**Neighborhood Name: Bloomingdale Ridge consisting of Fox Run & The Greens, 1986**

**Section UV: 289 Residences, mandatory homeowners association**

**General Covenants and Restrictions**

**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 ACC; provided, however, that nothing herein shall prevent Declarant or any Builder in BLOOMINGDALE RIDGE from using any Lot owned by Declarant or such Builder for the purpose of carrying on business related to the development, improvement, and sale of Lots; 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 and so long as it is not the primary business address or primary place where business is conducted.

**2. Lawful Use.** No Lot may be used for any purpose tending to injure the reputation of BLOOMINGDALE RIDGE, nor to disturb the neighborhood, nor occupants of adjoining property, nor to constitute a nuisance, nor in violation of any public law, ordinance, or regulation in any way applicable thereto.

**3. 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 plats 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 Plats or required by Law. Front, rear, and side setback requirements as established by Law at the time of recordation of the Declaration must be observed. Notwithstanding the foregoing, each dwelling shall have a minimum front setback requirement of twenty-five (25’) feet, other than for a Lot exceeding 130’ in depth, in which case the minimum front setback requirement shall be thirty-five (35’) feet; or if a Lot is less than 120’ in depth, then the minimum front setback requirement shall be fifteen (15’) feet, provided, however, that the ACC, in its sole and absolute discretion, may waive or modify (35’) foot front setback requirement on a case by case basis.

(b) Walls and Fences. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized. This restriction may be waived in whole or in part by the ACC in its sole and absolute discretion.

(c) Terraces and Eaves. 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.

**4. Minimum Living Area.** The living area of the main Structure (dwelling), exclusive of garages, shall not be less than the following.

One Story Two Story Structure Structure

Fox Run

Lots **not** subject to Golf Course Easement 2,000 sq. ft. 2,000 sq. ft.

Fox Run

Lots subject to the Golf Course Easement 2,500 sq. ft 2,500 sq. ft

The Greens

Lots **not** subject to Golf Course Easement 1,800 sq. ft. 2,000 sq. ft.

The Greens

Lots subject to the Golf Course Easement 2,100 sq. ft 2,100 sq. ft

*The Golf Course Easement is defined in Section 43 below.*

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

**6. Mailboxes, Delivery Receptacles and Property Identification Markers.** The ACC shall have the right to approve the location, color, size, design, lettering, 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. Such receptacles shall be of a type consistent with the character of the neighborhood and shall be placed and maintained to compliment the houses in the neighborhood.

**7. Use of Outbuildings and Similar Structures.** No Structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and Builders from using sheds or other temporary structures during construction. No Lot, building, or building site shall be used or occupied by other than a single family and family servants, and shall not be used for other than residential use, except for the model homes and offices, construction and information trailers, approved by Declarant or ACC, until such time as sold for residential use, after which time said Lot or Lots shall be used for single family residential purposes only.

**8. Building Materials.** 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 structure to which same is to be used.

**9. Commencement and 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 with reasonable 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.

**10. Time for Construction.** If an Owner of a Lot, or his/her heirs or successors or assigns do not complete a Structure upon the Lot within thirty (30) months from the date of original purchase from the Declarant, Declarant shall have the option of repurchasing the Lot at the price paid by the original Lot Owner plus interest at the rate of 6% per annum from the date of the original purchase to the date of repurchase by Declarant. This provision shall be specifically enforceable by Declarant.

**11. Pets and Livestock.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) dogs, cats, or other small household pets may be kept, and not more than four (4) birds may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Those pets which are permitted to roam free or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Lots may be captured and destroyed by the Board. Dogs which are household pets shall at all times, whenever they are outside of the home on a Lot or fenced in area of the Lot, shall be confined on a leash held by a responsible Person. All animal droppings shall immediately be picked up by the Owner of the Animal.

Upon delivery to the Board of a petition signed by at least three (3) Lot Owners indicating that a pet is causing a nuisance will force the Board to take immediate action to first notify the pet Owner of the problem, allow 48 hours for the pet Owner to correct the problem and if no resolution is arrived at within 48 hours, the Board shall immediately commence whatever action is necessary in order to have the animal captured and removed.

