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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRISTOL GREEN

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRISTOL GREEN

THIS DECLARATION, made this 18th day of May, 1995, by Brandon Properties Partners Ltd. their successors and assigns hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarants are the fee simple Owners of certain real property with improvements thereon, sometimes referred to herein as "BRISTOL GREEN" in Hillsborough County, State of Florida which is more particularly described in Exhibit A, attached hereto and made a part hereof, together with such additions thereto as may from time to time be designated by Declarant and made subject to this Declaration by amendment hereto, all hereinafter referred to collectively as the "Property."

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions and Easements, which Declaration of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, successors and assigns, as their respective interests may appear.

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ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the terms listed in this Article I shall have the following meaning whenever used in this Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to BRISTOL GREEN HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may from time to time be amended and exist.

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Builder" means a person or entity that acquires a Lot from Developer for the purpose of constructing thereon a single-family residence and appurtenances, for resale in the ordinary course of the business of such person or entity, and not an individual who purchases a lot for construction of a dwelling (hereinafter referred to as "permanent residents").

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Section 5. "Common Area" shall mean all real property (including any improvements thereon) which shall from time to time be designated by Declarant for the common use and enjoyment of the Owners, or conveyed to the Association in fee simple; together with any improvements, such as a wall located upon the wall easement as shown on the Plat, the rights-of-way, easements, appurtenant, improvements and hereditaments described in this Declaration, all of which shall be and are covenants running with the land at law.

Section 6. "Declarant" shall mean and refer to Brandon Properties Partners, Ltd., and its successors and assigns.

Section 7. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 8. "Dwelling" shall mean any structure built upon a lot for the purpose of allowing natural persons to reside therein.

Section 9. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such

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municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 10. "Lot" shall mean and refer to a plot of land shown and identified by number upon the Plat now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 11. "Member" shall mean a Member of BRISTOL GREEN HOMEOWNERS' ASSOCIATION, INC. as set forth in Article III.

Section 12. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 13. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 14. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 15. "Plat" shall mean that certain plat entitled BRISTOL GREEN UNIT ONE PHASE ONE recorded in Plat Book 75, Page 29-1 THROUGH 29-4, in the Public Records of Hillsborough County,

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Florida, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

Section 16. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 17. "Structure" shall mean:

(a) Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, permanent living quarters or any other temporary or permanent improvement to such Lot.

(b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any nature or wash or drainage channel from, upon or across any Lot.

Section 18. "Wall and Planter Easement" shall mean the perpetual easements for construction and maintenance of walls, landscaping, signs and appurtenances thereto as shown on the Plat.

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Section 19. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

ARTICLE II

COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association real property in fee simple to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility

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situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the voting rights and right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or rules of the Association.

(c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including gas and cable television and other public uses which benefit the subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility; or, subject to such conditions as may be agreed to by the lot Owners, to any other Person for such purposes.

Section 3. Responsibilities of the Association. Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement,

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improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically (if applicable) the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention ponds, culverts and related appurtenances. In the event that any portion of the Property constitutes an area subject to the jurisdiction of the Southwest Florida Water Management District, no owner shall undertake any action regarding authorized activities within those areas without first obtaining the approval of the Southwest Florida Water Management District, Tampa Permitting Department. Neither the Association nor an Owner may remove any native vegetation, (including, without limitation, cattails) that become established within any area subject to the jurisdiction of the Southwest Florida Water Management District.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the Homeowners Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within

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120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the total cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

ARTICLE III

BRISTOL GREEN HOMEOWNERS' ASSOCIATION, INC.

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents;

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provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall not be entitled to vote. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall have the sole voting power. The Class B membership shall cease and be converted to Class A membership on occurrence of the earlier of the following dates:

(a) When all the Lots in Bristol Green as shown on all Plats have been fully developed, permanent improvements constructed thereon, and sold to permanent residents (persons other than Declarant); or

(b) On January 1, 2000; or

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(c) When the Declarant, in its sole discretion, terminates its Class B voting membership.

Section 4. Rights and Obligations of the Association.

Besides those responsibilities to the Common Area outlined in Article II the Association may also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein including lighting, to the extent such activities are not performed by any public authority or utility. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or BRISTOL GREEN HOMEOWNERS' ASSOCIATION RULES.

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Section 6. Capital Improvements. Except for: (1) the replacement or repair of items installed by Declarant as part of the Work, if any; (2) the repair and replacement of any personal property related to the Common Area; or (3) as set forth in Article II, Section 5, the Association may not expend funds for capital

improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon. Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. BRISTOL GREEN Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be

binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any

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regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the rules of the Association and to enforce, by mandatory injunction

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or otherwise, the provisions of this Declaration, the Association Documents, and the rules of the Association.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, hereinafter referred to as "Annual Assessments," (2) special assessments for capital improvements, hereinafter referred to as "Special Assessments," and (3) specific assessment for acquired indebtedness hereinafter referred to as "Specific Assessments" such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments," together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall

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not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area and those other responsibilities as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The Annual

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Assessment commencing January 1, 1995 shall be Ninety-Five Dollars (\$95.00).

