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Prepared by and return to
Molloy & James
325 South Boulevard
Tampa, Florida 33606

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DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
BLOOMINGDALE - BL

THIS DECLARATION, made this ~~29~~ day of MAY, 1998, by Brandon Properties Partners, Ltd., a Florida limited partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H

WHEREAS, Declarant is the fee simple owner of certain real property and improvements in Hillsborough County, Florida which is described as Bloomingdale - BL, and more particularly described in the attached Exhibit "A," which is incorporated herein by reference, (the "Property"), together with such additions thereto as may be designated from time to time by Declarant and made subject to this Declaration, all hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions and Easements, which Declaration of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant to and 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 real Property set forth above or any part thereof or part added thereto, 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 following terms shall have the following meanings whenever used in the 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 Bloomingdale - BL Homeowners' Association, Inc., a corporation not-for-profit 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, which initial copies of are appended hereto as Exhibits "B" and "C".

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 any person or entity who acquires a Lot from Declarant 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.

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 and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area to be owned by the Association at the time of the

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conveyance of the first Lot shall be that described in the Plat, including the "30' Natural Buffer" adjacent to Bloomingdale Section 'R' Unit 1."

Section 6. "Declarant" shall mean and refer to Brandon Properties Partners, Ltd. and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Hillsborough County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

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. "FHA" shall mean the Federal Housing Administration.

Section 10. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 11. "Lake" shall mean any body of water designated as a Lake or Conservation Area on any Plat and any man-made storm water detention or retention area located on the Property.

Section 12. "Lake Area" shall mean all real property which is part of a Lake.

Section 13. "Lake Lot" shall mean any Lot containing a Lake Area or adjacent to a Lake Area.

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Section 14. "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 municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 15. "Lot" shall mean and refer to a plot of land shown and identified by number upon any Plat of the Property now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 16. "Member" shall mean a Member of Bloomingdale - BL Homeowners' Association, Inc. as set forth in Article III.

Section 17. "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 18. "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 19. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 20. "Plat" shall mean a recorded subdivision map or plat of the Property, or any part thereof, recorded in the Public Records of Hillsborough County, Florida. Plats for future phases for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

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~~Section 21. "Private Area" shall mean that area within each Lake Lot which is not Lake Area.~~

Section 22. "Property" shall mean all of the real property described on the Plat, and such additional property as may be added thereto by annexation."

Section 23. "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 24. "Structure" shall mean: 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, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 25. "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.

Section 26. "VA" shall mean the Veterans Administration.

Section 22. "Village" means each individual subdivision within Bloomingdale BL.

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ARTICLE II

COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property 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 recreation facility 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 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 the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

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

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(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(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; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened, and of the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

Section 3. Responsibilities of the Association and Release of Liability.

a. 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, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention ponds, culverts and related appurtenances.

b. Any private streets, street lights, sidewalks, drainage systems, chain link fences, and other improvements that have been constructed, installed or created by the Declarant as part of the subdivision improvements or the work, shall be maintained by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements.

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c. By acceptance of a deed to a lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owner's safety and security of their property. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas.

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 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 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.

Section 6. Common Area Easements.

a. Declarant has dedicated and conveyed or will dedicate or convey to the Association that portion of the Property described on the Plat for use and maintenance of utility, drainage, wall and landscape easements, together with a right of ingress and egress over and across the easement areas for such purposes. Easements for installation and maintenance of utilities, drainage facilities,

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~~walls and landscaping are reserved as shown on the Plat. Water service will be provided by Hillsborough County. Sewer service will be provided by Hillsborough County. 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 utilities, drainage structures or walls, or which may impede the flow of water through drainage structures in the easements. Easement areas within a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot.~~

b. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

c. Declarant hereby reserves an easement across the Common Area and all Lots for the installation, maintenance and use of Cable Television Distribution facilities and lines. This easement may be transferred in whole or in part to any franchised cable television operator.

Section 7. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots.

a. Each property Owner within the subdivision shall have the responsibility at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

b. Each Owner shall have the responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds or jurisdictional areas abutting their property, unless permitted by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question

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regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Department.

c. No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, Florida Administrative Code.

