

FREE to the Bloomingdale Residents as a service of the Bloomingdale Homeowners Association

Special Deed Restriction Edition of The Bloomingdale Gazette

The Weather Forecast:  
It's a Beautiful Day in Bloomingdale

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# The Bloomingdale Gazette

Vol. XI No. 1

Published by the Bloomingdale Homeowners Association, Inc.

January 1989

## Deed Restrictions

### BEWARE - - PROPERTY RESTRICTED

by John P. Holsonback  
Melendi, Gibbons, and Holsonback  
Attorney to the Bloomingdale  
Homeowners Association, Inc.  
and The Bloomingdale Gazette, Inc.

If real property carried a warning label such as the title of this article perhaps property owners would have a better understanding of deed restrictions.

Their historical origins restrictions are proscriptive covenants upon land which prohibit, regulate or otherwise limit activities or uses of the subject real property. As every biblical scholar realizes, a covenant is a promise which is usually contained in an instrument or other document. As it pertains to real property, such covenants are usually contained in a deed of conveyance or other instrument which specifically refers to the particular real estate. In the legal realm, covenants pertaining to real property have been in existence for hundreds of years; however, covenants which have become known as deed restrictions are a more recent phenomenon. Although the specific source cannot be easily determined, it is quite clear that deed restrictions have blossomed in the last two decades.

Although deed restrictions presumably took their name from earlier simpler covenants contained within the deeds of conveyance themselves, present day deed restrictions are rarely created when the deed is conveyed. In common practice, deed restrictions are often created by a common holder of the real property prior to subdividing. A long-standing legal maxim provides that the grantee under a deed receives only those rights and other ownership interests which can be conveyed, i.e. the grantor cannot convey any interest not owned. Therefore, when the grantor has previously created restrictions upon the real property, the grantee takes the real property subject to those restrictions.

Lack of knowledge does not alter their effect. In order for the restrictions to be effective, they must be recorded or some other notice must be given to the respective grantees prior to or at the time of conveyance. Whenever any document is recorded in the official public records maintained in our local County Courthouse, every subsequent purchaser of that real property which is effected is charged with constructive knowledge and notice of the existence of such restrictions. Accordingly, no subsequent purchaser may defeat the effectiveness of the deed restrictions by claiming lack of knowledge when such restrictions were part of the official public records.

In more practical terms, when a purchaser of real property which is subject to deed restrictions reviews the chain of title of the prospective real property, he would then become aware of the existence of such restrictions. It has also become

common practice for a purchaser to require owner's title insurance and, in the event a mortgage will exist on the property, the mortgagee generally requires title insurance. A careful review of your title insurance policy would reveal an exception which refers to any deed restrictions which were of record at the time of purchase. In doing so, the policy of title insurance recognizes the effectiveness of the deed restrictions as a form of encumbrance or other limitation upon the rights ordinarily enjoyed by owners of real property. If the prior owner did not give any actual knowledge or notice of the restrictions to an eventual purchaser, then notification by the closing agent or title insurance company may be the only real opportunity for a purchaser to become aware of any deed restrictions. Unfortunately, the title insurance policy or commitment is usually the last document delivered at closing and, since most purchasers do not have an attorney at closing and they are at that time experiencing both the joy and relief of completing the lengthy closing, most purchasers rarely review the title insurance policy which would disclose to them any defects in or other encumbrances upon the property which they just purchased. Nevertheless, since such restrictions were part of the official public records, the purchaser is charged with such knowledge, and as the old saying goes, ignorance is no excuse.

### Deed Restrictions address many types of common problems

The creation of deed restrictions has proven to be a dynamic process and the newer restrictions have become more complex primarily as a result of greater appreciation of community problems and advancement of technology. The most obvious example of the affects of technological change is a restriction which prohibits satellite dishes. Certainly, twenty or thirty years ago no one could possibly have foreseen the existence or the economic availability of such technology. The variety of deed restrictions is infinite and includes limitations or prohibitions on construction additional structures on premises, square footage of dwelling structures, set backs from public streets or rights of way, parking commercial vehicles overnight or selection of particular colors for the window treatment of a home. Further, clear, concise and definitive language in a restriction is a must since any ambiguity is construed in favor of the alleged violator.

It should also be understood that, although certain acts may be prohibited by deed restrictions, they may also be violations of a particular county or state law, ordinance or zoning regulation. As such, there is often a considerable overlap between the local laws and ordinances and deed restrictions.

### Who Can Enforce?

Any violations of laws or ordinances may be enforced by the applicable governmental agency; however, any

violations of deed restrictions may only be enforced by those who are beneficiaries of the restrictions. As commonly applied, this typically pits neighbor against neighbor to enforce any violations of deed restrictions. Fortunately, as deed restrictions have evolved, it has now become commonplace for the legal documents containing the deed restrictions to designate that a homeowners association has authority to enforce the restrictions. The question as to whether, in the absence of this type of provision, a homeowners association has any ability to enforce the restrictions remains uncertain. In the recent ruling of Inlet Shores Civic Association vs. City of New Smyrna Beach, the Fifth District Court of Appeal summarily determined that a civic association did have standing to bring a cause of action against the city. Unfortunately, the court did not go into sufficient detail to determine whether the deed restrictions themselves provided for enforcement by civic association. It has been successfully argued in cases dealing with other substantive areas of the law that the association has the ability to bring such an action since it comprised of individuals who themselves have such standing. A greater uncertainty exists when the restrictions vary from member to member and when some of the members are not subject to any restrictions. This is the case with the Bloomingdale Homeowners Association. A multitude of varying restrictions applies to the members of the Bloomingdale Homeowners Association and, as I understand it, some of the members are not subject to any deed restrictions.

