote at any meeting of the membership has been made as provided in this Article, such determination shall apply to any adjournment thereof, unless the Board provides otherwise.

7. Proxies.

(a) At any meeting of the members, every voting representative having the right to vote shall be entitled to vote in person or by proxy. ~~Such proxy must be in writing and filed with the Secretary before the appointed time of the meeting and shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the voting representative executing it. The appearance at any meeting of any voting representative who has previously designated a proxy shall automatically revoke and terminate said proxy.~~

(b) Each proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given and, if a limited proxy, set forth those items on which the holder of the proxy may vote and the manner in which the vote is to be cast.

8. Quorum and Voting.

(a) The presence, in person or by proxy, of those voting representatives entitled to cast a majority of



the votes entitled to be cast, as determined by these Bylaws, shall constitute a quorum at any meeting of the membership.

(b) If a quorum is present, the affirmative vote of the majority of the voting representatives who cast their vote in person or by proxy at the meeting shall be the act of the members unless otherwise provided by law or the Association Documents. If, however, such quorum shall not be present, a majority of the voting representatives present in person or represented by proxy shall reschedule said meeting for a date not later than thirty (30) days and adjourn. Notice of the adjourned meeting shall be given as set forth in Section 6 of Article VI below. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting originally called, however, the presence, in person or by proxy of those voting representatives entitled to cast thirty-four percent (34%) of the votes entitled to be cast, shall constitute a quorum, except for any matter which would materially effect the rights of Mortgagees.

(c) After a quorum has been established at a membership meeting, the subsequent withdrawal of voting representatives, so as to reduce the number of voting representatives entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof. The majority of votes cast shall determine the act of the membership unless otherwise provided by law or the Association Documents.

#### ARTICLE VI. MEMBERS' MEETINGS

1. Annual Meetings. The annual meeting of the members for the introduction of directors of this Association and for the transaction of such other business as may properly come before the meeting shall be held each year on the second Wednesday in February at 7:30 o'clock P.M.; provided, however that the first annual meeting shall be held in 19, and, provided further, that the annual meeting for any year thereafter shall be held not later than thirteen (13) months after the last preceding annual meeting of the members. \*

2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, the Board, or at the written request of not less than ten percent (10%) of the voting representatives entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and the date said meeting shall be held; provided however, at least five (5) days notice shall be given to each member, except in an emergency. No business other

than that specified as the purpose in said notice shall be discussed or transacted at such special meeting.

3. Time and Place of Meetings. All meetings of the membership shall be at the principal office of the Association or at such other place as the Board may from time to time designate, and on the date and hour set forth in the notice of said meeting; provided, however, no meeting shall be held on a legal holiday.

4. Notice. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fourteen (14) nor more than forty (40) days before the meeting, unless otherwise provided herein, by or at the direction of the President, the Secretary or other persons calling the meeting. Notice shall be given to the members as shown on the books of the Association either personally or by first class mail; provided, however, a member may request the Secretary in writing that notice be given such member by mail and furnish the Secretary with the address to which such notice is to be mailed. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. Delivery of notice pursuant to this Section to any co-Owner of a Lot shall be effective upon all such co-Owners of said Lot.

5. Waiver of Notice. A written waiver of notice signed by any voting representative, whether before or after the meeting, shall be equivalent to the giving of notice to the member he represents. Attendance of a voting representative at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a voting representative attends a meeting for the express purpose as stated at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the membership need be specified in any written waiver of notice.

6. Adjourned Meetings. A majority of the voting representatives present, whether or not a quorum exists, may adjourn any meeting of the membership to another time and place. Notice of such adjourned meeting as required in Section 4 above shall be given to the members by posting such notice in a conspicuous place on the property of each Phase. No further notice shall be required.

7. Action by Members Without a Meeting.

(a) Any action required by law or the Association Documents to be taken at any annual or special meeting of membership, or any action which may be taken at any such annual or special meeting may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by not less than the minimum number of voting representatives that would be necessary to authorize or take such action at a meeting at which all voting representatives entitled to vote thereon were present and voted.

(b) Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

8. Recordation of Actions. All actions of the membership shall be recorded in minutes, if taken during a meeting, or in an Action by Written Consent, if taken without a meeting; and such minutes shall be made available, upon request, to any member or voting representative.

9. Procedure. The members may adopt their own rules of procedure which shall not be inconsistent with the Association Documents or applicable law.

ARTICLE VII. DIRECTORS

1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board. The Board shall make appropriate delegations of authority to the officers and, to the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one or more committees to act on its behalf when it is not in session.

2. Qualification of Directors. The qualifications for becoming and remaining a director of this Association are as follows:

(a) Any director elected prior to the termination of class membership need not be a member of the Association.

(b) Every director elected after the termination of class membership shall be a member or a voting representative, of this Association.

(c) Directors must be persons who are competent to contract.

3. Duties of Directors.

(a) A director shall be expected to attend all meetings of the Board and of any committee of the Board to which he has been appointed.

(b) A director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the Association whom the director reasonably believes to be reliable and competent in the matters presented;

(2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be to be within such person's professional or expert competence; or

(3) A committee upon which he does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

(d) A director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

(e) A person who performs his duties in compliance with this Section shall have no liability by reason of being or having been a director of the Association.

4. Number. The number of directors of the Association until the annual meeting immediately following the termination of voting classes shall be three (3) whose terms shall be in accordance with the provisions of Article VII of the Articles. At that meeting and each annual meeting thereafter, the Board shall be composed of not less than three (3) and no more than seven (7) director.