Section 8. Private Streets and Drainage Improvements. Any private streets that may be constructed or created by the Declarant as part of the subdivision improvements or otherwise, shall be maintained by the Association in the same condition and appearance as constructed or created. The Association may, by adoption of the budget, establish reserves for the replacement of paving and other capital elements or improvements. The Association shall maintain the storm water collection system, including catch basins, pipes, drainage structures, and ponds, in the same condition as when constructed.

Section 9. Access Easement. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and emergency personnel and agencies, utilities providers, guests and invitees of the Association, representatives of any Master Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

Section 10. Natural Buffer. The 30' Natural Buffer adjacent to Bloomingdale Section 'R' Unit 1 shall be left in a natural state except for landscaping installed by the Declarant. Neither the Association nor any Owner shall cause or allow any structure or obstruction to be erected in the 30' Natural Buffer adjacent to Bloomingdale Section 'R' Unit 1.

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ARTICLE III

Bloomingtondale - BL 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; 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 be entitled to one vote for each Lot owned. 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

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long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(b) On January 1, 2005, or

(c) When the Declarant waives in writing its right to Class B membership.

Section 4. Rights and Obligations of the Association. Besides those responsibilities to the Common Area outlined in Article II, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority or utility. In the event the Board decides that the Association should maintain the perimeter screening referred to in Article VI herein, then this shall be a responsibility of the Association, and the individual Owners shall not be responsible for such maintenance. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate. The association has the power to 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, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the

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~~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 the Homeowners' Association Rules.~~

Section 6. Capital Improvements. Except for: (I) the replacement or repair of items installed by Declarant as part of the Work, if any; (II) the repair and replacement of any personal property related to the Common Area; or (III) 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. 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, in accordance with Chapter 617, Florida Statutes. 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 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

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such Owner's choosing.
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The Association's Rules shall include rules for the speed limits and traffic regulation on roadways in the common area, and rules for usage of the recreational facilities in the common area. The Association may contract with Hillsborough County for enforcement of traffic regulations on the common area roads, as provided by Section 316.006(3)(b), Florida Statutes. If the Association itself chooses to enforce traffic regulations, the regulations shall be enforced in the same manner as other rules and regulations of the Association, which is by fine and lien pursuant to Chapter 617, Florida Statutes.

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 the Articles of Incorporation of the Association and 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 provision 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 Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners' Association Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify

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each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self executing, and the Association may also take any action desired to carry out its purposes.

Section 11. Cable Television System. The Association may contract with a franchised cable television operator to provide cable television service in bulk to all of Bloomingdale - BL. This service may include channels for security information and for a community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the annual assessment.

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: (I) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," (iv) "Village Assessments" for expenses specific to a village, and (v) assessments for property taxes on Common Area, 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 and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of

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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 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; the operation of the entry gate; 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 water management system, and those other responsibilities as outlined herein, (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration, and (iii) expenses of providing cable television service for each Lot. The annual assessment commencing January 1, 1998 shall not exceed Two Hundred Dollars (\$200.00) yearly per Lot, due annually. If the Association contracts for cable service in bulk, the annual assessment may increase by \$240 per year to a total of \$440 per year, notwithstanding the provisions of Section 4 below.

Section 4. Maximum Annual Assessment. 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

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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. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges for the common area or cable televisions charges shall not be included, but shall be automatically passed on as part of the assessment. 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 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, with or without interest, as the Board determines. In the absence of 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 will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the common area, or cable television charges for Lots.

Section 5. Annual Village Assessment. The annual Village assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area specific to the Village and the establishment of reserve accounts therefor; and (ii) the cost of labor, equipment, materials, management and, supervision of the Common Area specific to the Village; and (iii) all other general activities and expenses of the Association which are specific to the Village, including initial and yearly expenses for street lighting.

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Section 6. 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 authorized 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 7. Annual Unit Assessment. The annual Unit assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area specific to Bloomingdale - BL and the establishment of reserve accounts therefor; and (ii) the cost of labor, equipment, materials, management and, supervision of the Common Area specific to the Property; and (iii) all other general activities and expenses of the Association which are specific to the subdivision unit, including initial and yearly expenses for street lighting.

Section 8. 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 such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 617, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner.

