

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

order will not affect any other provision, all of which will remain in full force and effect, provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty (20) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety per cent (90%) of the votes pursuant to Article III, Section 2 hereof, thereafter by an instrument signed by members entitled to cast not less than seventy-five (75%) of the votes pursuant to Article III, Section 2, hereof, provided that such votes include the approval of at least two thirds (2/3) of the lot owners. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant or any Institutional Mortgagee without the specific written approval of the Declarant or Institutional Mortgagee affected thereby.

Section 7. Easements for Deminimum Unintentional Encroachments. Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for deminimum unintentional encroachments.

Section 8. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

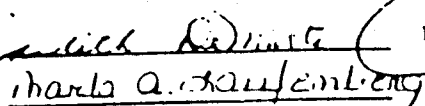
IN WITNESS WHEREOF, Declarant has executed this Declaration the date stated above.


WITNESSES:

RANDOM OAKS VENTURE, a Florida  
Joint Venture, by  
THE J.L. MASON GROUP OF TAMPA  
BAY, INC., a Florida Corporation,

General Partner

By:   
John C. Greer Jr., President

  
Charles A. Kaufman

Attest:   
Stephen A. Jones, Secretary