## 5. Election and Term.

(a) Each person named in the Articles as a member of the initial Board shall hold office for the period of time set forth in Article VII thereof, or until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death. Until the annual members meeting immediately following the termination of the voting classes, any and all vacancies occurring in the Board before said meeting shall be filled by Developer.

(b) At the first annual meeting the following year and at each annual meeting thereafter, directors shall ordinarily be elected to serve a term of three (3) years. It is the intention of the Association that the terms of the directors shall be staggered so that at each annual meeting only one-half (1/2) of the number of directors specified in Section 4 above or as close to such number as possible shall be elected; therefore, directors may be elected for a term of one (1) year wherever the circumstances dictate such abbreviated term in order to maintain the intended balance.

(c) Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

6. Compensation. The membership of the Association shall have the authority to fix the compensation, if any, of directors.

## 7. Removal of Directors.

(a) Any director who fails to attend three (3) consecutive meetings, whether annual, regular or special, of the Board without an excused absence, may be removed from the Board by a vote of a majority of the remaining directors, though less than a quorum of the Board. For purposes of this Subsection (a), the nature of an absence, whether excused or unexcused, shall be determined by the President of the Association; provided, however, any absence deemed by the President to be unexcused shall be submitted to the Board (without the affected director being entitled to a vote) for its determination of the nature of the absence, which determination shall be final and binding on all parties concerned.

(b) At a special meeting of the Board called expressly for that purpose, any director may be removed from the Board with or without cause by a vote of two-thirds of the remaining directors, though less than a quorum of the Board.

(c) Any removal of a director from the Board shall be without prejudice to any contract rights of the director so removed.

8. Resignation of Directors. A director may resign from the Board by providing written notification of such resignation to the Board, and such resignation shall become effective immediately upon receipt of said written notification or at such later date as may be specified in the notification.

9. Vacancies. Any vacancy occurring in the membership of the Board shall be filled by the Board of Directors. A director so elected shall hold office for the term of the director he is replacing.

10. Directors' Conflict of Interest.

(a) No contract or other transaction between this Association and one or more of its directors or any other corporation, firm, association or entity in which one or more of the directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(1) The fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed or known to the voting representatives entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable as to the Association at the time it is authorized by the Board, a committee or the members.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE VIII. DIRECTORS' MEETINGS

1. Annual Meetings. The annual meeting of the Board shall be held without notice immediately after the adjournment of the annual meeting of the members.

2. Regular Meetings. The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held without further notice until subsequent resolution altering same.

3. Special Meetings. Special meetings of the Board may be called by the President or on the written request of any three (3) directors.

4. Place of Meetings. Meetings of the Board shall be held at the principal office of the Association or at such other place as the directors may from time to time designate.

5. Open Meetings. Meetings of the Board shall be open to all members and voting representatives.

6. Notice of Meetings.

(a) Written or printed notice stating the place, day and hour of any special meeting of the Board must be given to each director not less than five (5) nor more than thirty (30) days before the directors' meeting, by or at the direction of the President, the Secretary or other persons calling the meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. Notice must be given either personally or by telegram, cablegram or first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the director at his address, as it appears in the records of the Association, with postage thereon prepaid. Except as otherwise specified in these By-laws, the notice need not specify the business to be transacted at, nor the purpose of, any meeting.

(b) Notice of any meeting in which Assessments against Lot Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

8. Waiver of Notice. A written waiver of notice signed by any director, whether before or after any meeting, shall be equivalent to the giving of notice to said director. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meet-

ing, or the manner in which it has been called or convened, except when a director attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the directors need be specified in any written waiver of notice.

9. Presumption of Assent. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

10. Adjourned Meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

11. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.  $1/2 + 1$

12. Voting.

(a) Each director present at any meeting of the Board shall be entitled to one (1) vote on each matter submitted to a vote of the directors; provided, however, proxy voting shall not be permitted.

(b) A majority vote by the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board, unless a greater number is required under any provision of the Declaration of Covenants, the Articles or these Bylaws.

13. Action Without a Meeting.

(a) By Written Consent. Any action required or which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the directors. Such consent shall have the same effect as a unanimous vote.



(b) By Communications Equipment. Any action required or which may be taken at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. When a telephone conference is used, a telephone speaker shall be attached so that any members or voting representatives present may hear the discussion.

14. Recordation of Actions.

All actions of the Board shall be recorded in minutes, if taken during a meeting, or in an Action by Written Consent, if taken without a meeting; and such minutes shall be made available, upon request, to any member or voting representative.

15. Procedure.

The directors may adopt their own rules of procedure which shall not be inconsistent with the Declaration, of Covenants, the Articles, these Bylaws or applicable law.

ARTICLE IX. COMMITTEES

1. Function. Except where specifically delegated authority to act when the Board is not in session, committees shall serve in an advisory capacity to the Board and the membership and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of the Association to which they have been delegated responsibility; provided, however, the Architectural Control Committee shall be delegated powers as provided in the Declaration of Covenants.

2. Types of Committees. There shall be an Architectural Control Committee. The Board, by resolution adopted by a majority of the full Board, may appoint such other Standing Committees or Ad Hoc Committees as it deems necessary from time to time.

3. Committee Powers. Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

(a) Fill vacancies on the Board or any committee thereof;

- (b) Adopt, amend or repeal the Bylaws;
- (c) Amend or repeal any resolution of the Board;
- (d) Act on matters committed by Bylaws or resolution of the Board to another committee of the Board.

4. Appointment.

The Board shall appoint committee members from among the directors, members and voting representatives of the Association, and shall designate a chairman and a secretary for each committee, which positions may be filled by one or more members.