Section 9. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property

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appurtenant to each Lot, and 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 Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area 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 which 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, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 10. 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 5 business days nor more than 10 days in advance of the meeting.

Section 11. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, 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 and the

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Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction will change as additional property is added to the Property, but is initially 1/10.

Section 12. 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 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 purposes.

Section 13. 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, but not earlier than January 1, 1998.

Section 14. 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.

Section 15. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection

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(including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those 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 16. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) 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. 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 escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 17. 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

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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. 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 18. 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 Bloomingdale - BL have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in Bloomingdale - BL have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in Bloomingdale - BL to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to 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. Notwithstanding the foregoing, if additional property

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is annexed and subjected to this Declaration in accordance with Article VIII, Section 4, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Control Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Control Committee established by the Association shall take over.

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, hereinafter referred to as the "Design Standards" for the purposes 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 specifications; 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.

In reviewing any particular application, the Committee shall consider whether its action will: (I) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof or color change be made

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until the plans and specifications 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 Bloomingdale - BL, (i1) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (111) 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. The Committee may 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 reasonable required by the Architectural Control Committee including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot and 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, exterior color scheme for original construction or color changes, lighting schemes, and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and

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(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 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.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

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 responsible or liable in any way for any defects in any plans or specifications,

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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 liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right 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.

Prior to the issuance of a certificate as set out in section 4 below, 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.

The initial construction of a dwelling on a Lot by a builder shall be subject to these provisions, but approval of plans and landscaping shall only be required once for any model plan. Thereafter, no plans or landscaping approval shall be required for construction of the same model on another Lot.

Section 4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 ½) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon

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such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. 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 Association. If the Board of the Association 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 thirty (30) 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. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

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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 any Builder of homes in Bloomingdale - BL 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 and dwellings; 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, unless the law allows for variance.

(b) Walls and Fences: All fences and walls shall be subject to the prior written approval of the Architectural Control Committee as to placement, location, height, materials, and finish, and shall comply with all governmental requirements. No fences shall be erected or permitted to remain without such approval. 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. No fence shall be permitted to the front of a point eight feet rearward from the front of the house. Side fences and front sections from the side to the house shall be six

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feet in height or less. ~~Corner lots may be fenced on the second front side as permitted by county ordinances.~~ Rear fences shall be limited to six feet in height or less. Notwithstanding the above, houses on lots that abut rear conservation areas shall be permitted fences to the rear of the house, with a maximum height of four feet.

(c) Subdivision of Lots: One or more Lots or Parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and so long as each Lot shall have an area at least as large as the smallest lot set forth on the Plat. In such event, the building and setback line requirements provided herein shall apply to such Lots as are subdivided or combined.

(d) 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 not be considered as a part of the Structure. No additional 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 not less than 1150 square feet for one-story dwellings, and not less than 1250 square feet for a two-story dwelling. The first floor of a two-story dwelling shall contain not less than 500 square feet.

Section 4. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 5. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall adopt standards

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for uniform mailboxes, which shall be the same design for each Lot, and shall designate an available supplier for all mailboxes, 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 6. Use of Outbuildings and Similar Structures. No Structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, provided this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds, construction trailers or other temporary structures during construction. No trailer, camper, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence, either temporarily or permanently. Outbuildings for appurtenant use may be erected within the setbacks specified in Section 2 above, if the Architectural Control Committee approves the use, location, and materials proposed for such outbuilding. No structural steel or aluminum sheds shall be approved. The architectural finish of any shed must be the same as that of the house, and the shed shall be properly screened as approved by the Architectural Control Committee. The plate height of a shed, exclusive of the roof, shall be no higher than seven feet, four inches above the slab on grade.

Section 7. Building Materials and Construction Activities. No building materials or equipment used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement to which same is to be used.

