

Section L

Fairway Manor

1. Use Restrictions: No lot contained within The Property, (hereinafter "lot" or "lots") shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height. No utility buildings or sheds shall be allowed. Per amendment. Notwithstanding the foregoing, a builder may maintain model homes for the purpose of marketing homes that such builder is building, has built or intends to build on the Property, and nothing in the preceding three sentences shall be construed to limit the rights of a builder to maintain such model homes.
2. Temporary Structure: 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 may be erected on any lot for other than residential purposes except a builder's temporary structure which Developer has approved in writing prior to its being placed on The Property.
3. Living Area: The living area of the main structure exclusive of garages, shall not be less than 1,200 square feet for a one-story dwelling, and less than 2,000 square feet for a two-story dwelling. All main structures, exclusive of garages, situated on lots adjacent to the golf course shall contain a living area of not less than 2,000 square feet.
4. Lot Area: No dwelling shall be constructed on a lot having an area of less than 7,500 square feet. Front, rear and side setback requirements, as established by County ordinance in effect at the time of construction, shall be complied with, provided, however, that in no event shall any building be erected closer than 15 feet to the front lot line or rear lot line, or closer than 7 feet to any interior side lot line. No building situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.
5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. However, no more than four (4) household pets shall be permitted.
7. Signs: No sign of any kind shall be displayed to the public view on any lot except for one (1) professionally lettered sign not more than two (2) feet square in size advertising The Property for sale or rent, and except for signs used by a builder to advertise The Property during the construction and sales period. No pool company signs shall be permitted to be displayed on any lot.  
  
Notwithstanding anything contained herein to the contrary, Developer shall have the right to construct two (2) entryway signs identifying The Property as Bloomingdale Golf Course Estates.
8. Waste Disposal: No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar structures or installations shall be placed under the surface of the ground or in fenced areas or screened with shrubbery so as not to be visible from the street or objectionable to adjacent residence.
9. Fences: No chain link fence may be placed on a lot. No fence shall be placed any closer to the street than a dwelling could be placed on a lot and no fence situated on a corner lot shall be erected closer than 15 feet from any street right-of-way.
10. Roofs: Gravel type roofs may not be used except on flat roof surfaces.
11. Driveways: All driveways shall be cement.
12. 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.
13. Maintenance: Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements: Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on recorded plat. 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 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.
15. 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 or fill or cutting of trees shall be performed in violation of law.
16. Vehicles: No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer, car or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except in such a location as to not be visible from the street. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, shall be parked, permitted, stored or located upon any lot in such manner or location as to be visible to any other lot or from the street.
17. Per amendment: There is hereby created an Architectural Control Committee for the purposes hereinafter set forth in the Paragraph 17. The Architectural Control Committee shall be composed of three persons, one of whom shall be designated by Developer, one of whom shall be designated Rittenhouse Homes Corp., a Florida corporation and the assignee of a contract purchased of Developer, and one of whom shall be designated by the owner or owners of the remainder of the lots in the Property, in each case inclusive of their successors and assigns. If any one of the three aforementioned parties shall fail to designate a representative to act as a member of the Architectural Control Committee, the Architectural Control Committee shall be constituted with as many members as shall be designated. Each designee shall have one vote; and any matter coming before the Architectural Control Committee shall be determined by a majority of votes; a tie vote on any matter before the Architectural Control Committee shall be deemed to be a disapproval of such matter. Members of the Architectural Control Committee shall serve without compensation and without any reimbursement of out-of-pocket expenses.

Architectural Control: No building, wall, sign, flag, pennant, fence or other structure or improvement of any nature shall be erected, placed or altered on the Property unless the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been submitted to the Developer in duplicate and approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and site plan so approved. Refusal or approval of plans, specifications and site plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole discretion of the Architectural Control Committee seem sufficient. Any change in the exterior appearance of any building, wall, sign, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee may designate a representative to act for the Architectural Control Committee and may employ personnel and consultants to act for it.

Prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, walkways and ground elevations, shall be maintained in accordance with the above mentioned plans unless the prior approval for any substantial change is obtained from the Architectural Control Committee.

All submittals shall be submitted to Architectural Control Committee in duplicate prior to any such construction, modification, alteration or any other changes to the structures, walls, etc., Architectural Control Committee shall have fourteen (14) working days from receipt of such submittals in which to approve or disapprove.