5. Term. The members and officers of each committee shall be initially appointed at any meeting of the Board, and, thereafter shall be appointed at the annual meeting of the Board. Said appointees shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his earlier resignation, disqualification, removal from office, death, or until such committee shall terminate, whichever first occurs.

6. Removal of Committee Members. Any committee member may be removed from office at any time, with or without cause, by the Board.

7. Resignation of Committee Members. Any committee member may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

8. Vacancies. Any vacancy occurring in the membership of any committee and any membership thereon to be filled by reason of an increase in the number of members of a committee shall be filled by the Board.

ARTICLE X. COMMITTEE MEETINGS

1. Regular Meetings. Regular meetings of each Standing Committee shall be held, as determined by the chairman of the committee. There shall be no regular meetings of any Ad Hoc Committee unless established by the chairman of said committee.

2. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by any two (2) members thereof.

3. Place of Meetings. Committee meetings shall be held at the principal office of the Association or at such other place as the chairman of the committee may from time to time designate.

4. Notice of Meetings. Written, printed or oral notice stating the place, day and hour of any regular or special meeting of the committee must be given to each committee member not less than three (3) nor more than thirty (30) days before the committee meeting, by or at the direction of the chairman of the committee, or other persons calling the meeting. Notice must be given either personally or by telegram, cablegram or first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the committee member at his address, as it appears in the records of the Association, with postage thereon prepaid. Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of any meeting.

5. Waiver of Notice. A written waiver of notice signed by any committee member, whether before or after any meeting, shall be equivalent to the giving of notice to said committee member. Attendance of a committee member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a committee member attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of a committee need be specified in any written waiver of notice.

7. Presumption of Assent. A committee member who is present at a committee meeting at which action on any matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

8. Adjourned Meeting. A majority of the committee members present, whether or not a quorum exists, may adjourn any meeting of a committee to another time and place. Notice of any such adjourned meeting shall be given to the committee members who were not present at the time of the adjournment

and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other committee members.

9. Quorum. A majority of the number of members of any committee shall constitute a quorum for the transaction of business at any committee meeting.

10. Voting.

(a) Each committee member present at any meeting of a committee shall be entitled to one (1) vote on each matter submitted to a vote of the committee members; provided, however, proxy voting shall not be permitted.

(b) A majority vote by the committee members present at a committee meeting at which a quorum is present shall be the act of the committee, unless a greater number is required under any provision of these Bylaws.

11. Action Without a Meeting.

(a) By Written Consent. Any action required or which may be taken at a committee meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the members of the committee. Such consent shall have the same effect as a unanimous vote.

(b) By Communications Equipment. Any action required or which may be taken at a committee meeting may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE XI. OFFICERS

1. Designation. The officers of this Association shall consist of a president, one or more vice-presidents (as determined necessary by the Board), a secretary and a treasurer. The Association shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

2. Duties. The officers of this Association shall have the following duties:

(a) President. The President shall be the chief executive officer of the Association, having general overall supervision of all the business and officers of the Association subject to the directions of the Board, shall preside at all meetings of the members and Board, and shall be a member of the Board and an ex officio member of all standing committees. He shall execute with the Secretary or any other officer authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which are duly authorized to be executed, except where the same is required or permitted by law to be otherwise signed and executed, and except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association. He shall perform any and all other duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

(b) Vice-President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one vice-president, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such duties as from time to time may be assigned to him by the President or by the Board and shall be a member of the Board.

(d) Secretary. The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; have custody of the corporate seal and affix it on all papers requiring said seal; record the minutes of all meetings of the membership and of the Board; send out all notices of meetings; and perform and all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board or the President.

(e) Treasurer.

(1) The Treasurer shall have charge and custody of all corporate funds and financial records; shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Board and the membership and whenever else required by the Board or the President, shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board, and shall perform any and all other duties incident to the office of Treasurer and such other

duties as may be prescribed by the Board or the President. The Treasurer shall be bonded by the Association.

(2) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.

(3) He shall give status reports to potential transferees, on which reports the transferees may rely.

(4) He shall prepare an annual budget and a statement of income and expenditures to be approved by the Board.

(5) The duties of the Treasurer may be performed by a manager pursuant to the terms of any Management Agreement with the Association.

### 3. Qualifications of Officers.

(a) Prior to the annual meeting of members immediately following the termination of voting classes, officers shall not be required to be members. Subsequent thereto, all officers shall be members or voting representatives of the Association.

(b) No officer excepting the President and Vice-President need be a member of the Board.

(c) The Board shall elect different persons to the offices of President, Secretary and Treasurer.

### 4. Election and Term.

(a) Each person named as an officer in the Articles shall hold office until the first annual meeting of the Board and until his successor shall have been elected and qualified, or until his earlier resignation, removal from office or death.

(b) At the each annual meeting of the Board, a majority of the directors then in office shall elect the officers of the Association for the ensuing year, however, the failure to elect a president, vice-president, secretary or treasurer shall not affect the existence of the Association.

(c) Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death.

5. Removal of Officers. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Association will be served thereby.

6. Resignation of Officers. Any officer or agent elected or appointed by the Board may resign such office by providing written notification of such resignation to the President or to the Secretary of the Association, and such resignation shall become effective immediately upon receipt of said notification or at such later date as may be specified in the notification.

7. Vacancies. Any vacancy, however occurring, in any office, may be filled by the Board. An officer so elected shall hold office for the unexpired term of the officer he is replacing.

8. Compensation. At any time after the directors are elected the Board shall have the authority to fix and pay compensation in a reasonable amount to any of its officers for services rendered by reason of said office.

