

DEED RESTRICTIONS

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FIRST HOME OWNER
MEETING

DECLARATION OF RESTRICTIONS

PREPARED BY AND RETURN TO:

SCHMIDT BROTHERS DEVELOPMENT CORPORATION, INC.

P. O. BOX 2516

BRANDON, FLORIDA 33509

TELEPHONE (813)979-0048

Declarations of covenants and restrictions in and to the following described property in Hillsborough County, Florida,

All of "The Villas at Bloomingdale" according to a plat thereof as recorded in Plat Book 78, Page 1, of the Public Records of Hillsborough County, Florida.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WITNESSETH

Whereas, the undersigned party, as owner of the property described in the above aforesaid, desires to create a residential community of single family detached homes, to impose upon such real property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of such real property and all its future owners.

Now, therefore, it is declared that the property described in the above aforesaid, shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding for a period set forth hereinafter.

1. Use of Units: No lot or parcel 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 with a minimum two-car garage. No utility buildings or sheds shall be allowed.

2. Dwelling Square Footage The air conditioned living area of the main structure, exclusive of garages, shall not be less than 1,400 square feet for a one-story dwelling, and not less than 1,600 square feet for a two-story dwelling.

3. Setbacks: 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 25 feet to the front lot line, or closer than 20 feet to the

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rear lot line, or closer than 5 feet to any interior side lot line or 0' feet on one side and 10' on the other. No building situated on a corner lot shall be erected closer than 25 feet to any street right-of-way.

4. Parking and Garages: No garages or structures (except for a builder's temporary structure) such as a tent, trailer, or shack shall be erected on any lot prior to the construction of a dwelling. Garages must be built at the same time as the residence and connected to the residence. All garage doors shall be closed at all times except when entering or exiting the garage. All commercial vehicles, trucks, tractors, mobile homes, trailers, (either with or without wheels), motor homes, recreational vehicles, campers, trailers, motorized go-carts, boats and other watercraft, and boat trailers must be parked entirely within a garage. Parking by owners and occupants of units within the (street right of way is prohibited) and the association is authorized to tow vehicles in violation thereof. Overnight parking in the street right-of-way by non-owners shall not be permitted. Vehicles shall park only on paved surfaces of driveways and shall not block sidewalks. The additional parking spaces in the common center island shall be used for temporary parking only and shall not be used for overnight parking by residents. Non-resident guests may use this area however they are limited to a total of 3 nights. Disabled and/or stored vehicles shall be kept in an enclosed garage not visible from the street or neighboring lots. The association may promulgate rules and regulations to further restrict parking in the community.

5. Nuisance and Unlawful Use: 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. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, which might cause disorderly, unsightly, or unkept conditions, shall not shall not be pursued or undertaken in any part of the community. Owners shall comply with all applicable laws, zoning ordinances, orders, rules, and regulations of any governmental agency.

6. Temporary and Relocated Structures: No structure shall be moved onto any lot or parcel in the area covered by these restrictions, except temporary buildings used by a builder in connection with construction work.

7. Pets an 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 purposes. No more than (3) household pets shall be permitted.

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8. 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. Developer and builder shall have the right to erect signs up to 4' x 8'.

9. Unsightly or Unkept Conditions: No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, bottled 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. No stripped, unsightly, offensive, junked, dismantled vehicles or portions thereof, shall be parked or permitted, stored or located upon any lot. The portions of the lots visible from the street, other residential units or from any common area must be kept in an orderly condition.

10. Fences: No chain link fence, hog wire or solid wall is permitted. Fencing will be permitted only after written approval by the developer or (assigns). No fencing may be placed any closer to the street than a dwelling could be placed on the same lot. Any decorative/privacy fences, walls, berms, lattice, landscaping etc. builder uses for the original construction shall be permitted.

11. Roofing and Paint: Tile roofing is to be used exclusively to enhance property values and the esthetics of the community. Homes in need of roof repair or replacement shall use the same material as the original materials used if possible, or as similar to the original color and design as possible. Homes in need of repainting shall duplicate the original color, as exactly as possible.