Any Owner allowing construction agrees to maintain job sites in a neat and orderly condition throughout construction and not to cause trash and debris to accumulate anywhere within subdivision. Such Owner agrees to keep roadways, easements, swales, and other property within subdivision clear of trash and construction materials at all times. If a violation of any of the terms and conditions of this Agreement occurs, Owner shall have twenty-four (24) hours from, Declarant or the Association notifying the Owner to remove or cure violation. Declarant or the Association shall

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have the right after twenty-four (24) hours notice to remove or cure violation and charge the Owner costs plus a fifteen (15%) percent administrative fee thereof. If the violation was caused by a contractor or subcontractor of the Owner, Declarant or the Association may prohibit the contractor or subcontractor from entering subdivision without any liability to Owner. Owner shall hold harmless and defend Declarant and the Association against all claims, damages, losses, including but not limited to attorney's fees, court costs to include appeals, incurred or suffered by Declarant or the Association as a result of taking such action.

Owner agrees to avoid altering or causing damage to the subdivision improvements during construction and assumes full responsibility for the cost of any repair of subdivision improvements necessitated by Owner's, his agent, employee, contractor or subcontractor damage.

Section 8. Completion of Construction. The Association shall have the right to take appropriate Court action, whether at 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 9. Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of four (4) dogs, cats, or other small household pets may be kept, provided that they are not

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kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section 9, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure fences when out of doors. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including but not limited to, the removal of the pet from Bloomingdale - BL if the pet has attacked or bitten a person or other person's pet.

Section 10. 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 Bloomingdale - BL.

Section 11. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a sign of not more than four (4) square feet in area may be used to advertise the Lot for sale or rent. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor 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 12. Perimeter Screening. Any and all walls, fencing, landscaping, or other screening installed by Declarant as part of the Work, together with the buffer walls, will constitute an improvement to each Lot upon or along which it is situated and the

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property of the Owner of such Lot, who shall be responsible for all costs of maintaining and repairing the 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 or on a Lot. To assure visual uniformity on the side of all such walls, fencing, or other screening facing the exterior perimeter of the Property or any street or road located therein, the Architectural Control Committee may establish when, how, and with what materials any required maintenance, repair, and replacement will be performed. If any Owner then fails to perform any such maintenance, repair, or replacement in the manner reasonable 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 and the Owner hereby grants the Association an easement to enter upon its Lot to perform such work. The Association shall be responsible for all costs of maintaining and repairing the exterior portions of walls, fencing, signs and landscaping located on wall, landscaping and planter easements, as shown on the plat.

Section 13. Sidewalks. The Owner of each Lot shall be responsible, at the Owner's sole cost and expense, for the installation of sidewalks on his Lot in accordance with the requirements of Hillsborough County ordinances. Installation of said sidewalks shall be completed concurrently with the completion of the residence, but in all events within three (3) years from the date of closing of sale of the Lot to Owner. Each Owner, at his sole cost and expense shall maintain the sidewalk on his Lot. To assure visual uniformity of sidewalks the Architectural Control Committee shall establish how and with what materials any installation, maintenance, or repair shall be performed. If any Owner fails to comply with the requirements of this Section after reasonable notice, the Association or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter any Lot for the purpose of maintaining the sidewalks and enforcing, without any limitation, all of the restrictions as set forth as part of this Declaration. All costs so incurred by the Association may be specifically assessed against

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such Lot as provided in Article IV, herein.

The Declarant reserves as part of the Common Area an easement for access over and on the sidewalks with said easement also being for the purpose of enforcing, without limitation, the reservations and restrictions set forth herein which shall include the repair and maintenance of the sidewalks.

Each owner shall have a cross easement appurtenant for use of the sidewalks, subject to the limitations and restrictions stated herein.

Section 14. 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. Notwithstanding the above provision, any tree which lies within the area on which a dwelling, driveway or pool is to be constructed, requires no approval from the Architectural Control Committee. All fuel tanks shall be buried. All garbage cans and all equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service, including but not limited to lines, pipes and wiring, to residences shall be underground.

Section 15. Use and Protection of Lakes and Ponds.

(a) The Private and Lake Areas of each Lake Lot shall be for the exclusive use and benefit of the Lake Lot Owner thereof subject, however, to the limitations, restrictions, and reservations stated herein:

The Declarant reserves as a part of the Common Area, an easement for access, ingress and egress over and on each Lake Lot with said easement also being for the purpose of enforcing without limitation the rights, reservations, and restrictions set forth herein.