9. Bonding. The Association shall provide for fidelity bonding of all officers, directors or other persons who control or disburse funds of the Association and shall bear the cost of such bonding. The Association may bond any officer of the Association and shall bear the cost of such bonding.

## ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

### 1. Indemnification for Actions, Suits or Proceedings.

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to be-

lieve this conduct was unlawful. The adverse termination of any action, suit or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is firmly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer, of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under Subsections (a) or (b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Subsections (a) or (b). Such determination shall be made:



(1) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or

(2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs by independent legal counsel in a written opinion; or

(3) by the members.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Subsection (d) upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

2. Other Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the members or disinterested directors, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

3. Liability Insurance. Upon the majority vote of a quorum of the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association, as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association shall have indemnified him against such liability under the provisions of this Article XII.

#### ARTICLE XIII. ANNUAL BUDGET

1. Adoption by Board. The annual budget for Common Expenses for the Association shall be prepared by the Treasurer and adopted by the Board. Said budget shall be detailed and it shall show the amounts budgeted by accounts and expense classifications.

2. Limit on Increase of Budget. Except for the first year an assessment is levied, and as long as Developer is in control of the Board, said Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior accounting year's Assessment without the approval of the voting representatives.

#### ARTICLE XIV. ASSESSMENTS

1. Determination and Payment. After adoption of a budget, a determination of the annual Assessment per Lot shall be made by apportioning the total sum of said budget among the Lot Owners equally. Such annual assessments shall be payable in full within sixty (60) days of delivery of notice of such assessment to the Lot Owners. The Board shall promptly deliver or mail to each Lot Owner or other person designated in writing to receive such notice, a statement setting forth the amount of the annual Assessment, and the date on which payment is due. Assessments shall be due and payable regardless of whether or not members are sent or actually receive a written notice.

2. Excess Income. If for any reason, the budget provides income in excess of the Association's needs, such over-assessments shall be retained by the Association in its account to be applied to the next ensuing year's expenses or rebated to the members, at the direction of the Board.

3. Amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board.

4. Special Assessments. The Board shall have power to levy special Assessments as necessary for actual economic needs of the Association with the consent of the members.

5. Exemption of Developer. Notwithstanding anything contained herein to the contrary, Developer shall not be assessed as a Lot Owner for such assessments whatsoever.

#### ARTICLE XV. REMEDIES FOR VIOLATION

##### 1. Legal Remedies.

(a) In the event of violation of the provisions of the Association Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of said documents or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable

remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations.

(b) In the event of such legal action brought against a Lot Owner, the losing defendant shall pay all costs and expenses, including, but not limited to, filing an service of process fees, reasonable attorneys' fees and court costs, incurred by the Association incident to the proceeding and those incurred on appeal. Each Lot Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and with the intent of all Lot Owners to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those moneys due and owing it from Lot Owners and to preserve each other's right to enjoy his Lot free from unreasonable restraint and nuisance.

(c) The costs and expenses authorized at Paragraph (b) above shall be assessed against the Lot Owner's Lot as a special assessment collectible in the same manner as any other Assessment of the Association.

#### ARTICLE XVI. INSURANCE

1. Liability Insurance. The Board shall obtain public liability and property damage insurance covering all property which the Association may own or rent, as the case may be, and insuring the Association in such amount as the Board may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000.

2. Casualty Insurance.

(a) The Association may obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, and, if any real property is in an area identified by the Department of Housing and Urban Development as having a special flood hazard, flood insurance. Such insurance shall insure all of the appropriate insurable improvements, including personal property owned by the Association, in and for the interest of the Association, with a deductible acceptable to the Board and in an amount equal to the maximum insurable replacement value.

(b) Any repair and restoration must be substantially in accordance with the plans and specification for the original building, or as the building was last constructed, or according to the plans approved by the Board, which

approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first Mortgagees shall also be required.

3. Worker's Compensation. The Board shall obtain Worker's Compensation insurance to meet the requirements of law.

4. Other Insurance. The Board may obtain such other insurance as the Board shall determine from time to time to be desirable.

5. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each Lot Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

6. Lot Owner's Liability. Anything in this Article XVI to the contrary notwithstanding, each individual Lot Owner shall be responsible to the Association for payment of any deductible from the insurance proceeds required by the Association's liability, casualty, Worker's Compensation and such other insurance policies in force under the terms of this Article, for any claim arising as a result of the Lot Owner's act or omission, or that of any guest, invitee or lessee of the Lot Owner. The Association shall have the power to assess any Lot Owner for such deductible.

7. Miscellaneous. Premiums for all insurance coverage obtained by the Association, and other expenses in connection with such insurance, shall be paid by the Association and be charged as a Common Expense. All such insurance shall be placed with good and responsible companies, authorized to do business in Florida.

#### ARTICLE XVII. BOOKS, RECORDS AND FINANCES

1. Fiscal Year. The fiscal year of the Association shall begin the first day of \_\_\_\_\_ in each year. The Board is expressly authorized to change this fiscal year at any time for the convenience of the Association.

2. Books and Records.

(a) The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, its Board and its committees, which shall be available for inspection by Lot Owners or their authorized representatives and by directors at

any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

(b) The accounting records shall be maintained according to good accounting practices. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each Lot, designating the name and current mailing address of the Lot Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account, and the balance due.

Failure to permit inspection of the Association's accounting records by Lot Owners or their authorized representatives shall entitle any person prevailing in an action for enforcement to recover reasonable attorneys' fees from the person or persons in control of the books and records who, directly or indirectly, deny access to the books and records for inspection.

(c) A copy of each insurance policy obtained by the Association shall be made available for inspection by Lot Owners at reasonable times.

