**Neighborhood Name: Bloomingdale Estates (Sections D1 - D3), 1980**

**Section D3: 56 Residences, non-mandatory homeowners association (BHA)**

1. USE: No lot shall be used except for residential purposes. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories, or 40 feet in height, whichever is less, and only patios, porches, garages, carports, a swimming pool, tennis court landscaping, walls, fencing, driveways and sidewalks, appurtenant thereto. Each dwelling must have a minimum of a two-car, but no greater than four-car, garage or carport.

2. OUTBUILDINGS PROHIBITED: No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. Cabana or pool houses shall be permitted.

3. MINIMUM RESIDENCE SIZE: No dwelling shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, carport or garage, shall be not less than 1600 square feet for a one-story dwelling, and not less than 1900 square feet for a split-level or two-story dwelling.

4. MINIMUM LOT SIZE: No dwelling shall be constructed on a Lot or plot having an area of less than 10,000 square feet. No Lot shall be divided, re-subdivided, or reduced in size by any method whatsoever, unless all portions of said Lot be used to increase the size of the adjacent Lot(s) or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, re-subdivided, or reduced in size by any method whatsoever, without the prior written consent of Developer. All plots formed as a result of the foregoing shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided, or reduced in size by any method-whatsoever, or changed back to the original configuration, without the prior written consent of Developer. More than one (1) Lot under one ownership may be used for one (1) dwelling, in which event, this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat.

5. SETBACKS: The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer to the front lot line than 30 feel No dwelling or other structure shall be erected closer than 30 feet to a rear lot line, or closer than 10 feet to any side interior lot line, except for a swimming pool. No swimming pool or outbuilding shall be erected within any easement, or closer than 15 feet to a rear lot line or closer than 15 feet to any side interior lot line. No dwelling or other structure situated on a corner lot shall be erected closer than 25 feet to any street right-of-way. Setback lines for odd shaped lots shall be as nearly as possible as set out as nearly as possible as set out for the purpose of determining compliance with the foregoing, porches shall not extend beyond any setback lines, but eaves, stoops, wing walls, and steps shall not be considered as part of the building, and may extend beyond any setback lines, provided however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon any other lot.

6. STRUCTURES GENERALLY: No building or other structure, other than a builder's temporary structure, shall be erected on any Lot prior to the construction of a dwelling. A garage, carport or any other permitted structure, whether built simultaneously with or subsequent to the construction of a dwelling, shall be substantial and shall conform architecturally with the dwelling. No carport shall be built unless the side of the carport facing the street is constructed as part of the dwelling with entry only from the side or rear. Visual protection from carports shall be afforded all adjoining property by construction of either a six-foot (6') high wall integrated as part of the dwelling, or a fence or landscaping of equal height, which shall be maintained, repaired or replaced if damaged.

7. NUISANCE PROHIBITED: No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraphs 25 and 26 of this Article. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot without limiting the generality of the foregoing:

a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and such other inherently dangerous activities shall not be pursued or undertaken on any Lot.

b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding property.

8. ON SITE CONSTRUCTION REQUIRED: No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by the Developer or builder in connection with construction work and activities engaged upon any Lot, or any approved utility building or outbuilding.

9. ANIMALS: No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pet may be kept provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit, or allow the dog to stray, run, be, go in, or in any manner be at large in or upon any public street; or the private property of others without the express or implied consent of the Owner thereof; and provided further that no more than a total of two animals may be kept on any Lot.

10. SIGNS: No signs of any kind including "For Rent", "For Sale", and other similar signs shall be displayed to the public view, erected or maintained on any Lot except for (1) professionally lettered sign not more than two feet square in size, advertising the property for sale or rent; and except for signs approved by Developer used by a builder to advertise the Lot(s) during the construction and sales period; or except as may be required by legal proceedings.

11. EXTERIOR ATTACHMENTS: No clotheslines or clothes hanging devices exterior to a residence, and no exterior radio, television, electronic or like antennas, aerials or transmission or receiving tower(s) apparatus or devices; or other similar or dissimilar exterior attachments shall be installed, permitted, or located on any Lot in such manner or location as to be visible from the public streets and/or neighboring Lots.