Section 4. Maximum Annual Assessment. Until January 1, 1996, the Annual Assessment will not exceed Ninety-Five Dollars (\$95.00) per year per Lot. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next ensuing fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, or without interest, as the Board determines. In the absence of

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any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect automatically will continue for the ensuing fiscal year.

Section 5. Special Assessments for Capital Improvements.

In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the perimeter screening as referred to herein, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of those Members entitled to vote, as defined herein, who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment may be payable in one or more installments with or without interest as determined at the meeting.

Section 6. Specific Assessments. Any and all accrued,

liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after

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such Owner fails to pay such indebtedness within thirty (30) days after written demand.

Section 7. Property Taxes. Because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each such Lot for local property tax purposes against the Common Area, and that the separate valuation of said Common Area, if any, shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied,

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and its amount, without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 8. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote not less than 10 days nor more than 30 days in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote not less than 10 days in advance of the meeting.

Section 9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and will be collected on a yearly basis, except that Declarant, in its sole discretion, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses (excluding reserves and assessments for capital expenditures) and the Annual Assessments collected from Owners other than Declarant.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or

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otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration.

Section 12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

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Section 13. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. Additionally, delinquent assessments and installments thereof not paid when due shall bear an administrative late fee in an amount

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set by the Board. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All payments made shall first be credited to interest, late fees, costs and attorney fees, if any, and then to the principal amount due.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

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Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 16. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in BRISTOL GREEN have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant. At such time as all of the Lots in BRISTOL GREEN have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Board and all the Owners of Lots in BRISTOL GREEN to that effect, and,

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thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Board shall have the right, power, authority, and obligation to either sit as the Committee or establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereafter referred to as the "Design Standards" for the purpose of:

(i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;

(ii) governing the procedure for such submission of plans and specification; and

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure and all other matters that require

approval by the Architectural Control Committee pursuant to this Declaration.

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Section 3. Review and Approval of Plans. Except for the initial construction on a lot by a Builder, no Structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of BRISTOL GREEN, (ii) as to the location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. In all events, approval must be in writing. The Committee shall have the authority to impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

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(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of any proposed Structure and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and

(f) plans for landscaping and grading, especially if the proposed Structure consists of such landscaping or grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any

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of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be personally responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be personally liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with

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the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right or the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2-1/2) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee.

Section 5. Certificates. At the request of any Owner, the Association from time to time will issue, without charge a written certification that the improvements, landscaping and

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other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 6. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within fifteen (15) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity.

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ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or Builder of homes in BRISTOL GREEN from using any Lot

owned by Declarant or such Builder of homes for the purpose of carrying on business related to the development, improvement and sale of Lots; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

Section 2. Setbacks and Building Lines.

(a) Dwellings: Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the plat or required by Law. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the Plat or required by Law. Front, rear and side setback requirements as established by law at the time

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of recordation of this Declaration or as subsequently approved by government agencies. Notwithstanding the foregoing, each dwelling shall have a minimum front setback requirement of 20 feet; provided, however, that the Architectural Control Committee, in its sole and absolute discretion, may waive said 20 feet front setback requirement on a case by case basis.

(b) Walls and Fences: All fences and walls shall be subject to the prior written approval of the Architectural Control Committee, and shall comply with all governmental requirements. Wood fences shall be placed so that the posts shall be placed on the inside of the fence and the side without any supports shall face out from the lot. Fences in the rear yard on Lots bordering the golf course shall be four (4) feet in height. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to this Declaration.

(c) Terraces, Eaves and Detached Garages: For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure, shall

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not be considered as a part of the Structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached Structures must not encroach upon any side or rear setback line or upon the Lot of an adjacent Owner or upon any easement as set forth herein.

Section 3. Building Requirements. The living areas of the main structure, exclusive of open porches, garages, carports, patios, gazebos and breezeways, shall be 2,000 square feet.

Section 4. Delivery Receptacles and Property Identification Markets. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 5. Use of Outbuildings and Similar Structures. No Structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 6. Completion of Construction. The Association shall have the right to take appropriate Court action, whether at

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law or in equity, to compel the immediate completion of any residence or Structure not completed within one (1) year from the date of commencement of construction. The construction of any dwelling, or repair or replacement of any dwelling damaged by fire or otherwise, or other Structure must be promptly undertaken and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling or Structure in an incomplete condition for a period of more than six (6) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete Structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

Section 7. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) dogs, or two (2) cats or other small common conventional household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

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Section 8. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in BRISTOL GREEN.