### 3. Funds.

(a) All funds of the Association shall be deposited from time to time to the credit of the Association in one or more such banks, trust companies or other depositories as the Board may from time to time designate, upon such terms and conditions as shall be fixed by the Board. The Board may from time to time authorize the opening and keeping, with any such depository as it may designate, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem necessary.

(b) Association funds shall be used only for Association purposes and may not be expended for the purposes of Developer, including but not limited to sales and promotion activities, utilities or other costs for construction activities or repair or replacement which is within the warranty obligations of Developer nor may Association personnel be used for such purpose at Association expense.

(c) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary,

Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over One Hundred Dollars (\$100.00) must be signed by two authorized signers, one of whom must be an officer of the Association; checks for less than One Hundred Dollars (\$100.00) may be signed by any one of the authorized signers. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

(a) Drafts or other orders for the payment of money, excepting depository accounts, and all notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, if any, and countersigned by the President.

#### ARTICLE XVIII. NON-PROFIT OPERATIONS

This Association will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Association will be distributed to its members, directors or officers. However, the Association may pay compensation in a reasonable amount to members, officers or directors for services rendered, subject to the limitations of Section 6 of Article VII and Section 8 of Article XI.

#### ARTICLE XIX. CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, the year of incorporation, and the words "corporation not for profit".

#### ARTICLE XX. MODIFICATION OF BYLAWS

These Bylaws may be revised, amended or repealed, unless specifically prohibited herein, at any time by the Developer so long as it is a Class B member of the Association, or at any meeting of the Board or the membership by a majority vote, provided that notice of said meeting is given in accordance with these Bylaws, and that said notice contains a full statement of the proposed amendment. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended.

#### ARTICLE XXI. MISCELLANEOUS

1. Articles and Other Headings. The Articles and other headings contained in these Bylaws are for reference

purposes only and shall not affect the meaning or interpretation of these Bylaws.

2. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

3. Revocability of Authorizations. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Association shall preclude the Board from exercising the authority required to meet its responsibilities. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

4. Validity. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect. Defects or omissions in the Bylaws shall not affect the validity of the title to Lots.

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that I am the Secretary of \_\_\_\_\_ and the foregoing Bylaws of said Association were duly adopted by the Board of Directors of the Association at the Organizational Meeting of said directors held on \_\_\_\_\_, 198\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary

HISTORY OF BYLAWS

The initial Bylaws of BRADEN WOODS were first adopted on \_\_\_\_\_, 198\_\_\_\_\_.

Amendments made subsequent to \_\_\_\_\_, 1983, should be listed below.

AMENDMENTS

CHANGE  
NUMBER

DATE OF ADOPTION BY  
MEMBERSHIP OR BOARD

SECTIONS  
AMENDED



This Instrument Prepared and Return to: **BK 1634 PG 6057 DKT # 1356728** 1 of 3  
Edwin M. Boyer, Esq.  
Boyer Jackson, P.A.  
1800 Second St., Suite 765  
Sarasota, FL 34236

AMENDMENT TO BYLAWS OF  
BRADEN WOODS HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT-FOR-PROFIT

The Bylaws of BRADEN WOODS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit are amended as follows:

ARTICLE XV. REMEDIES FOR VIOLATION, is amended to add new Paragraphs 2 and 3 as follows:

2. Enforcement and Fines. The Board shall enforce by legal means provisions of the Declaration, the Articles, these Bylaws and rules and regulations promulgated pursuant thereto. If the Board determines that any Member, or the tenant, guest or invitee of a Member, is in violation of any of the provisions thereof, the Board, or an agent designated for that purpose, shall notify the Member of the nature of the violation. If said violation is not corrected within the time specified therein, which time shall be not less than five (5) days, the Association may thereafter levy a fine for each offense against the Member in accordance with the section.

(a) Amount. The amount of such fine shall be in such reasonable amount as may be established from time to time by the Board as an amount deemed adequate to encourage observance of applicable provisions of the Declaration, Articles, Bylaws and rules and regulations; but in no event to exceed any then applicable maximum amount per violation established by applicable Florida Statute (The maximum fine per violation as of the date of adoption of this Amendment to Bylaws is \$100, as prescribed by Section 617.305(2), Florida Statutes 1999). Each day during which the violation continues shall be deemed a separate offense.

(b) Hearing. No fine shall be imposed upon a Member without first giving such Member at least fourteen (14) days notice and an opportunity for a hearing before a committee (the "Fine Review Committee") consisting of at least three (3) Members appointed by the Board. Members of the Fine Review Committee shall not be officers, directors or employees of the Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee of the Association.

BK 1634 PG 6058 2 of 3

(c) Procedure. The notice required by Paragraph 2(b) may be combined with the notice given by or under the authority of the Board to notify the Member of the nature of the violation. The notice required by Paragraph 2(b) shall set out the right of the Member to a hearing before the Fine Review Committee, the procedure and time limit for the Member to request a hearing, and either the date, time and place of such hearing or that if the Member requests a hearing, the Member shall be given further notice of the date, time, and place of the hearing. If the Member does not request a hearing within fourteen (14) days following notice, then the Fine Review Committee may meet at any time thereafter without further notice to the Member, but shall comply with the notice provision of Article VI, Paragraph 4 of these Bylaws.

(d) Committee Decision. Fine Review Committee shall meet and hold a hearing if one has been timely requested by the Member. At the conclusion of the hearing, the Fine Review Committee shall either approve or disapprove the proposed fine. No fine may be imposed unless a majority of the Fine Review Committee has approved of it.

(e) Fine. Any fine approved by the Fine Review Committee shall be assessed by the Board as a Special Charge against the Member and shall constitute a lien upon the Lot of such Member and may be foreclosed by the Association in the same manner as any other lien.