12. UTILITY EASEMENTS: Easements for installation and maintenance of utilities are reserved as shown on the recorded subdivision plats of the Property. Within these easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible.

13. TREES: In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or clear cutting of trees shall be performed in violation of law, or of this Declaration.

14. FENCES, WALLS AND HEDGES: Fences, walls and hedges may be constructed or maintained only as permitted by Developer, but in no event to exceed six (6) feet in height. No fence, wall or hedge shall be constructed or maintained between a front street and front dwelling line or between a side street and the side dwelling line, provided, however, that a decorative wall or entrance forward of the front dwelling line or forward of the side dwelling line fronting a side street may be permitted if it conforms architecturally and aesthetically with the dwelling.

15. SIDEWALKS: Simultaneously with the construction of a dwelling on any Lot, a four-foot (4') wide cement sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with Site Plan approved by Developer.

16. PONDS, CYPRESS TREES AND CONSERVATION AREAS: Any ponds or other water retention area on Lots within the Property are for the exclusive use of the owners and occupants of those Lots on which such ponds are located. The area(s) shown as "conservation area" or "drainage retention area", on any recorded plat of the Property, shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or bionomics thereof, is hereby prohibited. It is the intention of the Developer that these areas shall not be changed, disturbed, used, affected or molested whatsoever, except as permitted by law. Notwithstanding the foregoing, the Developer may change, disturb, and affect such areas as permitted or required by law in the course of the development of the Property or the Developer's other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this paragraph, to be the present and existing condition, character and state thereof.

17. COMMERCIAL USES: No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that real estate brokers, Owners, and their agents may show dwellings for sale or lease, and except as set forth in Paragraphs 25 and 26 of this Article.

18. REQUIRED ENCLOSURES: All garbage or trash containers, oil tanks, bottle gas tanks, water tanks, water softeners, woodpiles, air conditioners, pool equipment, and other similar items, structures, equipment, apparatus or installations be placed under the surface of the ground or within walled or fenced-in areas so as not to be visible from the public streets and/or neighboring Lots.

19. APPEARANCE OF LOTS: No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, unlicensed vehicles or portions thereof, or similar unsightly items, no furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling, shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets and/or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twenty four (24) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing 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 in which same is to be used.

20. LOT UPKEEP AND MAINTENANCE: All Lot Owners with completed residences thereon shall keep and maintain such Owner's Lot, together with the exterior of all buildings, structures, and improvements located thereon, in a first class, neat attractive, sanitary and substantial condition and repair, including without limitation, having the grass regularly cut, and the exercise of generally accepted garden management practices necessary to promote healthy, weed free environment for optimum plant growth, painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

21. MOTOR VEHICLES: Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, van, aircraft, glider, truck, trailer, bus, motorcycle, automobile, or other motor vehicle shall be permitted to remain on any Lot or public street within the Subdivision, unless inside a garage or otherwise parked, stored or located in such manner and location on a Lot so as not to be visible from the public streets and/or neighboring Lots.

A private passenger vehicle (automobile) owned or used by the Owner or occupant of any Lot, may only be parked in the Subdivision on a driveway, or in a garage or carport.

No Owner or occupant of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, or on any public trailer, aircraft, or other vehicle on any portion of any Lot, or on any public street in the Subdivision except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

No truck or any kind of school bus shall be in the Subdivision or any Lot or public street therein for a period of more than four (4) hours, unless the same is present in actual construction, repair or maintenance of any Lot, or the buildings and improvements located thereon, or the actual loading or unloading of goods, household effects, materials or equipment used in connection therewith.

22. INITIAL CONSTRUCTION, REPAIR AND REBUILDING: Construction of any dwelling or other structure or improvement shall be completed within eighteen (18) months from the date of commencement of construction thereof.

No building, structure or improvement which has been partially or totally destroyed by fire or other casualty shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within six (6) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to Developer for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design difference from that which existed prior to the date of the casualty.

Every building, structure or other improvement, the construction, repair, rebuilding or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction, until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, and other similar causes.