Section 9. Signs. No advertising signs or billboard shall be erected on any Lot or displayed to the public on any Lot except One (1) professional customary sign of not more than four (4) square feet in area may be used to advertise the Lot for sale or rent. Said sign shall be placed in the front yard only. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 10. Perimeter Screening. Any and all walls, fencing, landscaping, or other screening installed by Declarant on or along the perimeter of the Property as part of the Work and any signs located thereon, except the walls, fencing, landscaping, other screening and signs on the Wall and Planter Easements, will constitute an improvement to each Lot upon or along which it is situated and the property of the Owner of such

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Lot, who will be responsible for all costs of maintaining, repairing and replacing both the exterior and interior portion situated on or along such Lot. Any such wall shall be considered part of the perimeter screening regardless of whether it is located in a public right-of-way on a Lot. To assure visual uniformity on the side of all walls, fencing, or other screening facing the exterior perimeter of the Property, the Architectural Control Committee will establish when, how and with what materials any required maintenance, repair or replacement in the manner reasonably directed by the Architectural Control Committee with respect to such Owner's Lot, the Association may perform it at such Owner's expense and assess its cost to such Owner's Lot as provided in Article IV herein. The Association shall be responsible for all costs of maintaining, repairing, and replacing the walls, fencing, signs and landscaping located on the Wall and Planter Easements until such time as taken over by Maintenance District.

Section 11. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. All fuel tanks, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. Clotheslines, of any nature,

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are prohibited. All residential utility service, including but not limited lines, pipes and wiring, to residences shall be underground. Any solar energy collector or related item must be located so that it is not visible from the street(s) in front of, or on the side of, the house on which said equipment or device is located.

Section 12. Swimming Pools. No above ground swimming pools are allowed. Swimming pools must be located to the rear of the main building unless a different location is authorized in writing by the Architectural Control Committee. Swimming pools must conform to the setback and building requirements as shown on the Plat and as required by applicable law.

Section 13. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, including all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the sodding, watering, mowing and edging of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery to give a neat appearance, and so that the same do not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the Architectural Control Committee any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control

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Committee then the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take substantive steps to remedy the condition within fifteen (15) days after the mailing of the aforesaid notice of violation, the Architectural Control Committee and the Board shall have, in addition to all other rights set forth in this Declaration, at law or in equity, a Right of Abatement as provided in Article VIII, Section 1 hereof.

Section 14. Antennae. No radio, television transmission or satellite reception antennae or dishes, or tower shall be erected on the Property or any Lot or Structure. Notwithstanding the foregoing, a satellite dish eighteen (18") inches in diameter or smaller installed on the back side of the home or in the rear yard with proper landscape screening shall be allowed and no approval of the Architectural Control Committee approval shall be required.

Section 15. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 16. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers, mobile homes, habitable vehicles, recreational vehicles, trailers, boats or boat trailers, school buses, trucks or commercial vehicles over one (1) ton capacity,

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shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or substantially screened from view. The Board shall have the exclusive authority to determine compliance with the foregoing and promulgate definitions of all such vehicles and such determination and definitions shall be conclusive. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot. No vehicle which cannot operate on its own power may be parked on the Property for more than forty-eight (48) hours. No vehicle that is not currently licensed for proper operation on the streets and highways of the state of Florida, and which displays same as required by law may be parked on the Property.

Section 17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written

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request of the Architectural Control Committee or the Board. Trash for pickup may only be put out twenty-four (24) hours or less prior to pickup, and such containers must be stored not more than twenty-four (24) hours thereafter.

Section 18. Changing Elevations. No Owner shall excavate or extract earth from a lot for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 19. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 20. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, cable, gas, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 21. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete, asphalt or a paved substance approved in writing by the Architectural Control Committee and of a uniform quality.

Section 22. Garages. Each dwelling must have a garage of sufficient size to house at least two (2) passenger automobiles. All garages must be substantial and conform architecturally to the dwelling to which they relate. When garages are not in use,

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garage doors shall be closed. Garages shall be used only for parking motor vehicles, hobbies and storing Owner's household goods.

ARTICLE VII

EASEMENTS

Lots subjected to this Declaration shall be subject to:

(a) Those easements, if any, shown as set forth on the Plat thereof; and

(b) Easements over, under, across and through the landscape easement area as shown on the plat or survey of each lot for the erection, installation, construction, and maintenance of such signs and plantings as the holder of this easement may deem appropriate. Within these easements, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the easements.

The appearance of any easement area on a Lot and all improvements in or on it (other than signs and landscaping installed pursuant to the above Wall and Planter Easement) shall be maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or approximately by the acts or omissions of such Owner and any guests, invitees, residents or other persons occupying or present upon said Lot.

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

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation (at both trial and appellate levels) involving this Declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorney's fees). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law.

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Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within fifteen (15) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate,

extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law,

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and shall be a lien on such Owner's lot enforceable as provided herein.

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

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

Section 4. Amendment. So long as Declarant owns a Lot subject to this Declaration, or additional realty of Declarant as

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set forth in Article VIII, Section 5 herein of this Declaration, Declarant may, in its sole discretion amend this Declaration so long as such amendment is not in violation of the laws of Florida and shall not impair the interest of any Mortgagee of a Lot unless said Mortgagee shall consent in writing to such modification or recision of their rights and interests. Such consent shall be filed with such amendment. The Declaration, as amended, shall be rights and interests appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. Notwithstanding anything to the contrary, any amendment of this Declaration which would affect the surface water management system, including but not limited to the water management portions of the common area, must have the prior written approval of the Southwest Florida Water Management District.