3. Rules and Regulations. The Board may adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and the use of the Common Areas provided in the Declaration. Any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the Owners of not less than two-thirds of the Lots in the Subdivision. Any rules or regulations approved by the Owners shall not thereafter be amended or rescinded except upon affirmative vote of the Owners of not less than two-thirds of the Lots in the Subdivision.

In all other respects, the Bylaws shall remain as they were prior to this amendment.

CERTIFICATE OF AMENDMENT

TO THE BYLAWS OF

BRADEN WOODS HOMEOWNERS ASSOCIATION, INC.

The undersigned, RICHARD SULICK, as the President of BRADEN WOODS HOMEOWNERS ASSOCIATION, INC., certifies that the foregoing is a true and accurate copy of an amendment to the Bylaws of this Association duly adopted by a majority vote at the meeting of the Board of Directors of BRADEN WOODS HOMEOWNERS ASSOCIATION, INC., duly called and held on April 18, 2000.

Dated this 4<sup>th</sup> day of May, 2000.

Richard Sulick  
Richard Sulick, President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared RICHARD SULICK, and he acknowledged before me that he is an officer of said corporation; and he executed the foregoing Certificate of Amendment of the Bylaws of Braden Woods Homeowners Association, Inc., on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he is authorized to execute said Certificate of Amendment of the Bylaws of Braden Woods Homeowners Association, Inc., and that the execution thereof is the free act and deed of said corporation. (Check One):  Said person is personally known to me [ ] Said person provided the following type of identification \_\_\_\_\_

WITNESS my hand and official seal in the County and State last aforesaid this 4<sup>th</sup> day of May, 2000.



Michele T. Brackett  
MY COMMISSION # CC753717 EXPIRES  
August 6, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

Michele T. Brackett  
Notary Public (Signature)  
Michele T. Brackett  
Printed Notary Name  
My Commission Expires: \_\_\_\_\_  
My Commission No: \_\_\_\_\_

DA LB34 TO GUDY FILED AND RECORDED 5/15/00 9:48:12 AM 3 of 3  
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

Prepared by and Return to:  
Edwin M. Boyer, Esq.  
Boyer & Ferrell, P.A.  
1800 Second St., Suite 765  
Sarasota, FL 34236

AMENDMENT TO BYLAWS OF  
BRADEN WOODS HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT-FOR-PROFIT

The Bylaws of BRADEN WOODS HOMEOWNERS ASSOCIATION, INC., a  
Florida Corporation not-for-profit are amended as follows:

Article V. Voting. is amended in its entirety to read as  
follows:

ARTICLE V. VOTING

1. Voting Rights of Members. The record Lot Owner  
or all record Lot Owners collectively, if there are more  
than one, of each Lot shall be entitled to one vote on  
each matter brought before the membership of the  
Association, which vote shall be cast by the voting  
representative in the records of the Association. No  
vote may be divided, no fractional vote shall be cast.  
The record Lot Owner or all record Lot Owners, if there  
are more than one, of each Lot shall sign a statement  
designating the voting representative for that lot which  
voting representative must be a title holder of that lot  
or a principal or partner of any corporate or partnership  
title holder. The designation of voting representative  
form shall also contain the mailing address for lot  
owners which shall be the address of record for the  
owner.

2. Voter Designation. The designated voter form  
must be filed with the Secretary of the Association at  
any time prior to the call to order of any meeting of  
members. The designated voter shall continue to be the  
designated voter for that lot until a new designated  
voter form is filed with the Secretary of the  
Association. The designated voter's voting rights shall  
terminate upon transfer of title to the lot.

Upon transfer of title, it shall be the  
responsibility of new Lot Owners to submit designated  
voter forms to the Secretary of the Association.

A voter designation may be changed and any error  
corrected by an appropriately signed form or written  
notice submitted to the Secretary prior to the call to  
order of any meeting of members.

BK 2384 PG 2385  
DATE 7/20/04  
1 of 4

3. Failure to Designate. If the designation of voting representative is not submitted to the Secretary of the Association by the Lot Owner, the Lot Owner shall not be entitled to vote at meetings of members.

4. Right to Vote. Unless the Lot Owner(s) is in good standing, the voting representative designated for said Lot shall not be entitled to vote. Good standing shall mean not in violation of any section of the Declaration of Covenants, Conditions, Easements and Restrictions of Braden Woods Subdivision, Articles of Incorporation or Bylaws or any Association Document including but not limited to, the payment of all assessments of any kind.

5. Membership List.

(a) The Secretary of the Association shall prepare and maintain a current Membership List based upon the designated voter forms submitted by the Lot Owners. Said Membership List shall be a complete list, arranged numerically by Lot, of every member and of every voting representative entitled to vote with the address to which notice is to be sent of each. Any member or voting representative shall be entitled to inspect said List at any reasonable time. A voter designation or mailing address for owners may be made or changed, and disenfranchise for any reason may be cured if appropriate written notice of same is received by the Secretary at any time prior to call to order of any said meeting.

(b) The membership list shall be available at every meeting. If the requirements of Subsection (a) above have not been substantially complied with, on demand of any member or voting representative in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with said requirements shall not affect the validity of any action at such meeting.

6. Proxies.

(a) At any meeting of the members, every voting representative having the right to vote shall be entitled to vote in person or by proxy. Such proxy must be in writing and filed with the Secretary before the appointed time of the meeting and shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the voting representative executing

BK 2384 PG 2386 (205 of 211)

it. The appearance at any meeting of any voting representative who has previously designated a proxy shall automatically revoke and terminate said proxy.