The Association, or its duly authorized agents, shall have the

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right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any Private Area and Lake Area for the purpose: (I) of maintaining the Lake Area; (ii) or removing any improvement constructed or maintained upon such Private Area or Lake Area in violation of the provisions hereof; (iii) of restoring such Private Area as authorized; and (iv) of otherwise enforcing, without any limitation, all of the restrictions as set forth as a part of this Declaration.

The responsibility for repair and general maintenance of the lake Areas is that of the Association for the functional maintenance of drainage. The Association has the power to 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, culverts and related appurtenances. The individual lot owner shall have maintenance responsibility for all lake and pond areas as to aesthetic maintenance.

No Owner shall construct or maintain any improvement upon a Private Area which would, in the judgment of the Association, detrimentally affect the normal water level of the Lake Area. No docks, fences, or structures may be constructed on any Private Area or Lake Area unless prior written approval of the Architectural Control Committee is given. No Owner may fill a Lake, draw water from a Lake nor place solid material or liquids in a Lake. No Owner shall remove native vegetation (including without limitation cattails) that become established within any Lake or Lake Area. Prohibited removal shall include, without limitation, dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department.

(b) Each Lake Lot Owner shall have a cross easement appurtenant for use of the Lake which his Private Area borders subject to the limitations and restrictions stated herein.

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The use of the Lake Area and Lake shall be subject to the Homeowners Association Rules. There shall be no use of the Lake Area and Lake except natural recreational uses which do not injure or scar the Lake Area or Lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Private Areas, or in their enjoyment of the Lake Area.

(c) Neither the Declarant nor the Association shall be responsible for control over the level of water in any Lake. Nor shall Declarant or the Association be liable for damages in any way for an increase or decrease to the water level of any Lake Area or Lake. Each Owner agrees that he will not bring any action or suit against Declarant or Association to recover for any damage caused by an increase or reduction in the water level of any Lake Area or Lake.

Section 16. Boats. Boats or any flotation devices are prohibited on all Lakes and ponds.

Section 17. Swimming Pools. 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 for such structures, and as required by applicable law.

Section 18. 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 seeding, watering, and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery 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 Association. If the Association Board shall agree with the determination of the Architectural Control Committee, then the Board shall give written notice by

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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 reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the Architectural Control Committee and the Association 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 19. Antennae and Clotheslines. No radio or television transmission or reception antennae, apparatus or tower shall be erected on the Property or any Lot or Structure. Notwithstanding the above, a satellite dish antenna eighteen inches (18") in diameter or smaller may be installed on the rear side of the dwelling and not visible from the street in front of the dwelling, or in the rear yard with landscape screening and in any case with approval of the Architectural Control Committee. No clothesline shall be installed in the yard of any Lot, without the prior approval of the Architectural Control Committee.

Section 20. Window Treatment and Air Conditioners. All window treatments shall be commercial products designed for that purpose. No newsprint, foil, or other material not made for windows shall be used as a window treatment. No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 21. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, recreational vehicles, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages. 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. Passenger automobiles shall not be parked on any street overnight. 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.

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There shall be no major or extended repair or overhaul performed on any vehicle on the Lots. All vehicles and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the owner thereof.

Section 22. 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. All garbage and trash cans and containers shall be kept in the garage or in the rear yard, screened to conceal them from view of neighboring Lots and streets, except on the days of collection. 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 request of the Architectural Control Committee or the Association. Trash for pickup may be put out no more than 24 hours prior to pickup, and trash containers must be stored not more than 24 hours after pickup.

Section 23. 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 24. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

Section 25. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 26. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to

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water, telephone, cable television and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 27. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality. No vehicular access to any Lot having double frontage along a designated collector road and another roadway segment shall be permitted from the right-of-way of the designated collector road.

Section 28. 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, garage doors shall be closed. Garages shall be used only for parking motor vehicles, hobbies, and storing Owner's household goods.

Section 29. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be erected, maintained, or permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 30. Roofs, Eaves, and Gables. All roofs shall have a slope or pitch of a minimum of five feet of rise for each twelve feet of lateral distance, or 5/12, unless otherwise approved by the Architectural Control Committee. Roofing materials shall be composition shingles of a type and weight acceptable under FHA and VA minimum property standards. All shingles shall be fungus resistant if other than black.