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. Easements: Easements for drainage and/or for installation and maintenance or utilities are reserved as shown on the 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. Owners shall

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grant a maintenance easement for the any common walls, fences or berms adjacent to their lot.

14. Antennas, Other Devices: No exterior television or radio antennas, satellite dishes, or other apparatus of any kind designed for transmission or reception of radio or television signals shall be placed, allowed, or maintained upon any portion of the community, including any lot, without the written permission and consent of the board or its designee. Small television antennas (18" or less) are permitted only at the back of a home and not visible from any street.

15. Window Treatments: Window treatments visible from the exterior of a home of a foil or reflective material shall not be used. No signs shall be permitted inside of any windows or doors.

16. Damage and Destruction: 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 5 months. The owner shall raze or remove the same promptly from such owner's lot. Reconstruction shall be diligently pursued until the same shall be fully completed, except to the extent it is prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, supernatural acts, or similar causes. Reconstruction shall be completed within 6 months from the date of commencement of construction. In the event an owner elects not to rebuild a structure, the owner shall clear the lot and return it to substantially the natural state in which it existed prior to the beginning of construction. Owners shall then maintain it in a neat, clean and attractive condition.

19. Developer's Activities: Developer and its agents, employees, successors or assigns may maintain facilities and activities as reasonably required or incidental to the completion, improvement of development and the sale or leasing of lots and homes, but not limited to the installation of sales and construction offices, signs and model dwellings. The location of any sales and construction office shall be at the developers control. Additionally, developer and agents, employees, assigns, or successors have the right to continue sales and leasing activities from a model home after development and construction is complete.

20. Walls: Developer, or its successors or assigns, may place, build, erect, and install walls and / or fence along Nature's Way Boulevard and Greenhollow. No lot owner, or their person, without the express written consent of Developer, or its successors or assigns, shall paint, deface, alter the appearance, change or renovate, such wall(s) or fence(s) in any manner whatsoever, nor shall any

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attachments be made thereto of any nature. Once Developer originally constructs said walls and/or fences, they shall not be altered without the express written consent of Developer, or its successors or assigns.

21. No above ground pool shall be erected, constructed or installed on any lot. No recreation equipment including, volleyball nets, swing sets, sandboxes shall be installed or maintained or used unless in the rear of a residential unit and shall be in located so it is not visible from any street. Basketball play across the street in the park is highly encouraged. Basketball backboards are discouraged, however basketball backboards of a mobile nature may be used if taken down nightly. Mobile basketball backboards and play are confined to driveways only and is not permitted on the street or sidewalks.

22. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, requires architectural control and written approval with respect to an Owner's building program or building modifications. The Owner, therefore, shall provide the Developer, in duplicate, with preliminary artist renderings of the elevations of the buildings or additions to be constructed along with the site plans showing locations of all buildings prior to any construction. It is understood that site plans shall be consistent with the approved zoning then existent for the property. The Developer shall have a period of three weeks from receipt of said documents in which to approve the renderings and site plan. Said approval shall not be unreasonably withheld and should Developer disapprove, it shall within the time provided, give the owners written notice of its reasons for disapproval. Such disapproval shall not, at any time, limit the owners' right to resubmit renderings and site plans until same are approved by Developer in the reasonable manner required hereunder. Should Developer fail to respond to a submittal of a rendering and/or site plan within the time required, then Developer shall be conclusively presumed to have approved same. Upon approval of said renderings and/or site plans, the owners may proceed with the construction of improvements as long as the final plans for same are in substantial accordance with those which have been previously submitted to the Developer.

23. The area(s) shown as "conservation areas", "retention" or "detention" areas or "ponds", or "drainage easements". (if any) on the recorded plat of the property subject to these Restrictions 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 area", "retention" or "detention" areas or "ponds", or "drainage easements", or the vegetation thereon, or the ecology,

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topography is absolutely prohibited. It is the intention of the undersigned that the "conservation area", "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.