(b) Each proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given and, if a limited proxy, set forth those items on which the holder of the proxy may vote and the manner in which the vote is to be cast.

7. Quorum and Voting.

(a) The presence, in person or by proxy, of those voting representatives entitled to cast five percent (5%) of the votes entitled to be cast, as determined by these Bylaws, shall constitute a quorum at any meeting of the membership.

(b) If a quorum is present, the affirmative vote of the majority of the voting representatives who cast their vote in person or by proxy at the meeting shall be the act of the members unless otherwise provided by law or the Association Documents.

If, however, such quorum shall not be present, a majority of the voting representatives present in person or represented by proxy shall reschedule said meeting for a date not later than thirty (30) days and adjourn. Notice of the adjourned meeting shall be given as set forth in Section 6 of Article VI below. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting originally called, however, the presence, in person or by proxy of those voting representatives entitled to cast three percent (3%) of the votes entitled to be cast, shall constitute a quorum, except for any matter which would materially effect the rights of Mortgagees.

(c) After a quorum has been established at a membership meeting, the subsequent withdrawal of voting representatives, so as to reduce the number of voting representatives entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof. The majority of votes cast shall determine the act of the membership unless otherwise provided by law or the Association Documents.

BR 1201 / Pp 2100 3 of 4

In all other respects, the Bylaws shall remain as they were prior to this amendment.

CERTIFICATE OF AMENDMENT OF BYLAWS

The undersigned, FRANCIS WOZNIAK, as the President of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., certifies that the following is a true and accurate copy of an amendment to the Bylaws of this Association duly adopted at the monthly meeting of the Board of Directors of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., duly called and held on

November 25, 1996.

Dated this 20 day of December, 1996.

*Francis J. Wozniak*  
FRANCIS WOZNIAK, President

(Corporate Seal)

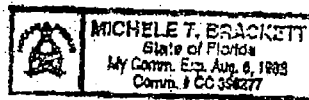
STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared FRANCIS WOZNIAK, President of BRADEN WOODS HOMEOWNERS' ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and who separately acknowledged the execution thereof to be his free act and deed as such officer for the use and purposes therein mentioned; that he affixed hereto the official seal of said Association, and that said instrument is the free act and deed of said Association. (Check One):  Said person is personally known to me [ ] Said person provided the following type of identification

20 WITNESS my hand and official seal in the County and State last aforesaid this day of December, 1996.

*Michele T. Brackett*  
Notary Public (Signature)  
*Michele T. Brackett*  
Printed Notary Signature  
My Commission Expires: \_\_\_\_\_  
My Commission No: \_\_\_\_\_

This Instrument Prepared by:  
Edwin M. Beyer, Esq.  
Beyer & Farrell, P.A.  
1800 Second St., Suite 765  
Sarasota, FL 34236



K.A. SHAW, CLERK OF CIRCUIT COURT MANATEE COUNTY FL

810676

JOINDER AND CONSENT TO DECLARATION  
OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS OF BRADEN WOODS  
SUBDIVISION, PHASE I, AND FIRST  
AMENDMENT THERETO

THIS JOINDER AND CONSENT is made this 22 day of July, 1981, by CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY.

RECITALS:

WHEREAS, CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, is the owner and holder of the following instruments of security:

(1) Mortgage of real and personal property dated April 7, 1981, and recorded in Official Records Book 1003, commencing at Page 1786, of the Public Records of Manatee County, Florida,

(2) Assignment of Lessor's Interest in Rents and Leases, dated April 7, 1981, and recorded in Official Records Book 1003, commencing at Page 1813, of the Public Records of Manatee County, Florida,

(3) Financing Statement filed April 9, 1981, and recorded in Official Records Book 1003, at Page 1820, of the Public Records of Manatee County, Florida, and

WHEREAS, all of the aforesaid instruments of security encumber the real property which has been subdivided into a residential subdivision known as "BRADEN WOODS SUBDIVISION, PHASE I", as per plat thereof recorded in Plat Book 21, Pages 5 through 10, of the Public Records of Manatee County, Florida, and

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, has been recorded in Official Records Book 1009, commencing at Page 3628 of the Public Records of Manatee County, Florida, and a First Amendment to said Declaration has been recorded in Official Records Book 1009, commencing at Page 3982, of the Public Records of Manatee County, Florida, and

WHEREAS, CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY desires to subordinate the liens of the aforesaid instruments of security to said Declaration and First Amendment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, being the owner and holder of the above-described instruments of security, by execution hereof, hereby joins in the execution of that certain Declaration of Covenants, Conditions, Easements and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, recorded in Official Records Book 1009, commencing at Page 3628, of the Public Records of Manatee County, Florida, and that certain First Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions of BRADEN WOODS SUBDIVISION, PHASE I, as recorded in Official Records Book 1009, commencing at Page 3982, of the Public Records of Manatee County, Florida; consents to the



recording of said Declaration and said First Amendment; and subordinates the liens created by the above-described instruments of security to the terms and provisions contained in said Declaration and said First Amendment.

IN WITNESS WHEREOF, CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, has caused these presents to be executed in its name, and its corporate seal to be affixed hereunto, by its proper officers thereunto duly authorized on this 22 day of July, 1981.

(Corporate Seal)

CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY

By: [Signature]  
Vice President

Attest:

Winsor H. Aylesworth  
Mortgage Loan Officer

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

610676

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE CNTY., FLA.

JUL 29 10 22 AM '81

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert W. Miller and Winsor H. Aylesworth, well known to me to be the Vice President and Mortgage Loan Officer, respectively, of CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, the Corporation named in the foregoing Joinder and Consent, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said Corporation and that the said seal affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of July, 1981.