Section 31. Tennis Courts and Basketball Goals. Tennis courts are permitted at locations as approved by the Architectural Control Committee. Lighting of tennis courts is prohibited after 9:30 PM on any evening until the following sunrise. Permanent placement of basketball goals is prohibited. Portable basketball

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goals may be used provided that their use is limited to the driveway area of a lot, they are stored out-of-sight when not in use, and they are not used in such a way or at such a location as to result in the ball or players going beyond the lot on which the goal is being used.

Section 32. Clearing and Landscaping. Any clearing on a Lot in excess of that required for the dwelling footprint and access thereto plus two feet, must be approved by the Architectural Control Committee and should be kept to a minimum. Landscaping with Floridascape plant species is recommended, with minimum areas of sod. The streetscape and sidewalk area must be fully sodded and irrigated. The Architectural Control Committee may adopt standards for landscaping which include requirements for Floridascape plantings for water conservation.

Section 33. Building Exteriors. All exterior colors and changes thereto shall be subject to review and approval by the architectural control committee prior to the application or change. All fire chases or chimneys shall be of stucco, brick, or the same material finishing the facing or siding of the house.

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) All easements provided for in this Declaration.

The appearance of any easement area on a Lot and all improvements in or on it shall be maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or

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destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

To the 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 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 involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. 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 thirty (30) days after written notice sent by

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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, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, 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 or 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 representatives, 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 ten (10) 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.

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Section 4. Amendment; Additional Phases. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as Brandon Properties Partners, Ltd. (even after an assignment of Declarant status to another) or the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of Brandon Properties Partners, Ltd. (even after an assignment of Declarant status to another) or the Declarant under this Declaration.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of four (4) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Bloomingdale - BL. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District. Every purchaser or guarantee 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. Annexation of Additional Property. Within five

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(5) years of the date of execution of this Declaration, Declarant may add lands to the Property described herein, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Control Committee and the Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require prior approval of the FHA/VA: annexation of additional land, dedication of Common Area, and amendment or termination of this Declaration.

Section 7. Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the 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 or By-Laws to the contrary.

Section 8. 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 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

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shall include the singular, and any gender shall include the others.

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. Unless otherwise stated herein, 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. 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.

ARTICLE XII.

DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Community Safety. Notwithstanding anything contained herein or in the articles of incorporation, by-laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Governing Documents"), neither the Association nor the Developer nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Bloomingdale - BL including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the

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properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Governing Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Section 2. Claims and Actions. Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

Section 3. Natural Hazards. The Property contains corridors, trails and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or common areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

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Section 4. "Association". As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the developer, which shall be fully protected hereby.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared in the presence of

Brandon Properties Partners, Ltd., a Florida limited partnership

Angela Dimm

By: Shimberg Cross Company, a Florida corporation, general partner

ANGELA DIMM
(Print name signed above)

Kathy Murphy

Galen Custard

By: Galen Custard, As its: vice president

Kathy Murphy
(Print name signed above)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me 29th day of May, 1998, by Galen Custard as vice president of Shimberg Cross Company, as General Partner of Brandon Properties Partners, Ltd, a Florida limited partnership, who is personally known to me or who produced N/A as identification

Kathleen Julie Murphy
Notary Public
State of Florida

My Commission Expires: April 2, 2000

Kathleen Julie Murphy
(Printed, Typed or Stamped Name of Notary)

Commission Number: CC 545006



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OR BOOK 09077 PAGE 1535

EXHIBIT "A"