**12. Offensive Activities.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of such Owner’s lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to any Lot. There shall not be maintained any plants or animals or device or thing of any sort those activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Owners or occupants of other Lots in BLOOMINGDALE RIDGE.

No construction activity whatsoever shall be permitted on any Lot nor anywhere within BLOOMINGDALE RIDGE from Saturday at 12:00 noon through 7:30 a.m. Monday, nor on the following holidays: New Years Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Construction activity within BLOOMINGDALE RIDGE is permitted from 7:30 a.m. to 7:30 p.m. Monday through Friday and on Saturday from 7:30 a.m. through noon.

**13. Signs.** No advertising signs or billboard shall be erected on any Lot or displayed to the public on any Lot except a professional lettered sign, one square foot in size and 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 Bloomingdale Ridge as a whole, The Greens or Fox Run separately, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the ACC. No pool company signs shall be permitted to be displayed anywhere in BLOOMINGDALE RIDGE.

**14. Wall and Planter Easements.** Any and all walls, entry features, fencing, landscaping, or other screening installed by Declarant on or along the perimeter of the Property as part of the work and any signs located thereon, shall be considered part of the Wall and Planter Easement area regardless of whether it is located in a public right of way or on a Lot. The perimeter walls shall be a minimum of six (6) feet high, measured from grade to the top of the wall unless otherwise approved by the Board or ACC.

The Association shall be responsible for all costs or maintaining, repairing, and replacing the walls, fencing, signs and landscaping located on the Wall and Planter Easement, except that the Owner of a Lot upon which a wall sits is expected to maintain, paint, and keep in good condition the interior portion of the wall which is on the Owner’s Lot regardless of whether it is located in a public right-of-way or on a lot.

**15. Sidewalks.** The Owner of each Lot shall be responsible, at the Owner’s sole cost and expense, for the installation of sidewalks on or in front of such Owner’s 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 thirty (30) months from the date of closing of sale of each Lot from the Declarant to the first Owner. If, upon dedication of the road and road right-of-way to the County, the County fails to maintain the sidewalks, each Owner, at such Owner’s sole cost and expense shall maintain the sidewalk on or in front of such Owner’s Lot. To assure visual uniformity of sidewalks the ACC 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 such Lot as provided in Article IV, herein.

The Declarant reserves 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 limitation and restrictions state herein.

**16. Aesthetics, Nature Growth, Screening, Fences, Underground Utility Service, Clothes Lines, Trees, Shrubs, Trash Containers, Air Conditioners, and Solar Collectors.** Trees which have a diameter in excess of four (4) inches measured two (2) feet above ground lever, shall not be intentionally destroyed or removed except with the prior written approval of the ACC. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installation shall be placed under the surface of the ground or in walled-in areas so as to not be visible from the street or any other Lot.

All air conditioner compressors shall be screened with shrubbery or solid fencing so as to be wholly or substantially not visible from a street or any other Lot.

No fence, hedge, or wall shall be higher than six (6) feet. No fence or wall shall extend into the front yard beyond the front building pad of the house. No hedge may exceed 3 1/2 feet in height. All fences or walls must be approved in writing by the ACC.

Clothes lines are not permitted unless they are completely hidden from the view of persons off the Lot from any direction. All residential utility service, including but not limited to lines, pipes, and wiring to residences, shall be underground. Any solar energy collector or related item must be located so that it is not visible from the golf course or street(s) in front of, or on the side of, the Lot on which said equipment or device is located and must be approved by the ACC.

**17. Detention Ponds, Water Retention Areas.**

a. Pumping Prohibited. Pumping of water shall not be permitted from any lake or pond for any reason such as irrigation or the like.

b. No Boats. No motorized vessels, canoes, prams, or sailboats shall be permitted on any lake or pond.

c. Docks. No docks, ramps, or floating platforms shall be allowed on any lake or pond.

d. Lake Boundary. The existing boundary of any lake or pond 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 any lake or pond.

**18. Swimming Pools and Spas.** Swimming pools and spas shall not be nearer than ten (10’) feet from any Lot line or Golf Course Easement line and must conform to building requirements as required by applicable law and must be located to the rear of the main Structure unless a different location is authorized in writing by the ACC. No above ground swimming pools shall be erected, constructed, or installed on any Lot. All pool equipment which can be buried underground must be buried underground and all equipment which cannot be buried must not be visible from a street or any other Lot. A wall, fence, or hedge may be used around pool equipment to buffer the view of the equipment from the street or any other Lot.