In addition to the foregoing, this Declaration may be amended by a vote of 75% of the Owners, entitled to vote at a duly called meeting of the Association, provided, that (1) any such amendment shall not be effective until recorded on the Public Records of Hillsborough County, Florida, (2) any such amendment shall not adversely affect any rights or interests of Declarant under this Declaration, as the same may be amended by Declarant as provided herein, unless agreed to in writing by Declarant, (3) any such amendment shall not have priority over any amendment made by Declarant, as long as Declarant owns a lot,

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and (4) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

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

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

Section 6. Amplification. The provisions of this Declaration are amplified by the Association Documents and By-Laws; but no such amplification shall alter or amend any of the

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rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles and that the Articles shall control anything in the By-Laws to the contrary.

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

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

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

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

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

Section 12. Notice. Any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice, unless otherwise stated herein. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

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

Executed and declared in the presence of:

D. Kay Mills
WITNESS
D. Kay Mills
Print Name

Kathy Murphy
WITNESS
Kathy Murphy
Print Name

Brandon Properties Partners Ltd.
Shimberg Cross Company as
General Partner

Glen E. Cross
GLEN E. CROSS, PRESIDENT

Noreen S. Folsom
Attest: Noreen S. Folsom
Secretary

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Kay A. Snyder
WITNESS Kay A. Snyder

Janice K. Tice
PRINT NAME Janice K. Tice

FIRST UNION NATIONAL BANK
OF FLORIDA

BY: CRAIG H. CARRIER

STATE OF FLORIDA
COUNTY HILLSBOROUGH

The foregoing instrument was acknowledged before me this
day of May 18th, 1995 by
Glen Cross

President, Shimberg Cross Company as General Partner for Brandon
Properties Partners, a Florida Limited Partnership. He/she is
personally known to me or has produced (type of identification)
as identification and did (did not) take an oath.



Kathleen Julie Murphy
Notary Public

Commission Expires: March 1, 1996

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

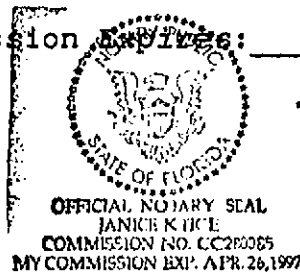
The foregoing instrument was acknowledged before me this
day of May 23rd, 1995 by
of Craig H. Carrier

He/she is personally known to me or has produced (type of
identification) as identification and did (did not) take an oath.

Janice K. Tice
Notary Public

Commission Expires:

4/26/97



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EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying in Section 13, Township 30 South, Range 20 East and Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Section 13, run thence along the East boundary of said Section 13, S.00°03'55"W., 1456.81 feet to the POINT OF BEGINNING; thence N.80°22'08"E., 505.93 feet; thence N.70°00'00"E., 87.05 feet; thence S.20°00'00"E., 180.00 feet; thence S.70°00'00"W., 25.81 feet; thence S.09°37'52"E., 375.37 feet to a point on a curve on the Northerly boundary of NATURES WAY BOULEVARD, as recorded in Official Record Book 4910, Page 1910, Public Records of Hillsborough County, Florida; thence along said Northerly boundary of NATURES WAY BOULEVARD, and the Northerly boundary of NATURES WAY BOULEVARD, as recorded in Official Record Book 4815, Page 814, Public Records of Hillsborough County, Florida, the following eight (8) courses: 1) Southwesterly, 99.29 feet along the arc of a curve to the left having a radius of 2030.00 feet and a central angle of 02°48'09" (chord bearing S.64°06'59"W., 99.28 feet) to a point of reverse curvature; 2) Westerly, 371.84 feet along the arc of a curve to the right having a radius of 970.00 feet and a central angle of 21°57'49" (chord bearing S.73°41'50"W., 369.56 feet) to a point of compound curvature; 3) Northwesterly, 41.62 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 95°23'11" (chord bearing N47°37'41"W., 36.98 feet); 4) S.85°22'28"W., 50.16 feet to a point on a curve; 5) Southwesterly, 39.57 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90 41'30" (chord bearing S.45°24'14"W., 35.57 feet) to a point of compound curvature; 6) Westerly, 70.59 feet along the arc of a curve to the right having a radius of 970.00 feet and a central angle of 04°10'11" (chord bearing N.87°09'56"W., 70.58 feet) to a point of reverse curvature; 7) Westerly, 589.37 feet along the arc of a curve to the left having a radius of 1430.00 feet and a central angle of 23°36'51" (chord bearing S.83°06'44"W., 585.21 feet) to a point of reverse curvature; 8) Westerly, 218.55 feet along the arc of a curve to the right having a radius of 570.00 feet and a central angle of 21°58'05" (chord bearing S.82°17'21"W., 217.21 feet); thence N.18°03'25"W., 297.52 feet, thence N.07°17'34"E., 469.03 feet; thence S.82°42'26"E., 347.92 feet; thence S.86°29'44"E., 410.41 feet; thence N.80°22'08"E., 10.76 feet to the POINT OF BEGINNING.