18. Casualty: No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If reconstruction or repair of any such building or improvement is not so commenced with six (6) months, the Owner thereof shall raze or remove the same promptly.
19. Construction: Every building, structure or other improvement, the construction of which has begun on The Property, shall be diligently and continuously prosecuted after the beginning of such construction or placement 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, or similar causes, within twelve (12) months from the date of commencement of construction thereof.

20. Wall: The Owner shall place, build, erect, and/or install a six (6) foot high masonry wall along the Property line adjacent to Erindale Boulevard and Culbreath Road. No person, without the express written consent of Developer, or its successors or assigns, shall paint, deface, alter the appearance, change or renovate, such wall in any manner whatsoever, nor shall any attachments be made thereto of any nature. It is intended that once the Owner constructs said wall, no person shall change the architecture or visual appearance, or affect the structural integrity, of such wall without the express written consent of Developer, or its successors or assigns.

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21. Conservation Area: The area(s) shown as "conservation area", "retention" or "detention" area or "ponds", or "drainage, easements", (if any) on the recorded plat of The Property shall be left to remain and survive intact, in its present, natural condition and state. The disturbance in any manner of the existing, natural condition, character and state of the "conservation areas", "retention" or "detention" areas or "ponds", or "drainage easements", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the Developer that the conservation areas", "retention" or "detention" areas or "ponds", or "drainage easements", shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.
22. Golf Course Restriction: Special restrictions affecting Golf Course Property:
- a) Golf Course Easement: For the benefit of the Golf Courses, and appurtenant to and running with said land, there is hereby created exclusive rights and easements as hereinafter described and defined in Paragraphs a through f of this Article, over, upon, through and across, that portion of The Property which now comprises the lake area adjacent to the Golf Course or ten (10) feet there from hereinafter referred to as Golf Course Easement Area. All such easements and rights are collectively referred to as the "Golf Course Easement".
  - b) Walls, fences, Etc., Bordering Golf courses: To promote an "open space" atmosphere for the benefit of the Golf Course, no solid line of fence, wall or shrubbery will be permitted on the Golf Course Easement Area.
  - c) Right of Access to Lots and Golf Course Easement Area: Until such time as a residence is constructed on The Property, the Developer reserves the right and easement to permit and authorize registered golf course players and their caddys to enter upon all or any part of The Property to recover or play a ball (subject to the official rules of the Bloomingdale Golf Club) without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to the Golf Course Easement Area, and for the limited purpose of retrieving and recovering a golf ball, or other object accidentally coming upon such Golf Course Easement Area. Players or their caddys shall not be entitled to enter upon any such lot, or the Golf Course Easement Area with a golf cart of Golf Course Easement Area, or in any way commit a nuisance, or damage, or destroy any property, plantings of foliage, while thereon. After construction of a residence on a lot subject to the Golf Course Easement Area, "Out of Bounds" markers shall be placed on said lot by Developer.
  - d) Distractions Prohibited: Owners of the, lots subject to the Golf Course Easement shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course, or the development of an attractive overall landscaping plan for the entire Golf Course. Such prohibited actions shall include, but are not limited to, such activities as an otherwise permitted burning on a lot when the smoke would cross the fairway, the maintenance of dogs or other pets on The Property under conditions interfering with play due to their loud barking, running on fairways, picking up balls, or other like interference with play.
  - e) Developer's Right to Maintain Lots: Developer reserves the right and easement, upon, over, through and across the Golf Course Easement Area at any reasonable hour for the purpose of maintaining or landscaping the Golf Course easement area, but Developer shall have no affirmative obligation to do so. Such maintenance and landscaping may include regular removal of underbrush, trees, trash or debris, the planting of grass, trees and shrubbery, watering, application of fertilizer defoliating water areas or mowing. The foregoing right and easement shall apply to the entire lot until a residence is constructed on The Property-
23. Lake Restrictions:
- a) Dumping Prohibited: Pumping of water shall not be permitted from the lake for any reason such as irrigation or the like.
  - b) No Boats: No motorized vessels, canoes, prams, sailboats shall be permitted on the lake.
  - c) Docks: No docks, ramps or floating platforms shall be allowed on the lake protruding more than six (6) feet from the bank.