24. Use of Lakes or Ponds: Neither the association nor the developer or builder shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or other bodies of water within the community by any owner or occupant of a lot or their guests, invitees or licenses.

WHAT DOES THIS MEAN?

25. It is the responsibility of the Association to operate and maintain the surface water management system. The Association will set up a method of assessing and collecting the assessed funds for operation and maintenance of the surface water management system. 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 written approval of the Southwest Florida water Management district.

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26. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants 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 covenants in whole or in part.

*

27. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing and/or to recover damages for such violations, including all court costs and reasonable attorney's fees.

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28. The owner of the home must provide lessee with copies of the declaration, by-laws and rules and regulations. Any violation of the declaration, bi-laws or rules and regulations is deemed to be a violation of the terms of the lease and authorizes the owner/lessor to terminate the lease without liability and to evict the tenant/lessee in accordance with Florida law.

29. A Master Homeowners' Association will be established encompassing the Bloomingdale Development, in whole or in part, every owner of a lot in Section B Unit 1 Bloomingdale, shall be a member thereof and shall be subject

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to all assessments and other terms and provisions contained in such Associations' Declaration of Covenants, Articles of Incorporation an By-Laws.

30. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in not affect any of the other provisions, which shall remain in full force and effect.

Michael G. Schmidt
Witness MICHAEL G. SCHMIDT

Randall D. Schmidt Pres.
Schmidt Brothers Dev. Corp., Inc.
Randall D. Schmidt, President

Suzanne M. Gotcher
Witness SUZANNE M. GOTCHER
STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me this 6th day of May, 1996, by RANDALL D. SCHMIDT, as president of Schmidt Brothers Development Corporation, Inc., a Florida Corporation, of behalf of the Corporation, his is personally known to me.

NOTARY PUBLIC
STATE OF FLORIDA
Charlotte Ann Pusey
Notary Public, State of Florida
Commission No. CC 501677
Commission Expires 5/31/99
1-800-3-NOTARY - Fla. Notary Service
Notary Public

Charlotte A. Pusey
Charlotte A. Pusey cc/501677
Notary Public

THESE ARE CORRECTIVE RESTRICTIONS CORRECTING RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 8122, Page 0564.

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RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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DECLARATION OF RESTRICTIONS

AMENDMENT

PREPARED BY AND RETURN TO
SCHMIDT BROTHERS DEVELOPMENT CORPORATION, INC.

P.O. BOX 2516
BRANDON, FLORIDA 33509
TELEPHONE (813) 979-0048

Addendum to covenants and restrictions in and to the
following described property in Hillsborough County,
Florida,

All of "The Villas at Bloomingdale"
according to plat thereof as recorded in Plat Book 78, Page
1, of the Public Records of Hillsborough County, Florida.

Witnesseth

31. "Each property owner within the subdivision at the
time of construction of a building, residence, or structure
shall comply with the construction plans for the surface
water management system approved and on file with the
Southwest Florida Water Management District (SWFWMD)."

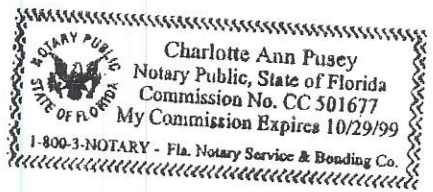
Michael G. Schmidt
Witness Michael G. Schmidt

Andrew H. Schmidt, VP
Schmidt Brothers Dev.
Corp., Inc.
Andrew H. Schmidt, VP

DeForest Bailey
Witness DeForest Bailey

STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me
this 25th day of July, 1996 by Andrew H. Schmidt as vice
president of Schmidt Brothers Development Corporation, Inc.
a Florida Corporation, on behalf of the Coproration, he is
personally known to me.



Charlotte A. Pusey
Charlotte A. Pusey CC501677
Notary Public

THIS IS AN AMENDMENT TO BE ADDED TO THE RESTRICTIONS RECORDED
IN OFFICIAL RECORD BOOK 8146, PAGE 1669.

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Pusey w/c

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