Containing 20.663 acres, more or less.

As per Plat Book 75 Page No. 29-1 through 29-4 of Hillsborough County

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EXHIBIT "B"

ARTICLES OF INCORPORATION

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OF

BRISTOL GREEN

HOMEOWNERS' ASSOCIATION, INC.

The undersigned hereby associate to form a corporation not for profit under Chapter 617 of the Florida Statutes.

ARTICLE I

NAME

The name of this corporation shall be BRISTOL GREEN HOMEOWNERS' ASSOCIATION INC., hereinafter referred to as the ("Association").

ARTICLE II

PURPOSE

The purpose of the Association is to acquire title to and own, and whether owned or not, to operate, maintain and preserve the Common Area, to operate the property (as such terms are defined) in accordance with the Declaration of Covenants, Conditions, Restrictions, and Easements for BRISTOL GREEN, which is or will be recorded among the Public Records of Hillsborough County, Florida, (hereinafter called "Declaration"), in the development located in Hillsborough County, Florida, known as BRISTOL GREEN. The Association is also formed to maintain the

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privately owned areas of BRISTOL GREEN which are not maintained by their owners, in accordance with the Declaration.

ARTICLE III

POWERS

The Association shall have all of the powers given to corporations not for profit by the Florida Statutes and all of the powers expressly conferred upon it by the Declaration, together with all powers necessary to fulfill all such stated powers and the duties expressly given to it by such Declaration. These powers include, but are not limited to, the power to:

A. Maintain, repair, improve and insure the Common Area as defined in the Declaration and other real or personal property which the Association owns or which it has assumed the obligation to maintain, including without limitation the surface water management system which includes the lakes, retention areas, culverts and related appurtenances;

B. Make and collect assessments from its Members;

C. Pay all Association expenses;

D. Acquire title to and exercise all rights of ownership in and to any real or personal property;

E. Convey real or personal property;

F. Make, amend and enforce reasonable rules and regulations for the use of the property it owns or maintains;

G. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association;

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H. Sue and be sued;

I. Contact for operation and maintenance services;

J. Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures, and related appurtenances;

K. Require all owners to be members of the Association;

L. Exist in perpetuity, but in the event that the Association is dissolved, the property consisting of the surface water management system ("SWMS") shall be conveyed to an appropriate agency or local government, and if not accepted, then the SWMS shall be dedicated to a similar, non-profit corporation;

M. Take any other action necessary for the purposes for which the Association is formed.

ARTICLE IV

MEMBERS

1. Every record owner of a fee interest in any Lot, as defined in the Declaration, including contract Sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

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2. Change of membership in the Association shall be established by the recording, in the Public Records of Hillsborough County, Florida, of a deed or other instrument establishing a record of title to a Lot, and shall be evidenced by delivery to the Association of a copy of such instrument. The membership of the prior owner shall be terminated as of the date of delivery of such deed or other instrument.

3. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Lot.

4. There shall be two (2) classes of membership as follows:

(a) Class A. As long as there is a Class B membership, Class A Members shall be all Owners, as defined in the Declaration, other than the Declarant, as defined in the Declaration, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including the Declarant, as long as the Declarant is an Owner and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be Members, but there shall be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.

(b) Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to the sole voting power. Class B

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membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of the Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(i) When all the Lots in Bristol Green as shown on all Plats have been fully developed, permanent improvements constructed thereon, and sold to permanent residents; or

(ii) On January 1, 2000; or

(iii) When the Declarant, in its sole discretion, terminates its Class B voting membership.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be initially managed by a Board of three (3) Directors, whose names and address are:

Glen E. Cross
611 West Bay Street
Tampa, Florida 33606

Scott M. Shimberg
611 West Bay Street
Tampa, Florida 33606

Noreen S. Folsom
611 West Bay Street
Tampa, Florida 33606

2. New Directors shall be appointed or elected and the number of Directors shall be increased or diminished in

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accordance with the By-Laws of the Association, but there shall not be less than three.

ARTICLE VI

OFFICERS

The officers of the Association shall be President, Vice President, Secretary and Treasurer, and such additional officers as the By-Laws specify. The officers shall be elected by Directors at their annual meeting or at any special meeting called for that purpose.

The first officers who shall serve until the first election are:

President:	Glen E. Cross 611 West Bay Street Tampa, Florida 33606
Vice President:	Scott M. Shimberg 611 West Bay Street Tampa, Florida 33606
Secretary/Treasurer:	Noreen S. Folsom 611 West Bay Street Tampa, Florida 33606

ARTICLE VII

BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and may be amended as follows:

1. An amendment may be proposed by one third (1/3) of the Members or the Board of Directors prior to a meeting at which it will be considered.
2. Notice of the subject matter of the proposed amendment

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shall be included in the notice of the meeting at which the amendment is to be considered.