23. CONTRACTORS: All buildings, structures or improvements placed on any Lot shall be erected by a licensed contractor.

24. STREET LIGHTING: Each Lot is subject to the power and authority of the County Wide Lighting District created by Hillsborough County. If at any time hereafter Developer or its successors request that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as other-wise provided by Law, comprised in whole or in part by the Lots, or any of them, all Owners of such Lots will, upon written request by the Developers:

(i) Join in any petition to the Board of County Commissioners requesting the formation of a street lighting district;

(ii) Grant any easement rights which may be required therefore, without payment of any compensation;

(iii) Pay any assessments imposed on their Lots by such street lighting district; and

(iv) Join in any petition to annex contiguous property to the street lighting district.

25. EXEMPTION OF DEVELOPER: Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, or its designated assigns or its or their contractors or subcontractors, from doing or performing on all or any part of the Property owned or controlled by Developer or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

a) erecting, construction, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

b) conducting thereon its business of completing the development and establishing the Property as a residential community and disposal of the Property in Lots by sale, lease, or otherwise; or

c) erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the Property.

All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Developer and its designated assigns.

26. EXEMPTION OF DEVELOPER AND DESIGNATED BUILDERS: Every person, firm or corporation purchasing a Lot recognizes that Developer, or a builder designated in writing by the Developer, shall have the right to:

a) Use Lots and residences erected thereon for sales offices, field construction offices, storage facilities, general business offices, and

b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient.

c) Erect and maintain such signs on the Lots in connection with the uses permitted in (a) and (b) above.

Developer's and builder's rights under the preceding sentence shall terminate on December 31, 1994, unless prior thereto Developer has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Developer's or builder's sales activity relating to the Property, but shall benefit Developer, or builder in the construction, development, and sale of such other property and lots which Developer or builder may own.

All provisions of this Decimation in conflict with this Paragraph shall be deemed inoperative as to Developer or a designated builder.

**ARTICLE III**

**Architectural Control**

1. APPROVAL BY DEVELOPER: in order to assure that the residences and other buildings, structures and improvements in the Subdivision will preserve a uniformly high standard of construction, and in order to create, maintain and preserve an attractive, unique, and exclusive residential Subdivision, with harmony in design and location in relation to surrounding buildings, improve topography, with homogeneity in density, size and materials of the structures, and appearance of the Lots, the Developer shall have the power and authority to regulate the appearance of all buildings, structures, and improvements on any Lot. The power to regulate shall include the power to prohibit those buildings, structures, or improvements, deemed inconsistent with the provisions of this Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property as a residential community with exclusive, unique and desirable aesthetic qualities.

No building, structure or, improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete Plans and Specifications for such building, structure and/or improvement and a detailed Site Plan showing its proposed location, and the Developer shall have approved such Plans and Specifications and detailed Site Plan, in writing. The approval of said Plans and Specifications by Developer may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of Developer with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the quality of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed building, structure or improve harmony of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of Plans and Specifications and a detailed Site Plan as finally approved shall be retained by Developer for its permanent records. It is the intention of this provision to vest in Developer the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the Plans and Specifications and detailed Site Plan as approved by Developer, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever: shall be made to the exterior of the building, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without Developer's prior written approval in the manner above provided.

All of the foregoing approvals of Developer shall not be unreasonably withheld so long as such original Plans, Specifications and detailed Site Plan or such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The Developer's approval, disapproval or conditional approval shall be endorsed upon the Plans and Specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by Developer. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within thirty (30) days after submission.

2. EXCULPATION OF DEVELOPER: Developer cannot and shall not be held responsible, or be liable to any person whomsoever in any manner whatsoever, for any loss or damages arising out of or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and/or specifications and/or site plan, or for any error in structure, design or any non-conformance with applicable building codes and/or local laws or regulations in the plans and/or specifications and/or site plan, nor for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