### Enforcement Costs

The cost of litigation has now become a practical adversary to enforcement. Most attorneys charge between \$100 and \$200 per hour and any enforcement action must be brought in circuit court which can very quickly become extremely costly. As deed restrictions have evolved, the more contemporary restrictions provide for an award of attorney's fees to be paid by the violator in the event the court finds in favor of the person seeking to enforce the restriction. Although there is no guarantee that this award may be ultimately recovered, it certainly provides for greater exposure of the violator as well as some recompense to the person seeking enforcement. Naturally, any award of fees would be limited under Florida case law to the amount charged by the plaintiff's attorney or a reasonable attorney's fee, whichever is less.

### Deed Restrictions can be set aside

The Florida Supreme Court in Ryan vs. Town of Manalapan, held that deed restrictions which affect the usage of land do not apply to a public body which acquires the land by purchase. Although the restrictions cannot be enforced against a public body such as a city or county government, the restrictions remain in full force and effect against all other land owners. The Ryan case evolved from Board of Public Education vs. Ryan, 385 So.2d 1000 (Fla. 1980).

Bay Harbor in which the Florida Supreme Court ruled that restrictive covenants cannot be applied against a public body when the public body acquired the land by eminent domain. That situation involved a public body which was caught between the proverbial rock and hard place. The Board entered into an agreement which required it to purchase real property and later discovered that the real property was subject to restrictions which would prohibit it from building a school on that site. The sole purpose for which the Board sought the property was to build the school. The Florida Supreme Court deemed it a violation of the public interest to allow such a situation to occur and ruled that the Board would not be subject to the deed restrictions. This ruling allowed the Board to satisfy its contractual requirements to buy the real property and subsequently build a school on the site.

### Beware-Property Restricted

Deed restrictions are indeed effective towards any private landowners who subsequently purchase real property which is restricted; therefore, it is imperative that any prospective purchaser become aware of the existence of deed restrictions and that the purchaser review these restrictions in detail to determine whether they will be in compliance with such restrictions. An eye must also be given to a possible change in circumstances such as a change in employment which would necessitate parking a commercial vehicle on one's premises. Since the purchaser is charged with the knowledge of the restrictions and by purchasing the real property presumably approves such restrictions, the purchaser is then hard pressed to argue that any such restrictions are unreasonable and should not be enforced. It is well established that the existence of the restrictions provides benefits to those subject to the restrictions by increasing the quality of life and preserving and hopefully improving the value of the subject real property. It is also well established that these restrictions run with the land and are binding upon any successors and assigns of the original purchaser and the covenants must be performed irrespective of whether any other party performs similarly. Accordingly, the significance of these restrictions cannot be underemphasized. Thus, prior to purchase of any real property, a careful review of all the documents available at closing, particularly the owners' title insurance policy which may make reference to any restrictions, is vital. Otherwise, a real property owner may be saddled with property which cannot be put to an intended use although the owner may satisfy all local ordinances or laws which would otherwise pertain to that real property. Also, any property owner who is the beneficiary of such restrictions who perceives of any violation should take action to enforce the restrictions. Failure to enforce any restriction in a timely manner may result in a waiver of such rights which would prohibit future enforcement as to that particular restriction.

# Community Directory

## The Bloomingdale Gazette, Inc.

827 E. Bloomingdale Ave.  
 Brandon, Florida 33511  
 Telephone (813) 681-2051  
 (Monday to Friday, 9:30 a.m. to 2:30 p.m.)

**ADVERTISING DEADLINE:**  
 The 10th of the month

Published 14 times per year by the:

**Bloomingdale Homeowners Association, Inc.**

Established November 1979.

Resident Door-Knob Distribution	2,675
Mail, Free, and Subscriptions	350
Newsstand	50
Total Distribution a/o 8/20	3,075
Rent-A-Kid Distribution a/o 8/20	2,675

Delivered FREE to all homes and businesses in Bloomingdale and selected areas.

Editor	Susan L. DeLuca
News Manager	Jackie Tuckey
Advertising Manager	Chris Lembke
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Circulation	Karen Ellis

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**Secretary and Classified Advertising:**  
 Sherrie Whelan

**Legal Consultant:**  
 John P. Holsonback, Attorney

**Bookkeeping and Accounting Services Provided by:**  
 Elizabeth Huston Rybicki, C.P.A.

**SUBSCRIPTION RATE:** \$14 per year.

No portion of this newspaper may be reproduced in any manner without written consent of the Editor.

