

Section 6. Time Limit to Build. Construction of the exterior and interior of any structure shall be completed within one hundred and eighty (180) days from the date of the commencement of construction thereof; provided, however, that the Architectural Committee may grant a reasonable time extension upon receipt of a written application for such extension by Owner, which application shall advise the number of days for which the extension is requested and the reason that such extension is necessary. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

Section 7. Term. The duties and powers of the Architectural Committee, whether or not such duties and powers have been deemed to be transferred to the Association as above provided, shall cease on and after five (5) years from the date of this Declaration. Thereafter, all powers and duties of the Architectural Committee shall cease and terminate; provided, however, that any time after January 1, 1997, whether or not the term of the Architectural Committee specified above shall have expired, the Board of Directors of the Association, upon a vote of members of the Association holding not less than two-thirds of the votes of members of the Association entitled to vote thereon, may assume or retain the duties and powers of the Directors of the Association shall thereafter have all of the powers and duties provided herein for the Architectural Committee.

ARTICLE VI ANNEXATION AND MERGER

Section 1. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Annexation. Additional land contiguous either to the Subdivision or to other lands subject to this Declaration may be annexed by the Declarant into the Subdivision without the consent of the members of the Association within five (5) years of the date of this instrument. The Declarant or any other owner of land shall have the right to submit and make subject to this Declaration any additional land upon approval of the Board of Directors of the Association, with the approval of members of the Association holding two-thirds (2/3) of the votes of each class of membership of the Association entitled to vote thereon. Any additional land authorized under this and the succeeding subsections to be added to the Subdivision shall be made by recording in the Public Records of Hillsborough County, Florida, an amendment to this Declaration and an annexation agreement with the respect to the additional land which shall extend the covenants and restrictions of this Declaration to such additional land. Such amendment shall impose assessments on the land covered thereby on a uniform, per Lot bases, substantially equivalent to the assessments imposed by this Declaration, and may contain such complementary additions or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional land.

(b) 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 administered 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.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article IV, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided in Article V Section 2 above. If these restrictions are enforced by any Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board. Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article III, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. As such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article III, Section 2, outstanding constitutes a quorum.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment of delegation will bind the Association until the Association has received written notice thereof.

Section 4. Approval of FHA/VA. Notwithstanding anything contained herein to the contrary, any amendment to this declaration, the articles, or the bylaws; or any annexation of additional property; or any merger or consolidation of the association or any dissolution of the association; or any mortgaging, sale or dedication of any common area, must be approved by the Federal Housing Administration or the Veterans Administration if any mortgage encumbering any lot is guaranteed or insured by such agency, if any such action is made by declarant or by the members prior to the completion of 75% of all of the dwellings which may be built within the subject property.

Section 5. Severability. Invalidation of any particular provision of his Declaration by judgment or court