[Signature]  
Notary Public  
(Seal)

My Commission expires: Notary Public, State of Florida at Large  
My commission expires Dec. 12, 1981

THIS INSTRUMENT PREPARED BY:  
JOHN MASTRY, ESQ., Greene, Mann, Rowe, Stanton,  
Mastery & Burton, Suite 400A, First City Center,  
1301 6th Avenue West, Bradenton, Florida 33505

\$ 6.00  
4.50  
\$10.50

TO RECORD:

This document Prepared By:  
Please Return To:  
Richard A. Ulrich, Esq.  
Judd, Shea, Ulrich, Oravec, Wood & Dean, P.A.  
2940 South Tamiami Trail  
Sarasota, Florida 34239

**AFFIDAVIT OF NOTICE**  
**OF**  
**ENFORCEMENT**  
**OF**  
**DECLARATIONS OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**BRADEN WOODS SUBDIVISION, PHASES I, II, III AND IV**

STATE OF FLORIDA            )  
  )  
COUNTY OF MANATEE        )

Before me, the undersigned authority, personally appeared RICHARD SULICK, who, after being duly sworn, deposes and says:

1. Affiant is the President of Braden Woods Homeowners' Association, Inc. ("Association"), and has personal knowledge of all matters contained herein.

2. Association is the Florida not-for-profit corporation which manages Braden Woods Subdivision. Braden Woods Subdivision is comprised of Braden Woods Subdivision Phase I (as per plat thereof recorded in Plat Book 21, Pages 5 through 10, inclusive, of the Public Records of Manatee County, Florida, and Declaration of Covenants, Conditions, Easements and Restrictions recorded in O.R. Book 1009, Page 3628, and amendments thereto), Braden Woods Subdivision Phase II (as per plat thereof recorded in Plat Book 21, Pages 59 through 65, inclusive, of the Public Records of Manatee County, Florida, and Declaration of Covenants, Conditions, Easements and Restrictions recorded in O.R. Book 1024, Page 1661, and amendments thereto), Braden Woods Subdivision Phase III (as per plat thereof recorded in Plat Book 21, Pages 129 through 134, inclusive, of the Public Records of Manatee County, Florida, and Declaration of Covenants, Conditions, Easements and Restrictions recorded in O.R. Book 1061, Page 2104, and amendments thereto), and Braden Woods Subdivision Phase IV (as per plat thereof recorded in Plat Book 21, Pages 159 through 164, inclusive, of the Public Records of Manatee County, Florida, and Declaration of Covenants, Conditions, Easements and Restrictions recorded in O.R. Book 1082, Page 0646, and amendments thereto). All of the above will be referred to as "Braden Woods Subdivision" or by reference to "Phase I", "Phase II", "Phase III" or "Phase IV."

3. At a duly noticed and convened Board of Director's Meeting of the Association held on April 16, 2002, the Board of Directors unanimously agreed to give notice to all present and future owners of lots at Braden Woods Subdivision that the Association Documents (Declarations of Covenants, Conditions, Easements and Restrictions, Bylaws, Articles of Incorporation and Rules and Regulations) would be enforced from the date of the recording of this affidavit. The purpose of this notice is to put present owners and future owners of lots at Braden Woods Subdivision on notice that despite observance or personal knowledge of violations of the Association Documents which may presently exist, any present or future owners will not be able to rely on that fact and violate the Association Documents in reliance thereon.

4. A memorandum of the Board's position was mailed to all lot owners of Braden Woods Homeowners' Association, Inc.

5. This Affidavit of Notice is being filed and recorded in the Public Records of Manatee County, Florida, for the purpose of putting all present and future lot owners of Braden Woods Subdivision Phase I, Braden Woods Subdivision Phase II, Braden Woods Subdivision Phase III and Braden Woods Subdivision Phase IV, on notice of the contents contained herein and shall not be

BK 1767 PG 1590 FILED AND RECORDED 8/30/2002 9:29:14 AM 2 of 2  
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

considered a waiver by the Association of any violation of the Association Documents or enforcement thereof.

FURTHER AFFIANT SAYETH NAUGHT.

Braden Woods Homeowners' Association  
Inc., a Florida not-for-profit corporation

Larry Shedd  
Print Name: LARRY SHEDDEN  
Witness as to President

By: Richard Sulick  
Richard Sulick, as President

Constance Rempe  
Print Name: CONSTANCE REMPE  
Witness as to President

Attest:

Larry Shedd  
Print Name: LARRY SHEDDEN  
Witness as to Secretary

By: Amiee Barnes  
Amiee Barnes, as Secretary

Constance Rempe  
Print Name: CONSTANCE REMPE  
Witness as to Secretary

STATE OF FLORIDA }  
COUNTY OF MANATEE }

The foregoing instrument was sworn to and subscribed before me this 23 day of August, 2002, by RICHARD SULICK, as President of Braden Woods Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me OR has produced Driver License as identification.

My Commission Expires:



Larry D Shedden  
My Commission CC820944  
Expires March 25, 2003

Larry D Shedden  
Notary Public  
Print Name: LARRY D SHEDDEN

STATE OF FLORIDA }  
COUNTY OF MANATEE }

The foregoing instrument was sworn to and subscribed before me this 23 day of August, 2002, by AMIEE BARNES, as Secretary of Braden Woods Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me OR has produced Driver License as identification.

My Commission Expires:



Larry D Shedden  
My Commission CC820944  
Expires March 25, 2003

Larry D Shedden  
Notary Public  
Print Name: LARRY D SHEDDEN