Watch for the Bloomingdale Gazette to be delivered on your door on the following weekends:

February 11      March 11

### BLOOMINGDALE HOMEOWNERS ASSOCIATION, INC.

827 E. Bloomingdale Ave.  
 Brandon, FL 33511

#### Board of Directors

<b>President</b>	Martin Andersen	684-5904
<b>Vice President</b>	Carlos Frey	681-4480
<b>Treasurer</b>	Janet Holzman	681-2548
<b>Secretary</b>	Mary Cummings	684-6316
<b>Directors</b>	Ray Aquilina	689-1529
	Shelia Brown	654-2684
	Dave Carson	681-1452
	Paul Fournier	685-3159
	Susan Gill	684-1574
	David Lees	681-3999
	Russ Lembke	689-2513

### BLOOMINGDALE SPECIAL TAXING DISTRICT

P. O. Box 902 -- Brandon, FL 34299-0902

#### Board of Trustees

<b>President</b>	Errol Whitfield	681-7462
<b>Vice President</b>	Fred G. Uphoff, Jr.	685-3013
<b>Treasurer</b>	Frank DeVito	685-4818
<b>Recording Secretary</b>	Bill Wheeler	
<b>Corresponding Secretary</b>	Susan L. DeLuca	681-2051
<b>Trustee</b>	Mary Lou Olivera	654-2656
<b>Trustee</b>	Joe Liguori	681-9655
<b>PROPERTY MANAGER</b>	Mr. Lynn Wagner	681-7308

### STANDING COMMITTEES

- Park Committee**  
 Chairman, Russ Thompson, 681-2957
- Lighting Districts**  
 Chairman -- Vacancy
- Fire and Disaster Fund**  
 Chairman, BHA Treasurer

### BLOOMINGDALE NEIGHBORHOOD WATCH ASSOCIATION

Bloomingdale Community Office  
 827 E. Bloomingdale Ave.  
 Brandon, FL 33511  
 DISTRICT IV

Sharon Norwood, Chairperson, 681-6761  
 T. J. Pinta, Deputy, HC Sheriff's Department  
 Crime Prevention Bureau, 247-6411

**Pre-Printed Circulars**  
 Delivered Door to Door  
 or as an  
**Advertising Supplement**  
 Within the Newspaper

Seven (7) days advance notice is required. Inserts/circulars and payment must be received in the Gazette office three (3) days prior to delivery. Items must be in bundles of 50 each or they will be subject to a \$5 bundle fee.

Delivery cost per piece: 7 cents

### BLOOMINGDALE MOBILE WATCH

827 E. Bloomingdale Ave.  
 Brandon, FL 33511

#### Core Committee

Chris Pheils...681-9026	David Guy...681-5943
Hal Labkon...681-6853	Paul Kelmer...681-9701
Ed Holzman...681-2548	
LaWayne Wyatt...685-2072	
John Britton...681-1553	

### IMPORTANT MEETINGS

**SPECIAL TAXING DISTRICT MEETINGS**  
 Monday, February 13, at 8 p.m. at the Bloomingdale Community Office. (See map below.)

**BHA BOARD OF DIRECTORS**  
 Tuesday, February 14, at 7:30 p.m. at the Bloomingdale Community Office. (See map below.)

**BHA GENERAL MEMBERSHIP MEETING**  
 The next General Membership Meeting will be in March, at the Bloomingdale Community Office. (See map below.) Doors open at 7:30 p.m. and the call to order is at 8 p.m.

Bloomingdale Avenue



Bell Shoals Road

## MEMBERSHIP APPLICATION

The Bloomingdale Homeowners Association, Inc.  
 827 E. Bloomingdale Ave. -- Brandon, Florida 33511

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Would you be willing to fill any future Board of Directors' vacancies?  Yes  No

**Dues: \$10 Per Year**

1989 - October 31, 1989

... donated by the Paragon Group

## Dear Bloomingdale Residents:

In this issue of *The Bloomingdale Gazette* we have printed most of the deed restrictions that apply to the Bloomingdale Subdivision. A few, some of the newer areas, have not been printed. They will be printed in a future issue of this newspaper. Specifically, the sets not printed are for sections BB, JJ, PQ, UV, and Bloomingdale Oaks.

As you can tell from the size of this issue, there are many sets of deed restrictions and each cover a different section of the community. Very few of the sets are alike, which makes enforcement very difficult. You'll see as you read through them that although a lot of the parts of each set are repeated throughout the whole, that many pieces are very different. Take chain-link fencing for an example. They vary from no chain-link at all, to defining wooden only, to accepting chain link and setting height requirements for them. Some areas are allowed to have campers and boats in the backyard,

some say driveways only, and still others say they can't be on the lot at all. Some restrictions even go so far as to define how many pets can be on the property and how the pets are to be controlled.

Because there is no one master set of deed restrictions, *The Bloomingdale Gazette* is in the process of combining the sets into those elements which are alike in all and print a common set of restrictions. We are hoping to do this in the March issue or soon thereafter.

Deed restrictions are important in that they define the rules for our community. When you purchased your home, you also purchased the deed restrictions. The enforcement is up to each person within the section.

The work that went into the publishing of this issue was tremendous. I would like to thank the following individuals:

Executive Title, owner Cheryl Lehman, Bloomingdale Resident, for researching the public records for updated copies  
Liz Fox, Bloomingdale Resident, for her Macintosh assistance  
Criterion Corporation, Glen Hierlmeier, Bloomingdale Resident, for providing copies of missing restrictions  
Sherry Whelan, *Gazette* secretary, for extra effort way above and beyond the call of duty  
and *Gazette* staff members Jackie Tuckey and Karen Ellis

### CAUTION:

We have taken a tremendous amount of care to be as accurate as possible in the printing and typing of these restrictions. Due to the

legality of these documents, neither *The Bloomingdale Gazette, Inc.*, the *Bloomingdale Homeowners Association, Inc.*, nor the directors or staff of these organizations, can warrant these documents.