- d) Lake Boundary: The existing boundary of the lake shall not be modified in any fashion by filling or excavating the bank. No canals or excavation shall take place on, The Property which diverts water from the lake.
24. Association: A Master Homeowners' Association may be established encompassing the Bloomingdale Development, in whole or in part, every owner of The Property or portion thereof shall be a member thereof and shall be subject to all assessments and other terms and provisions contained in such Associations' Declaration of Covenants, Articles of Incorporation and By-Laws. Association documents shall have the prior approval of the Federal Housing Administration and/or Veterans Administration before being effective as to owners.
25. Duration: These restrictions are to run with the land shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which time said restriction shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.
26. Remedies for violations: In the event of a violation or breach of any of the restrictions by any person or entity, Developer or its successors or assigns shall have the right to proceed at law or in equity to compel compliance with the terms hereof.

In addition to the foregoing remedies, the Developer shall have the following rights:

- a) Upon the Owner's failure to maintain the grounds in a neat and attractive manner as provided herein, Developer may at its option after giving the Owner ten (10) days written notice sent to his last known address, enter upon The Property and have the grass, weeds, and vegetation cut when and as the same is necessary in the Developer's judgment and have dead trees, shrubs, plants refuse, all unsightly objects removed from The Property. Such entry shall not be deemed a trespass.
- b) In the event that the Owner shall fail to maintain the exterior of any structure in good repair and appearance, the Developer may, at its option, after giving Owner ten (10) days written notice sent to his last known address, enter upon such property and make such repairs and improve the appearance as the Developer, in its sole opinion, deems necessary to remedy the said violation. Such entry shall not be deemed a trespass.
- c) Whenever there shall have been built on any of The Properties a structure which is in violation of these restrictions, the Development, may at its option, after giving the Owner then (10) days written notice sent to his last address, enter upon The Property where such violation exists and summarily abate and remove the same at the expense of the Owner and such entry abatement had removal shall not be deemed a trespass.

In the event that the developer shall have exercised its privilege granted in subparagraphs a, b and c above, the Owner of such tract shall reimburse The Developer for the costs of any work as therein required including fifteen (15%) percent per annum interest from the date the work is completed and to secure such reimbursement the Developer shall have a lien upon The Properties enforceable as herein provided. Upon performing the work, the Developer shall be entitled to file in the Public Records for the county wherein the property is located, a notice of its claim of lien on the Property. Said notice shall state the costs of said work, including interest, and shall contain a description of The Property against which enforcement of the lien is sought The lien provided shall date from the date the work is completed but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until such notice is recorded. The lien herein provided shall be due and payable forthwith upon completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The liens herein provided shall be subordinates to any first mortgage encumbering any loan to any institutional lender provided, however, that any such mortgagee then in possession and any purchaser at any foreclosure sale and A persons claiming by, through, or under such mortgagee or purchaser shall hold title subject to all the provisions of these Restrictions including the lien rights herein provided for.

27. 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 these Restrictions, it shall be the right of the Developer, it's heirs, successors or assigns, or any person or persons owning any portion of the property, to prosecute any proceeding at law or in equity against the person or entity violation or attempting to violate these restrictions 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 these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred in post judgement or appellate proceedings) incurred by the party enforcing these Restrictions. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provisions of these Restrictions upon breach thereof, however long continued, shall in no event be deemed waiver or the right to do so thereafter with respect to such person, or as to similar breach occurring prior or subsequent thereto.

28. Amendment: In addition to any other manner herein provided for the amendment of these Restrictions, the covenants, Restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, and the Owner(s) of The Property.
29. Right of Assignment: Developer may assign any and all rights, powers, obligations and privileges under this instrument to any other corporations, associations, or persons. Such assignment must make specific reference to these Deed Restrictions and shall not become effective until recorded in the Public Records of Hillsborough County, Florida.
30. Effective Date: These Deed Restrictions shall become effective upon its recordation in the Public Records of the county where the Property is located.
31. Home Owners Association: The Developer shall be allowed to form a Homeowners Association for all of Bloomingdale, Section "L" for the purpose of maintaining the entryways, walls along Nature's Way Boulevard and other areas common to all of Section "L".