**19. Sprinkling Systems.** All Lots with houses thereon must have 100% underground sprinkling coverage in operable condition. Each Lot with a house thereon shall have a sprinkler system which provides coverage for ground areas on said Lot and adjacent roadway right-of-ways.

No sprinkler or irrigation system of any type which draw upon water from creeks, steams, rivers, lakes, ponds, canals, or other waterways within Bloomingdale Ridge shall be installed, constructed or operated within Bloomingdale Ridge. All sprinkler and irrigation systems shall draw water only from county water supplies.

**20. Maintenance.** Each Owner shall keep and maintain each Lot and Structure owned by such Owner, 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 ACC any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Board. If the Board shall agree with the determination of the ACC then the Board shall give written notice by 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 ACC and the Board 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.

**21. Antennae**. No radio, television transmission or reception antennae, or tower shall be erected on any Lot or Structure. In no event shall any satellite receiving apparatus or free standing transmission or receiving towers be permitted.

**22. Window Air Conditioners**. Each house shall have central air and heat and no auxiliary systems. Window air conditioners are prohibited.

**23. Trailers, Trucks, School Buses, Boats, Boat Trailers, and Commercial Vehicles**. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or completely screened from view. Notwithstanding the foregoing, no passenger automobiles may be parked in driveways, unless the garage is used to its designed capacity for the storage of vehicles, and if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applied to prevent the temporary nonrecurring parking of any vehicle, boat, or trailer for a period not to exceed forty-eight (48) hours upon any Lot. No stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof shall be parked, permitted, stored, or located upon any Lot.

**24. Furniture and Appliances**. No furniture or appliances designed for normal use of operation within dwellings, shall be parked, permitted, stored, or located on the outside of a home.

**25. Garbage and Refuse Disposal**. No Lot shall be used or maintained as a dumping ground for rubbish. No weeds, rubbish, debris, object, or materials of any kind shall be placed or permitted to accumulate upon any Lot if it renders the Lot unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for that purpose. All equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. All service yards or service areas, sanitary containers, and storage piles on any Lot shall be enclosed or fenced in such a manner that the yards, areas, containers, and piles will not be visible from any neighboring property or street. Sanitary containers and bundled trash may be set out for no more than twelve (12) hours before pick-up and containers removed within twelve (12) hours after pick-up. 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 Board.

The Owner of a Lot shall be responsible for the cleanup of construction debris and for maintaining the Lot, reasonably clean and neat, during construction activity. Cleanup of erosion and dirt runoff shall be the responsibility of the Lot Owner and must be cleaned up immediately.

**26. Changing Elevations**. No Owner shall excavate or extract earth from a Lot for any business or commercial purposes. No elevation changes shall be permitted unless they conform with the overall subdivision grading plan or are approved in writing by the Architectural Control Committee.

**27. Sewage System.** Sewage disposal shall be through County Wastewater. No septic systems are permitted in BLOOMINGDALE RIDGE.

**28. Water System**. Water shall be supplied through County Municipal System. No well shall be sunk or drilled from any Lot.

**29. 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.

**30. Garages and Parking**. 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 in which they relate. When garages are not in use, garage doors shall be closed. Garages shall be used only for parking motor vehicles and storing Owner’s household goods. All garages shall be equipped with automatic door operators.

**31. Unsightly or Unkempt Conditions**. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the lot.

**32. Lot Division**. No Lot shall be expanded or divided to accommodate more than one building site per full Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Control Committee. Declarant, however, hereby expressly reserves the right to replat any and all Lots. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

**33. Roofs**. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys or vent stacks. No outside television or radio pole or antenna or other electronic device shall be constructed, erected, or maintained on any building nor on any Lot or connected in such manner as to be visible from the outside of any building.

**34. Hardship Waiver**. The Architectural Control Committee is authorized to grant hardship waivers to Lot Owners in the event the strict application of these restrictions present a bona fide hardship.