**THEREFORE**, use these printed deed restrictions as guidance for yourself only. Should you need a legal copy of these restrictions for any reason, we strongly urge you to seek the advice of your attorney or obtain copies through the public records of Hillsborough County.

Susan L. DeLuca  
Editor

The following is a listing of every street in Bloomingdale as of this date. Some of the streets are not in place yet, but will be shortly. Not every listed street in the new sections has a deed restriction in this issue due to the fact that some are so new we have not yet been able to acquire them. We will, though, be publishing them in a future issue of *The Bloomingdale Gazette*.

If you are unsure of your legal description, you can use this as a guide.

### A 1.2.3.4. Old Pulte East-- North of Greenhollow

Restrictions for all four sections are the same

Casaba Loop  
Greenstone  
Greenrock  
Orangepointe Road  
Orangecrest Street  
Briarpark Way  
Greenford Street  
Sand Pebble Drive

### B1.2 Old Pulte East South of Greenhollow

Restrictions for both sections are the same

Eastridge Drive  
Orangefield Drive  
Greenmark Lane  
Briarlake Drive  
Highgrove Court

### C1 West

Herlong Court  
Hollister Place  
Wasco Court  
Fenner Court  
Redondo Drive

### C2

Isleton

### C3

Caliente Drive

### C4

Fortuna Drive

### D1

#### Bloomingdale Estates

Bessemer Circle  
Applegate Circle

### D2

#### Bloomingdale Estates

Buttonwood Court  
Butternut Court  
Bloomingfield Drive on North  
to Butternut Court

### D3

#### Bloomingdale Estates

Applegate Circle  
Sabal Palm Court  
Rosedale  
Bayfield Drive  
Bloomingfield on South and  
including houses on Bayfield

### E

#### Suarez West, North of Bloomingfield

Paddlewheel Court  
Windtree Court  
Cloverhill Court  
Sweetleaf Court  
Shady Nook Drive  
Oak Moss  
Bloomingfield--Sweetleaf to  
Canoga Park

### H1.3

#### Suarez West--South of Bloomingfield and Mobley's

Sweetleaf Drive  
Van Reed Manor  
Paddlewheel Drive  
Emberwood Drive  
Bloomingfield Dr. on the south  
--Paddlewheel to Park West

### H2

#### Pulte South

Wynnwood Drive  
Sandy Creek Drive to Canoga Park  
Ephrata Drive  
Royan Way  
Crystal Drive

### H4

#### Ryans West

Cedar Grove Drive  
Fallon Court  
Deneage Circle  
Fieldstone Drive  
Encina Drive--H2 from 504 Ember-  
wood Drive to 516 Emberwood

### I1.2

#### Rylands

Sandy Creek Drive to Canoga  
Park Drive  
Tyndale Drive  
Kertien Place  
Brinton Court  
Curran Court  
Canoga Park Drive--Both sides

### J & K

#### New Pulte East

Murray Dale  
Peachfield

Knobcrest  
Kirkmount  
Kalewood  
Kentfield  
Kitmore  
Kingsford

### L

#### South Fairway Manors

Holleman Drive  
Nittany Court  
Clarion  
Polumbo Drive  
Scovill Lane  
Hanover Hill Drive

### M

#### New Suarez East

Haney Court  
Bell Grande  
Dunaire Drive  
Callista Avenue  
Letona Lane  
Kristin Place  
Santee Way  
Holleman  
Braun Way  
Turnbury Street--4 houses down  
from Dunaire

### N

#### Chadd's Ford

Moondale Court  
Turnbury Street--1 house past  
Rainbrook  
Rainbrook Circle

### Q

#### South Suarez and Pulte

Monte Lake Drive to Dumont Drive  
Ellenville Place  
Lornewood Place  
Havenstone Way  
Carrie Wood Drive

### P & Q

#### Apmat

Kiowa Lane  
Hollow Wood Drive  
Treeline Drive  
Cold Creek Drive  
Timberfall Lane  
Blackwood Place  
Eaglewood Street

### R

#### M/I Homes

Medocino  
Moreland Drive  
Penrod Lane  
Shilo Court  
Wrencrest Circle

### U

#### East Bloomingdale Ridge

Aspen Leaf Way  
Eagle Bluff Drive  
Timbercove Drive  
Shadowhill Lane  
Woodmont Court  
Hidden Pines Place

### V

#### East Bloomingdale Ridge

Eagle Bluff Drive  
Eagles Nest Drive  
Pantha Creek Place  
Highlander Way  
Northridge Drive  
Tortuga Way  
Hickory Ridge Drive  
Hidden Place  
Cold Creek Way  
Crooked Creek Way  
Fauview Way

### W

#### South Babcock Homes

Elba  
Buckner Road  
Elton Place  
Lukow Place  
Oak Arbor Lane  
Monte Lake Dr. from Dumont to  
Dumont  
Midoneck  
Arley Place  
Queensbury Avenue  
Dumont

### BB

#### South River Crossing

River Crossing Drive  
Alafia Oaks Drive  
Oak Arbor Lane  
Dumont Drive  
River Park Court  
River Court Run  
Oak River Circle

### FE

#### Hooker Barnes

Spring Way Circle  
Fawn View  
Cameo Crest  
Elm Grove  
Spring Way Court

### KK

East Pine Grove Condos

### OO

#### Bloomingdale Woods Apts.

Eagle Ridge Court  
Pine Trace Circle  
Timber Run Drive  
Waterwood Court  
Fawn Lake Place  
Quail Hollow Place  
Lake Breeze Place

#### Bloomingdale Oaks

Bloomingdale Oaks Drive  
Kyle Court  
Carter Oaks Drive  
Cade Lane  
Shady Leaf Drive  
Cleo Lane

## Section A1

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 6 feet to any interior side lot line. No building situated on a corner lot shall be erected closer than 12 feet to any street right-of-way.

5. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 no so commenced within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

18. Nothing contained in these restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

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

b. conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Green Hollow Lane. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s) without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 years unless and 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.

22. 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section A2

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a

plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 6 feet to any interior side lot line. No building situated on a corner lot shall be erected closer than 12 feet to any street right-of-way.

5. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

*Continued next page*

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

18. Nothing contained in these restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

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

b. conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Green Hollow Lane. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s) without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation

thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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.

23. Invalidity of any one of these covenants, or any part thereof, by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

### Section A3

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 erected on any lot for other than residential purposes except a private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free, from refuse, debris, under growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the

accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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 of strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

18. Nothing contained in these Restrictions shall be in or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

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

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bloomingdale Blvd. and Green Hollow Lane. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section A4

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 shall be erected on any lot for other than residential purposes except a private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by a builder to advertising property during the construction and sales period.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, undergrowth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

18. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Sand Pebble Drive and Greenhollow Lane. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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 of 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section B1

1. 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 no to exceed two stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 private garage or carport and one (1) utility building, or a builder's temporary structure.

exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, undergrowth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear

cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously ##, the beginning of such construction or placement shall be fully completed, except to the extent of strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

18. Nothing contained in these Restrictions shall be in or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructing, and maintaining thereon, as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or  
(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or  
(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Green Hollow Lane. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any

manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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 sub this Declaration of Restrictions to prosecute any ## 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section B2

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 shall be erected on any lot for other than residential purposes except a private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by a builder to advertise property during the construction and sales period.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, undergrowth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

18. Nothing contained in these Restrictions shall be interpreted or construed to prevent

Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

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

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Greenhollow Lane. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 shall be erected on any lot for other than residential purposes except a private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by a builder to advertising property during the construction and sales period.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris,

undergrowth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement shall be fully completed, except to the extent of strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

18. Nothing contained in these Restrictions shall be in or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructing, and maintaining thereon, as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Rosemead. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. 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 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.

21. 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 sub this Declaration of Restrictions to prosecute any 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.

22. Invalidity of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section C2

1. 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 stories in height. Each single family dwelling shall have a two-car private garage as a minimum building requirement, but not more than a three-car garage. A carport may be included, but is not required. Each single family dwelling may not have more than one utility building. Carports shall be constructed in accordance with Paragraph 5 of these restrictions.

2. 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 private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. No stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, no furniture or appliance 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth

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on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement shall be fully completed, except to the extent of strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

18. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructions, and maintaining thereon, as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Canoga Park Drive. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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 of 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

### Section C3

1. 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 stories in height. Each single family dwelling shall have a two-car private garage as a minimum building requirement, but not more than a three-car garage. A carport may be included, but is not required. Each single family dwelling may not have more than one utility building. Carports shall be constructed in accordance with Paragraph 5 of these restrictions.

2. 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 private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or

other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted, the beginning of such construction or placement shall be fully completed, except to the extent of strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

18. Nothing contained in these Restrictions shall be in or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructing, and maintaining thereon, as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the development and establishing the properties as a

residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

### Section C4

1. 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 stories in height. Each single family dwelling shall have a two-car private garage as a minimum building requirement, but not more than a three-car garage. A carport may be included, but is not required. Each single family dwelling may not have more than one utility building. Carports shall be constructed in accordance with Paragraph 5 of these restrictions.

2. 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 private garage or

carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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

15. In connection with the development of any lot for residential purposes, or the construction of improvements there on, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation or fill or clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement shall be fully completed, except to the extent of strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

18. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructing, and maintaining thereon, as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road, Canoga Park Drive and Garnet Drive. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express

successors or assigns.

20. 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 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.

21. 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.

22. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section D1

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these restrictions.

2. 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 private garage or carport and one (1) masonry utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 1600 square feet for a one-story dwelling, and not less than 1800 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. No structure shall be moved onto any lot or parcel in the area covered by these restrictions, except temporary buildings

construction work, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other government regulation. Clotheslines visible from the street are not permitted.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the

or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously pursued, the beginning of such construction or placement shall be fully completed, except to the extent of strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

18. Nothing contained in these Restrictions shall be in or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructing, and maintaining thereon, as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Green Hollow Lane. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 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.

22. 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.

23. Invalidation of any one of these

judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section D2

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 1/2) 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 2000 square feet for a one-story dwelling, and not less than 2300 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, resubdivided, 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, result, 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 feet. 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.

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 unkept 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, neighboring Lots.