3. The amendment must be approved, either in person or by proxy by at least a majority of the entire membership of the Board of Directors.

4. No amendment may change the qualifications for membership in the Association.

5. No amendment which will affect the Declarant shall be adopted unless the Declarant has consented thereto in writing.

6. As long as there is a Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments.

7. A copy of the amendment shall be recorded in the Public Records of Hillsborough County, Florida.

ARTICLE VII

AMENDMENT OF ARTICLES

These Articles may be amended in the manner set forth in Chapter 617, Florida Statutes, provided, however, that any amendment to these Articles shall require the assent of written consent of the Members entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at any regular or special meeting of the membership duly caused and convened. No such amendment may diminish any rights of the Class B Member, however, unless jointed in by such Class B Member. A

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copy of the amendment shall be recorded in the Public Records of Hillsborough County, Florida.

ARTICLE IX

DISSOLUTION OF THE ASSOCIATION

The term of the Association shall be perpetual unless dissolved by the unanimous written consent of the Members and all mortgagees.

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including without limitation the surface water management system portions of the Common Area) shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the individual benefit of any Member or other private individual. The Article is subject to the provisions of Section 617.05 Florida Statutes.

ARTICLE X

INITIAL SUBSCRIBERS

The name and address of the initial subscriber is as follows:

Glen E. Cross
611 West Bay Street
Tampa, Florida 33606

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ARTICLE XI

RESIDENT AGENT

The Resident Agent of the Association, for purposes of accepting service of process shall be Glen E. Cross, whose address within the State of Florida is 611 West Bay Street, Tampa, Florida 33606.

ARTICLE XII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, dissolution and amendment of these Articles. Such approval may be presumed by any third party upon the filing or recording of any document requiring such action or actions.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation for the purpose of forming the Association these 18th day of May, 1995.


GLEN E. CROSS

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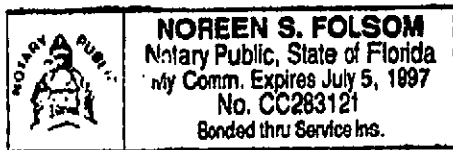
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STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 18th day of May, 1995, before me the undersigned authority, personally appeared GLEN E. CROSS, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State the day and year first above written.




NOTARY PUBLIC

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE

FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

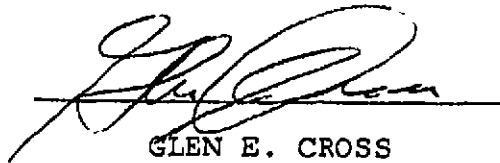
BRISTOL GREEN HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business at City of Tampa, County of Hillsborough, State of Florida has named Glen E. Cross, located at 611 West Bay Street, City of Tampa, County of Hillsborough, State of Florida, 33606, as its agent to accept service of process within this state.

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ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.



GLEN E. CROSS

DATED: May 18, 1995

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BY-LAWS
OF
BRISTOL GREEN HOMEOWNERS' ASSOCIATION, INC.

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ARTICLE I

General

Section 1. Definition and Operation. Express reference is here made to the "Declaration of Covenants, Conditions, Restrictions and Easements of "BRISTOL GREEN" (the "Declaration") recorded in the Hillsborough County Public Records where necessary to interpret, construe and apply the provisions of these By-Laws. Without limitation:

(a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

(c) Conflict. These By-Laws are to be interpreted, construed and applied with the Articles and the Declaration to avoid inconsistencies of conflicting results, but, if such conflict necessarily results, the provisions of the Articles of the Declaration control anything to the contrary of these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in the Association are set forth in Articles IV of

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the Articles and in Article III of the Declaration and all votes of Members as herein set forth shall be subject to the same.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "BRISTOL GREEN HOMEOWNERS' ASSOCIATION, INC.," "Florida," and "Corporation Not for Profit 1995," an impression of such seal appearing in the margin.

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January of each calendar year.

Section 5. No Vested Rights. No Member of this Association has any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferrable or inheritable except as an incident to the transfer of title to such Member's Lots, as provided in Article III, Section 2, of the Declaration, and in Articles IV and IX of the Articles.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in Article VII of the Articles.

ARTICLE II

Members' Meetings

Section 1. Annual Meetings. The annual meeting of this Association is to be held each year within sixty (60) days before or after of the next ensuing fiscal year, on such date and at

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such time and place in Hillsborough County, Florida, as the Board determines.

Section 2. Special Meetings. Special Membership meetings may be called at any time by: (i) the President; or (ii) the Board; or (iii) by the written request of Members entitled to cast fifty percent (50%) of all votes eligible to be cast by the Members. The agenda at special meetings shall be confined to the subject matter for which the meeting was called.

Section 3. Notice. Written notice of each Members' meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day, and hour of the meeting and, in the case of special meeting, its purpose.