**35. Oil Drilling**. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

**36. Exterior Finishes**. No exposed, painted, or unpainted concrete block is permitted on the exterior of any house. All homes must be finished on all exterior surfaces with stucco, brick, stone, wood, tile or other like materials of a finished grade.

**37. Conservation Area**. The areas shown as “conservation areas”, “retention”, or “detention” areas, or “ponds”, or “drainage easements”, if any, on the Plats or otherwise set forth in the public records shall be left to remain and survive intact in their 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 or topography thereof, is absolutely prohibited. It is the intention of the Declarant 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.

**38. Occupants Bound**. All provisions of the Declaration and of any use restrictions promulgated pursuant thereto which govern the conduct of Lot Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot.

**39. Guns**. The use of firearms on or within the Property is prohibited. The term “firearms” includes “BB” guns, pellet guns, and other firearms of all types, regardless of size.

**40. Landscaping.** All landscaping shall be done in accordance with a landscaping plan approved by the ACC.

**41. Enforcement.** These restrictions may be enforced by Declarant, the Association and by any person or corporation otherwise entitled by law to enforce same.

**42. Special Provisions Relating to Building Activity**. No parking will be allowed by builders, subcontractors and their employees except in parking areas designated by either the Declarant, the Board or the Architectural Control Committee.

The Declarant, or the Board or the Architectural Control Committee will designate areas for storage of debris and trees and other construction related trash until same can be removed from the area.

Builders and subcontractors must provide sanitation facilities, dumpsters, and trash pickup and all must be removed or serviced on a daily basis.

Either the Declarant, Board or Architectural Control Committee shall designate specific routes within BLOOMINGDALE RIDGE to be used for construction related traffic. Builders must employ effective measures to prevent the erosion or runoff of sand, silt, and/or soil prior to completion of construction of improvements.

**43. Golf Course Restrictions.** Special restrictions affecting golf course property:

(a) Golf Course Easements. For the benefit of the golf course, 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 Section, over, upon, through and across, that portion of the Property described in Exhibit D attached hereto, hereinafter referred to as Golf Course Easement Area, all as shown on the Plats. All such easements and rights are collectively referred to as the “Golf Course Easement”.

(b) Wall, Fences, Etc., Bordering Golf Course. To promote an “open space” atmosphere for the benefit of the golf course, no solid line of fence, wall or shrubbery in excess of 3 1/2 feet will be permitted on any Lot which contains a Golf Course Easement Area.

(c) Right of Access to Lots and Golf Course Easement Areas. Until such time as a residence is constructed on a Lot, the Declarant reserves the right and easement to permit and authorize registered golf course players and their caddies to enter upon all or any part of a Lot to recover or play a ball (subject to the official rules of the Bloomingdale Golfers 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 going upon such Golf Course Easement Area. Players or their caddies shall not be entitled to enter upon any Lot, or the Golf Course Easement Area with a golf cart or in any way commit a nuisance, or damage, or destroy any property, plantings of foliage, while thereon.

(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 burning on a Lot when the smoke would cross the fairway, the maintenance of dogs or other pets on a Lot under conditions interfering with play due to their loud barking, running on fairways, picking up balls, or other like interference with play.

(e) Declarant and Association Right to Maintain Lots. Declarant and the Association reserve the right and easement, upon, over, through and across the Golf Course Easement Area, but Declarant and the Association shall have no affirmation 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 access or mowing. The foregoing right and easement shall apply to the entire Lot until a residence is constructed on the Lot.

(f) Easement of Light, Air, and View. Declarant and the Association hereby reserve the right and/or easement of light, air, and view over and across the Golf Course Easement Area.

(g) Landscaping. The landscaping plan for the areas of any Lot within the Golf Course Easement Area shall be in a general conformity with the overall landscaping pattern of the golf course fairway.

**44. Further Restrictions Specific to Lots 69 Through 97, 104-106, Block 5, Bloomingdale Section ‘U-V’, “Fox Run Golf Estates”.** Each Lot, when completed with a dwelling, shall be attractively landscaped with no fewer than sixty (60) plants, which shall be at least equal to Florida Number One Grade, as specified by the Grades and Standards Law of the Florida Department of Agriculture, and each of which shall not be less than eighteen (18) inches in height, and have at least two (2) hardwood trees at three (3) inches or greater caliper in the front and rear yards.