12. **UTILITY EASEMENTS:** Easements for installation and maintenance of

recorded subdivision plat(s) 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 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, typography 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 in any manner 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 install 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, 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, 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, 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 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 otherwise 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 on 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 Declaration 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 offenses, 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

*Continued next page*

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 replat 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 replatted 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 replatted 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. ANNEXATION:** At any time and from time to time within the first twenty one (21) years from the date of recording this Declaration, the additional lands described in Exhibit "B", attached hereto may be annexed, in whole or in part, by the Developer and made subject to provisions of this Declaration as Property without the consent of any Lot Owner or any third party. Such lands, or any portions thereof, shall become subject to the provisions of the Declaration by duly recording an appropriate Declaration of Annexation executed by Developer. Until such a declaration is so recorded, no provision of this Declaration shall be effective as to all or any portions of the land described in Exhibit "B", nor shall this Declaration constitute a cloud, doubt, suspicion or encumbrance on the title to said lands. When completed, an annexation pursuant to this provision shall extend the provisions of this Declaration to such lands.

**3. 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 1 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.

**4. 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.

**5. 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.

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

**7. 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.

**8. 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.

**9. 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.

**10. 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.

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

**12. 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.

### Section D3

**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 1/2) 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, resubdivided, 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, resubdivided, 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 feet. 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 unkept 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, neighboring Lots.

**12. UTILITY EASEMENTS:** Easements for installation and maintenance of utilities are reserved as shown on the recorded subdivision plat(s) 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 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 in any manner 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 install 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, 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, 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, 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 street, 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 otherwise 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 on 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 Declaration in conflict with this Paragraph shall be deemed inoperative as to Developer or a designated builder.

### ARTICLE III Architectural Control

**I. 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 replat 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 replatted 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 replatted Lots; provided that no Lot originally shown on a recorded plat is

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 1 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.

**Section E**

**1.** 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 stories in height and a private garage or carport and not more than (1) utility building. Carports shall be constructed in accordance with paragraph 5 of these Restrictions.

**2.** 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 private garage or carport and (1) utility building, or a builder's temporary structure.

**3.** The living area of the main structure, exclusively of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1,200 square feet for a two-story dwelling.

**4.** No dwelling shall be constructed on a plot having an area of less than 6,000 square feet. Front, rear and side setback requirements, as established by county ordinances in effect at the time of construction, shall be complied with, provided, however, that in no event any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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.** No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport, or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

**6.** 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.

**7.** No structure shall be moved on to any lot or parcel in the area covered by these restrictions, except temporary buildings used by a builder in connection with construction work, and permitted utility buildings.

**8.** 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.

**9.** No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

**10.** No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottled gas tanks, soft water tanks and similar structures or installations shall be placed under the surface of the ground or in walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

**11.** No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as maybe required by FHA/VA or other governmental regulation.

**12.** Gravel type roofs may not be used except on flat roof surfaces.

**13.** Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

**14.** Easements for drainage and/or for installation and maintenance of 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.

**15.** In connection with the development with any lot for residential purpose, 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 clear cutting of trees shall be performed in violation by law.

**16.** No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

**17.** 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 on any lot in such manner or location as to be visible to any other lot or from the street. 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 six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots,

whether occupied or unoccupied and any buildings, structures or improvement thereon, shall at all times be maintained in such a manner as to prevent there becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

18. Nothing contained in these restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors or subcontractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation;

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

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

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

19. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Bell Shoals Road and Green Hollow Lane. No lot owner, or other person, without the expressed 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s), no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the expressed written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation area" shall not be changed, disturbed, used, affected or molested in any manner, except as permitted or required by law.

21. These covenants are to run with the land and shall be binding on all parties and all person claiming under then 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 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.

22. 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.

23. In validation of any one of these covenants, or any part thereof, by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section FF

1. 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. 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 private two-car garage, or a builder's temporary structure.

3. The living area of the main structure, exclusive of garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1100 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 7,000 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 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure, other than a builder's temporary structure, shall be erected on any lot prior to the construction of a dwelling. If a garage is built, either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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.

8. 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. However, no more than four (4) household pets shall be permitted.

9. 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.

10. 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 not to be visible from the street or objectionable to

adjacent residence.

11. No chain link fence or part thereof may be placed any closer to the street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. 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.

14. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

15. Easements for drainage and/or for installation and maintenance of 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.

16. 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.

17. 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.

18. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

19. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of

the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation

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

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

20. Developer, or its successors or assigns, may place, build, erect, and/or install wall(s) and/or fence(s) along Nature's Way Boulevard. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

21. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the land described in EXHIBIT A 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 two (2) 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.

22. 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 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 undersigned 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.

23. 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.

24. 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.

25. If a Master Homeowner's Association is established by Developer encompassing the Bloomingdale Development, whether in whole or in part, every owner of a lot in Section FF, Bloomingdale, shall be a member thereof and shall be subject 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.

26. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section H 1&3

1. 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 stories in height with a private two car garage.

2. 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 private two car garage and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive garages, shall not be less than 1200 square feet for a one-story dwelling, and not less than 1500 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of than 6,000 square feet. Front, rear and side setback requirements, by County ordinance in effect at the time of construction, be complied with, provided, however, that in no event shall any be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 feet to any interior lot line. No building situated on a corner lot shall be erected than 15 feet to any street right-of-way.

5. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. No structure shall be moved onto any lot or parcel in the area by these restrictions, except temporary buildings used by a builder in connection with construction work, and permitted utility buildings.

8. 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. However, no more than four (4) household pets shall be permitted.

9. No sign of any kind shall be displayed to the public view on any lot except for one 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 signs shall be permitted.

10. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks similar structures or installations shall be placed under the surface of the ground of in walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fences shall be permitted. No fence or part may be placed any closer to the street than a dwelling could be on the same lot, except as may be required by FHA/VA or other regulation. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Simultaneously with the construction of a dwelling on any Lot, a 4 foot wide cement sidewalk shall be installed at the expense of the Lot owner according to the specifications of Hillsborough County, Florida, and line and grade of said sidewalk to be in accordance with Site plan approved by the Developer.

14. Each lot, whether occupied or unoccupied, shall be maintained clean any free from refuse, debris, unsightly growth and fire hazard.

15. Easements for drainage and/or for installation and maintenance of 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.

16. 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 clear cutting of trees shall be performed in violation of the law.

17. No boat, boat trailer, camper, mobile home, travel trailer, van, truck, trailer, motor cycle or other similar vehicle shall be permitted to remain on any lot or public street unless inside a garage or otherwise parked, stored or located in such a manner and location on an lot so as not to be visible from the public streets or neighboring lots.

18. 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) or devices or other similar or dissimilar exterior attachments shall be installed, permitted, or located on any lot in such a manner or location as to be visible from the public streets or neighboring lots.

19. 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 such manner or location as to be visible to any other lot or from the street. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement and 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. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation, (a) erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or (b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or (c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

21. Developer, or its successors or assigns, MAY place, build, erect, and/or install wall(s) and/or fence(s) along Bloomingfield Drive. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns. Plans until same are approved by Developer in 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 should 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.

22. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the land described in Exhibit "A" requires architectural control and written approval with respect to an owner's building program. The owner therefore shall provide the Developer with preliminary artist renderings of the elevations of the buildings 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 two (2) weeks from receipt of said documents in which to approve the renderings and site plan. Said approval 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 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 the time required, then Developer shall be conclusively presumed to have approved same. Upon approval of said renderings and/or site plans, Owners may proceed with the construction of improvements as long as 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" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

24. 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 change whatsoever, except as permitted or required by law.

25. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons any real property which is subject to this Declaration of to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions prevent him or them from so doing and/or to recover damages for such violations.

26. Invalidation of any one of these covenants, or any part thereof, judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

27. (Per amendment): If a Master Homeowners' Association is established by Developer encompassing the Bloomingdale Development, whether in whole or in part, every owner of a lot in Section H, Unit 1 and 3, Bloomingdale, 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 Bylaws.

However, said Association documents shall have the prior approval of the Federal Housing Administration and/or Veterans Administration before being effective as to owners.

EXCEPT as hereby modified with respect to the property last above described, the said DECLARATION OF RESTRICTIONS, shall remain in full force and effect.

## Section H2

1. 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 stories in height and a private garage or carport and not more than one (1) utility building. Carports shall be constructed in accordance with Paragraph 5 of these Restrictions.

2. 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 private garage or carport and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive of carports and garages, shall not be less than 900 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6000 square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 6 feet to any interior side lot line. No building situated on a corner lot shall be erected closer than 12 feet to any street right-of-way.

5. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling. The garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two 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.

10. 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 walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to a street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for drainage and/or for installation and maintenance of 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.

15. 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 clear cutting of trees shall be performed in violation of law.

16. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked, kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

17. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

18. Nothing contained in these restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with

the completion of the development, including without limitation:

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

b. conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

19. Developer, or its successors or assigns, MAY place, build, erect, and/or install wall(s) and/or fence(s) along Bloomingfield Drive. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s) without the express written consent of Developer, or its successors or assigns.

20. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

21. 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 years unless and 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.

22. 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.

23. Invalidation of any one of these covenants, or any part thereof, by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

24. (Per amendment): If a Master Homeowners' Association is established by Developer encompassing the Bloomingdale Development, whether in whole or in part, every owner of a lot in Section H, Unit 1 and 3, Bloomingdale, 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 Bylaws.

However, said Association documents shall have the prior approval of the Federal Housing Administration and/or

Veterans Administration before being effective as to owners.

EXCEPT as hereby modified with respect to the property last above described, the said DECLARATION OF RESTRICTIONS, shall remain in full force and effect.

## Section H 4

1. 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 stories in height with a private two car garage.

2. 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 private two car garage and one (1) utility building, or a builder's temporary structure.

3. The living area of the main structure, exclusive garages, shall not be less than 1200 square feet for a one-story dwelling, and not less than 1500 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6,000 square feet. Front, rear and side setback requirements, by County ordinance in effect at the time of construction, be complied with, provided, however, that in no event shall any be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 feet to any interior lot line. No building situated on a corner lot shall be erected than 15 feet to any street right-of-way.

5. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. No structure shall be moved onto any lot or parcel in the area by these restrictions, except temporary buildings used by a builder in connection with construction work, and permitted utility buildings.

8. 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. However, no more than four (4) household pets shall be permitted.

9. No sign of any kind shall be displayed to the public view on any lot except for one 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 signs shall be permitted.

10. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks similar structures or installations shall be placed under the surface of the ground or in walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fences shall be permitted. No fence or part may be placed any closer to the street than a dwelling could be on the same lot, except as may be required by FHA/VA or other regulation. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Simultaneously with the construction of a dwelling on any Lot, a 4 foot wide cement sidewalk shall be installed at the expense of the Lot owner according to the specifications of Hillsborough County, Florida, and line and grade of said sidewalk to be in accordance with Site plan approved by the Developer.

14. Each lot, whether occupied or unoccupied, shall be maintained clean any free from refuse, debris, unsightly growth and fire hazard.