Section 4. Manner of Notice. Notice of all meetings must be given at least fifteen (15) days in advance to each Member either by personal delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. Such notice also must be given to Declarant as long as Declarant owns a Lot. Mailing or delivery of notice to any co-owner of a Lot is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 5. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by

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the Secretary under this Association's seal, is conclusive upon any person without actual knowledge of any defect in notice as to the regularity of any notice.

Section 6. Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless such Member expressly objects at the beginning of such meeting to the transaction of any business because the meeting is not regularly called.

Section 7. Quorum. The presence of Members entitled to cast one-half (1/2) of the votes eligible to be cast by the Membership constitutes a quorum for all purposes except consideration of any action which requires the presence of Members entitled to cast two-thirds (2/3) of the votes eligible to be cast by the Membership in which at least two-thirds (2/3) of the Members shall be present. Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present, provided such adjournment is taken within one (1) hour following the scheduled time of the meeting.

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Section 8. Adjournment. If a meeting otherwise duly called and convened with the requisite quorum present is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of any meeting of the Membership must be given to each Member as shown upon the Association's books on the date such notice is given. Only those Members shown as Members in good standing upon the Association's books on the eleventh (11th) calendar day preceding a meeting are entitled to vote at such meeting, or its adjournment.

Section 10. Proxies. Any Member may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to such Member's Lot. All proxies must be in writing, signed by the Member, and expire eleven (11) months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. If a proxy confers authority upon two or more persons and does not otherwise provide a majority of such proxies present at the meeting or, if only one is present, then that one, may exercise all powers conferred by the proxy. A proxy expressly may provide for a right of

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substitution by written designation of the proxy holder. A Member represented by a valid proxy at any meeting is "present" for all purposes. All proxies must be filed with the Secretary of the Association at least forty-eight (48) hours prior to the meeting to which they pertain, or they shall not be considered for that meeting.

Section 11. Membership List. At least ten (10) days prior to each membership meeting, a complete list of the members entitled to vote at such meeting, and their respective addresses, must be kept on file at the Association's office, open to inspection by any Member. Such list also must be produced and kept open at the time and place of the meeting for inspection by any member at any time during the meeting. In the absence of substantial compliance with the requirements of this Section, and upon the demand of any Member present, the meeting must be adjourned until such compliance occurs. If no such demand is made, failure to comply with the requirements of this section does not affect the validity of any action taken at such meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the Members present at a meeting duly called at which a quorum is present is the act of the Membership, except with respect to any action requiring two-thirds (2/3) vote of the membership, as to which the voting requirements of the applicable provision of the Articles or Declaration govern.

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ARTICLE III

Board of Directors

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of, a Board of Directors consisting of three (3) members, who, except for the initial Directors and until the Declarant no longer exercises the sole voting power as set forth in the Declaration, shall be Association Members. At the annual meeting following the conversion of Class B membership to Class A membership, the Class A members shall elect the Board. Prior to that time, all Directors shall be appointed by the Class B member and shall not be subject to renewal except by said Class B member. Each Director continues in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

Section 2. Standard of Care. Each Director shall perform all duties as a Director, including duties as a committee member, (i) in good faith, (ii) in a manner such Director reasonably believes to be in the best interests of this Association, and (iii) with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on

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information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified:

(a) Officers. One or more officers, employees, or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes are within such person's professional or expert competence.

(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles, or these By-Laws, as to matters within designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties; but no Director may be paid any compensation by this Association for any service rendered to this Association as a Director.

Section 5. Nomination. Nomination for election by the Board of Directors may be made from among Members or nonmembers by a Nominating Committee or from the floor at the annual meeting of the Members.

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Section 6. Election. Election for the Board of Directors must be by ballot. Each Member may cast as many votes for each vacancy as such Member has under the provisions of Article IV of the Articles. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Removal. Any Director, or the entire Board, may be removed with or without cause by a majority vote of the Members at any meeting called expressly for such purpose.

Section 8. Vacancies. If a Director dies, resigns, is removed, or is disqualified or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor, unless such appointee sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

ARTICLE IV

Directors' Meetings

Section 1. Regular Meetings. The Board shall meet regularly as and when necessary for the proper conduct of this Association's affairs, on such dates and at such time and place as are determined at the immediately preceding Board meeting or by standing Board resolution. The Board shall meet immediately following the annual meeting in order to elect officers and undertake such other business as it deems to be appropriate. If the date, time, and place of a regular meeting are not determined

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by standing resolution, three (3) days' prior notice is required to any Director who did not attend the meeting at which the date, time, and place of meeting was determined.

Section 2. Special Meeting. Special Board meetings must be held on not less than three (3) days prior notice to each Director when called by (i) the President; or (ii) by any three Directors.

Section 3. Quorum. Except where the provisions of the Declaration require action by a greater percentage, a majority of the Directors shall constitute a quorum for all purposes; and every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration requires approval by two-thirds (2/3) of the Directors, the full Board constitutes a quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Board Disclosure. Such relationship or interest

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is disclosed or known to the Board of Directors that authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

(b) Membership. Such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or

(c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the Members. Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratifies such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an

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asserted conflict of interest. A Director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless such Director at the beginning of such meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all members of the Board and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

ARTICLE V

Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in or delegated to this Association and not reserved to its members by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable

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and prescribe their duties and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Common Area, the Property, and the Association's activities, or either, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Declaration.