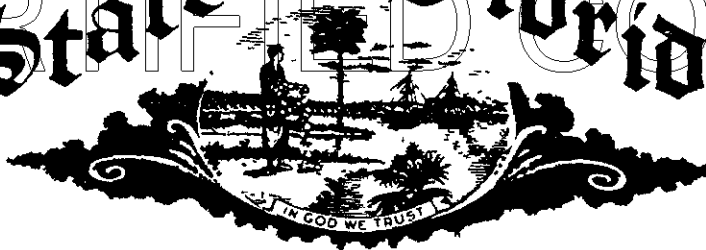
DESCRIPTION: A parcel of land lying in Sections 7 and 8, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of BLOOMINGDALE SECTION "R" UNIT 1, according to the plat thereof as recorded in Plat Book 59, Page 48, Public Records of Hillsborough County, Florida, run thence along the North boundary of said BLOOMINGDALE SECTION "R" UNIT 1, S.89°41'25"W., 1208.28 feet to the Northwest corner of said BLOOMINGDALE SECTION "R" UNIT 1, also being a point on the Easterly right-of-way line of Erindale Drive, as recorded in Official Record Book 4741, Page 493, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following two (2) courses: 1) N.04°54'00"W., 437.71 feet to a point of curvature; 2) Northerly, 592.25 feet along the arc of a curve to the right having a radius of 708.00 feet and a central angle of 47°55'43" (chord bearing N.19°03'52"E., 575.13 feet); thence S.46°58'17"E., 604.11 feet; thence N.42°55'51"E., 506.00 feet to a point on the Southerly right-of-way line of Lithia-Pinecrest Road (County Road 640); thence along said Southerly right-of-way line the following two (2) courses: 1) S.47°04'10"E., 373.42 feet to a point on the East boundary of the Northeast 1/4 of the aforesaid Section 7; 2) S.47°00'48"E., 483.05 feet to the Northerlymost corner of MASON OAKS, according to the plat thereof as recorded in Plat Book 65, Page 8, Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said MASON OAKS, S.43°02'45"W., 520.43 feet to a point on the Easterly boundary of the Southeast 1/4 of the aforesaid Section 7, said point also being on the Easterly boundary of the aforesaid BLOOMINGDALE SECTION "R" UNIT 1; thence along said Easterly boundaries, N.00°01'11"E., 32.60 feet to the POINT OF BEGINNING.

Containing 25.076 acres, more or less.

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State of Florida



Department of State

EXHIBIT "B"

I certify the attached is a true and correct copy of the Articles of Incorporation of BLOOMINGDALE - BL HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on May 18, 1998, as shown by the records of this office.

The document number of this corporation is N98000002886.

OR BOOK 09077 PAGE 1536

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of May, 1998



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

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ARTICLES OF INCORPORATION OF BLOOMINGDALE - BL HOMEOWNERS' ASSOCIATION, INC.

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 MAY 18 PM 2:16

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 BLOOMINGDALE - BL HOMEOWNERS' ASSOCIATION INC., hereinafter referred to as the ("Association"). The principal and mailing address of this corporation shall be 611 West Bay Street, Tampa, Florida 33606.

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, as such term is defined in the Declaration of Covenants, Conditions, Restrictions, and Easements for Bloomingdale Section BL, which will be recorded among the Public Records of Hillsborough County, Florida, (hereinafter called "Declaration"), in the development located in Hillsborough County, Florida, known as Bloomingdale BL. The Association is also formed to maintain the privately owned areas of Bloomingdale EE which are not maintained by their owners.

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:

1. Maintain, repair, improve and insure the Common Area as defined in the Declaration and other real or personal property

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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;

2. Make and collect assessments from its Members;
3. Pay all Association expenses;
4. Acquire title to and exercise all rights of ownership in and to any real or personal property;
5. Own and convey real or personal property;
6. Make, amend and enforce reasonable rules and regulations for the use of the property it owns or maintains;
7. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association.
8. Sue and be sued;
9. Contract for operation and maintenance services.
10. Require all Owners to be members of the Association.
11. Exist in perpetuity, but in the event that the Association is dissolved, the Common Area including the surface water management system shall be conveyed to an appropriate agency of local government, or if not accepted to a nonprofit corporation with similar purposes.
12. 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

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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 Parcel.

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 three (3) votes for each Lot owned. Class B 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:

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(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(ii) January 1, 2003 or

(iii) When the Declarant waives in writing its right to Class B 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

Galen Custard
611 West Bay Street
Tampa, Florida 33606

Mike Whitlow
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 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

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

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

Vice President: Galen Custard
611 West Bay Street
Tampa, Florida 33606

Secretary/Treasurer: Mike Whitlow
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 altered as follows:

1. An amendment may be proposed by any Member or any Director prior to a meeting at which it will be considered.
2. Notice of the subject matter of the proposed amendment 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

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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 two-thirds (2/3) of the Lot Owners 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.