**ARTICLE IV**

**Miscellaneous**

1. AMENDMENTS, MODIFICATIONS AND EXCEPTIONS BY DEVELOPER: Notwithstanding any provision of this Declaration to the contrary, Developer reserves the right and authority, at its sole discretion, for a period of twenty one (21) years from the date of recording this Declaration, to change, amend, modify or grant exceptions, variances, waivers, or releases from any of the easements, covenants or restrictions set forth in this Declaration, as the same may apply to any particular Lot or Lots, or all of the Property, without notice to or approval by Lot Owners and without any liability therefore to Lot owners or to any other person or entity, whether private or governmental. Such amendments, changes, modifications, exceptions, variances, waivers or releases shall be substantially consistent with the general plan of development set forth in this Declaration. All amendments, modifications, exception or variances, reducing the minimum residence or lot size, or setbacks of up to ten percent (10%) or pertaining to fence size, location, or composition, or pertaining to the location of structures on a Lot, shall be conclusively deemed to be within the reasonable authority and prerogative of the Developer under this paragraph, but no such amendment shall directly affect any Lot without such Lot Owner's specific request or approval. In addition to the foregoing, the Developer (with the consent of the Owner of the Lot directly affected) hereby expressly reserves the right to re-plat any two (2) or more Lots shown on the plat of any said Property, in order to create a modified building Lot or Lots, and to take such other steps as are reasonably necessary to make such re-plotted Lots suitable and fit as a building site including the relocation of easements, streets and rights-of-way to conform to the new boundaries of said re-plotted Lots; provided that no Lot originally shown on a recorded plat is reduced by more than 15 percent from its original size, but further provided, that any such Lot may be reduced in size to 15,000 square feet whether or not such reduction in size is more than 15 percent of the area of the Lot as originally platted. Any change, amendment, modification, waiver, exception, variance or release made pursuant to this Paragraph shall not be effective until an instrument evidencing the same has been duly recorded.

2. AMENDMENT AND TERMINATION: The covenants and restrictions of this Declaration may be amended or terminated at any time and from time to time by an agreement signed by Developer, joined by at least the Owners of sixty percent (60%) of the Lots subject to this Declaration. Any such amendment or termination shall not be effective until the instrument evidencing such has been duly recorded.

By way of clarification, this process of amendment does not apply to annexations, additions, changes, amendments, modifications, exceptions, waivers, variances or releases, permitted under Paragraphs I of this Article. Every purchaser or subsequent grantee of any interest in any Property now or hereafter made subject to this Declaration by 'acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended or terminated as so provided.

3. DURATION: Unless terminated or amended as provided in this Article, all of the easements, covenants and restrictions and other rights and obligations set forth in this Declaration shall run with the land and shall be binding upon all parties and persons claiming under them, for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless so terminated or amended as provided in this Article.

4. AMENDMENTS OPERATE PROSPECTIVELY: No amendment made pursuant to Paragraphs 1 & 2 or 3 of this Article, shall require a Lot Owner to alter or remove any buildings, structures or improvements, constructed in compliance with this Declaration existing on (i) the date on which the construction of such building, structure or improvement commenced; (ii) the date on which such Owner took title to his Lot, if the construction of such building, structure or improvement commenced within 180 days of his taking title.

5. DELEGATION: Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer.

6. ENFORCEMENT: If any person, firm or corporation or their heirs, successors or assigns shall violate or attempt to violate any of the easements, covenants or restrictions of this Declaration, it shall be the right of the Developer, or any person or persons owning any Lot, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate this Declaration whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing this Declaration.

Failure by Developer or any other person or entity to enforce any provisions of this Declaration upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such person or as to similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with this Declaration, shall not prevent the Developer or any of the Lot Owners from enforcing this Declaration.

7. SEVERABILITY: Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

8. DEED RESTRICTIONS: Developer may include in any deed hereinafter made conveying Lots, any additional restrictions or covenants not substantially inconsistent with this Declaration, any additional utilities, drainage or other easements.

9. APPLICATION: Notwithstanding anything apparently to the contrary contained herein, this Declaration shall not affect in any manner whatsoever, any property other than the Lots specifically identified as being subject hereto.

10. GENERAL PUBLIC: This Declaration does in no way grant or confer upon the general public any right, interest or benefit whatsoever.

11. HEADINGS AND BINDING EFFECT: Headings are inserted solely for the convenience of reference and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. The easements, covenants, restrictions and all other rights and obligations set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and designated assigns of the Developer and all persons claiming by, through or under Developer, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots subsequently executed.