Section 3. Enforcement. For violation of any of its rules or regulations, the Board may: (i) suspend any Member's right to services or privileges provided by this Association; or (ii) require any Member to make restitution to this Association for any loss resulting from any violation; or (iii) take any action described in Article VIII of the Declaration.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any Member's voting rights and right to service or privileges provided by this Association, or either, during any period in which such Member is more than thirty (30) days in default in payment of any assessment levied by this Association.

Section 5. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to Article IV of the Declaration.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers,

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directors, employees (including volunteer employees), agents, and Members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide such indemnification for criminal, intention, or willful misconduct. Except to the extent such determination from time to time is reserved to the membership by the laws of the State of Florida, the Board's determination to provide or refuse indemnification is conclusive.

Section 7. Vacancies. The Board has the power to declare the office of any Director vacant if such Director is absent from three (3) consecutive Board meetings without justification or excuse.

ARTICLE VI

Duties of Board of Directors

Section 1. General. The Board shall supervise all of the Association's officers, agents, employees (including volunteer employees), committees and contractors and sees that their respective duties are properly performed. The Board shall otherwise manage the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

Section 2. Assessments. The Board shall enforce collection of all assessments owed this Association that remain unpaid for a period of thirty (30) days by foreclosure, suit, or such other lawful procedure as the Board deems advisable, in addition to

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imposing the sanctions provided by Article V, Section 4, of these By-Laws.

Section 3. Estoppel Certificates. Upon request by any interested person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments or Architectural Control, or both, with respect of any Lot. Such certificates shall bind this Association as of the date of issuance when properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 4. Financial. With the assistance of this Association's Treasurer, the Board shall prepare an annual budget and financial statements. As and when necessary or appropriate, or when requested by the Membership, the Board from time to time also will cause an audit of this Association's financial affairs to be made by an independent accountant.

Section 5. Insurance. The Board shall procure and maintain in force and effect at all times insurance in compliance with the requirements of the Declaration. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage this Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with standard fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from

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Association funds.

Section 6. Management. The Board may contract with the Declarant or any other person to manage the Association's affairs, in whole or in part; but no such management contract may be for a term longer than one year and must be terminable by the Association for cause upon not more than thirty (30) days' prior written notice.

ARTICLE VII

Books and Records

Section 1. Records Enumerated. This Association must keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of its Members and the Board; and (iii) a Membership Record.

Section 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceeding does not affect its validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's Membership Record must show (i) the name of each Owner and Co-Owner, if any, (ii) a proper legal description of such Owner's Lot, (iii) whether such Owner's membership is in good standing,

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and (iv) the address to which notice is to be given such Owner pursuant to these By-Laws.

Section 4. Book of Resolutions. All resolutions of the membership or Board, having more than temporary effect shall be compiled from time to time into a Book of Resolutions and topically indexed for the future guidance of this Association's directors, officers, and members.

Section 5. Inspection. All books, records, and papers of this Association are open at all times during reasonable business hours for inspection and copying by any Owner, Member, or by the Declarant. Such right of inspection may be exercised personally or by one or more representative or by one or more representatives. Upon request, the Association also will furnish to any Owner, Member or the Declarant copies (certified, if requested) of any and all of its books, records, and other papers. The Association may make a reasonable, uniform charge for such copies and certification.

ARTICLE VIII

Officers

Section 1. Enumeration. This Association's regular Officers are a President and Secretary/Treasurer, who are elected, at the first Board meeting following each annual meeting, for a term of one year, and until their respective successors are elected and qualified, unless any such officer

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sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve. Officers must be members of the Board of Directors.

Section 2. Special Offices. The Board may appoint such other officers as it deems advisable, each of whom will hold such offices for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause. A resignation of any office need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one other regular office, but any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board and the Membership; (ii) sees that orders and resolutions of the Board are carried out; and (iii) signs all leases, mortgages, deeds, and other written instruments, and co-signs all checks and promissory notes.

(b) Vice President. The Vice President shall act in place of the President if the President is absent, unable or refuses to act.

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(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board and the Members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board and Membership; and (iv) keeps the Membership Record as provided in Article VII, Section 3, of these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of account; (iv) with the assistance of the Board, prepares an annual budget and a statement of income and expense.

ARTICLE IX

Procedure

Roberts Rules of Order (latest edition) shall govern the proceedings of meetings of the Association, the Board of Directors and its Committees.

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ATTESTATION

IN WITNESS WHEREOF, the undersigned Secretary has signed this document for the purpose of authenticating it as the By-Laws of BRISTOL GREEN HOMEOWNERS' ASSOCIATION, INC. ASSOCIATION, INC., a Florida corporation not for profit, as adopted by its Board of Directors this 18th day of May, 1995.


Noreen Eolsom, Secretary