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 SUBSCRIBER

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

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Daniel L. Molloy
325 South Boulevard
Tampa, Florida 33606

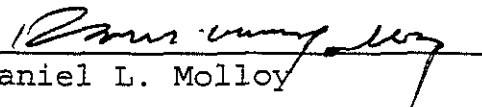
ARTICLE XI
RESIDENT AGENT

The Resident Agent of the Association, for purposes of accepting service of process shall be Daniel L. Molloy, whose address within the State of Florida is 325 South Boulevard, 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 this 15th day of May, 1998.


Daniel L. Molloy

THIS IS NOT A
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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:

BLOOMINGDALE - BL Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, with its principal place of business at 611 West Bay Street, Tampa, County of Hillsborough, State of Florida, 33606, has named Daniel L. Molloy, located at 325 South Boulevard, Tampa, County of Hillsborough, State of Florida, 33606, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

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.


Daniel L. Molloy

DATED: 5/15/08

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DIVISION OF CORPORATIONS
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BY-LAWS
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BLOOMINGDALE - BL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
General

Section 1. Definition and Operation. Express reference is here made to the Declaration of Covenants, Conditions, Restrictions and Easements of BLOOMINGDALE- BL (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 or the Declaration control anything to the contrary in these By-Laws.

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

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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 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 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 meetings, 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.

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

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

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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 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 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) day 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 provisions of the Articles or Declaration govern.

ARTICLE III
Board of Directors

Section 1. Number and Composition. Except as expressly

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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 voting power as set forth in the Declaration,, shall be Association members. Each Director continues in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, or disqualified or otherwise unable to serve.

Section 2. Standard of Case. Each Director shall perform all duties as a Director, including duties as a committee member, (1) in good faith, (ii) in a manner such Director reasonably believes to be in the best interests of this Association, and (ii) with such care as an ordinary prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on 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 the service rendered to this Association as a Director.

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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.

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 immediate 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 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 (i) by any three Directors.

Section 3. Quorum. Except where the provisions of the

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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 required 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 is disclosed or known to the Board of Directors that authorizes, approves, or ratified 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 ratified 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

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to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A Director's presence at any meeting constitutes a waiver of notice of such meeting and 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. Information 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 communication 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 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 and 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

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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 right to services 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, 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 see 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 procedures as the Board deems advisable, in addition to imposing the sanctions provided by Article V, Section 4, of these

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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 to 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. The Board also must present a current statement of income and expense when requested in writing by Members entitled to cast at least twenty percent (20%) of the Membership votes outstanding. As and when necessary or appropriate, 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 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. The Association must keep correct and complete (1) books and records of account; (ii) minutes

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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 proceedings 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, 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 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.

Section 6. The official Association records shall include:

- (1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (2) A copy of the bylaws of the Association and of each amendment to the By-Laws.
- (3) A certified copy of the articles of incorporation of the Association and of each amendment thereto.

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(4) A copy of the declaration of covenants and a copy of each amendment thereto.

(5) The copy of the current rules of the Homeowner's Association.

(6) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.

(7) A current roster of all members and their mailing addresses and parcel identification.

(8) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(9) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(10) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

c. All tax returns, financial statements, and financial reports of the Association.

d. Any other records that identify, measure, record or communicate financial information.

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

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one year, and until their respective successors are qualified, unless any such officer 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 Officers. 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 officer 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: (1) is entitled to preside at all meetings of the Board and the Membership; (ii) sees that orders and resolution 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.

(c) Secretary. The Secretary: (1) 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: (1) causes the receipt and deposit into appropriate bank accounts of all Association

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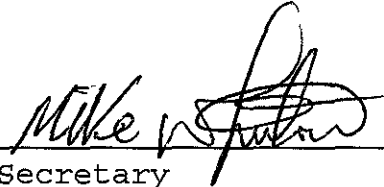
monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of account; (iv) with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its annual meeting; and (v) reports to the Association on a quarterly basis as to the financial status of the Association. Any officer additionally may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

**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.

ATTESTATION

IN WITNESS WHEREOF, the undersigned Secretary has signed this document for the purpose of authenticating it as the By-Laws of BLOOMINGDALE - BL HOMEOWNERS' ASSOCIATION, INC. a Florida corporation not for profit, as adopted by its Board of Directors this 08 day of 06, 1998.


Secretary