15. Easements for drainage and/or for installation and maintenance of 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.

16. 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 clear cutting of trees shall be performed in violation of the law.

17. No boat, boat trailer, camper, mobile home, travel trailer, van, truck, trailer, motor cycle or other similar vehicle shall be permitted to remain on any lot or public street unless inside a garage or otherwise parked, stored or located in such a manner and location on an lot so as not to be visible from the public streets or neighboring lots.

18. 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) or devices or other similar or dissimilar exterior attachments shall be installed, permitted, or located on any lot in such a manner or location as to be visible from the public streets or neighboring lots.

19. 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 such manner or location as to be visible to any other lot or from the street. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or

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. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation, (a) erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or (b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or (c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

21. Developer, or its successors or assigns, MAY place, build, erect, and/or install wall(s) and/or fence(s) along Bloomingfield Drive and Canoga Park Drive. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns. Plans until same are approved by Developer in 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 should 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.

22. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the land described in Exhibit "A" requires architectural control and written approval with respect to an owner's building program. The owner therefore shall provide the Developer with preliminary artist renderings of the elevations of the buildings 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 existing for the property. The Developer shall have a period of two (2) weeks from receipt of said documents in which to approve the renderings and site plan. Said approval 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 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 the time required, then Developer shall be conclusively presumed to have approved

and/or site plans, Owners may proceed with the construction of improvements as long as 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" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

24. 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 change whatsoever, except as permitted or required by law.

25. 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 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions prevent him or them from so doing and/or to recover damages for such violations.

26. Invalidation of any one of these covenants, or any part thereof, judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

27. (Per amendment): If a Master Homeowners' Association is established by Developer encompassing the Bloomingdale Development, whether in whole or in part, every owner of a lot in Section H, Unit 1 and 3, Bloomingdale, 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 Bylaws.

However, said Association documents shall have the prior approval of the Federal Housing Administration and/or Veterans Administration before being effective as to owners.

EXCEPT as hereby modified with respect to the property last above described, the said DECLARATION OF RESTRICTIONS, shall remain in full force and effect.

## Section I - 1,2

1. 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 stories in height with a private two car garage.

2. 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 private two car garage and one (1) utility building, or a builder's temporary structure.

3. 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 not less than 1,500 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6,000 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 20 feet to the rear lot line, or closer than 5 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. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage, or utility building shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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. However, no more than four (4) household pets shall be permitted.

9. No sign of any kind shall be displayed to the public view on any lot except for one 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 signs shall be permitted.

10. 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 of in walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to adjacent residence.

11. No chain link fence or part thereof may be placed any closer to the street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Simultaneously with the construction of as dwelling on any Lot, a four foot 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.

14. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

15. Easements for drainage and/or for installation and maintenance of 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 utilities company is responsible.

16. 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 clear cutting of trees shall be performed in violation of law.

17. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer or other vehicle, trailer or conveyance shall be parked kept or stored on any lot except on the paved parking area of such lots installed as part of the original construction of the improvements upon the lots.

18. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

19. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or 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 properties as a residential community and disposing of the same in lots by sale, lease, or otherwise; or
- (b) conduction thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or
- (c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

20. Developer, or its successors or assigns, MAY place, build, erect, and/or install wall(s) and/or fence(s) along Garnet Drive and Bell Shoals Road. No lot owner, or other person, without the

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 attachments be made thereto of any nature. It is intended that one Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall (s) or fence(s), without the express written consent of Developer, or its successors or assigns.

21. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the land described in Exhibit "A" requires architectural control and written approval with respect to an owner's building program. The owner therefore shall provide the Developer with preliminary artist renderings of the elevations of the buildings 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 two (2) weeks from receipt of said documents in which to approve the renderings and site plan. Said approval 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 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 the time required, then Developer shall be conclusively presumed to have approved same. Upon approval of said renderings and/or site plans, Owners may proceed with the construction of improvements as long as final plans for same are in substantial accordance with those which have been previously submitted to the Developer.

22. The area(s) shown as "conservation areas" 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 areas", or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

23. 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 change whatsoever, except as permitted or required by law.

24. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons any real property which is subject to this Declaration of to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions prevent him or them from so doing and/or to recover damages for such violations.

25. Invalidation of any one of these covenants, or any part thereof, judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

26. (Per amendment): If a Master Homeowners' Association is established

Bloomingdale Development, whether in whole or in part, every owner of a lot in Section H, Unit 1 and 3, Bloomingdale, 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 Bylaws.

However, said Association documents shall have the prior approval of the Federal Housing Administration and/or Veterans Administration before being effective as to owners.

EXCEPT as hereby modified with respect to the property last above described, the said DECLARATION OF RESTRICTIONS, shall remain in full force and effect.

## Section J&K

1. 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 one-car garage. No utility buildings, sheds or carports shall be allowed.

2. 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 private one-car garage or a builder's temporary structure.

3. 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 not less than 1,400 square feet for a two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 6,000 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 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure, other than a builder's temporary structure, shall be erected on any lot prior to the construction of a dwelling. If a garage is built, either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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.

8. 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. However, no more than four (4) household pets shall be permitted.

9. 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) square feet in size advertising the property for sale or rent, and except for signs used by a builder to advertise the property during the

be displayed on any lot.

10. 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.

11. No chain link fence or part thereof may be placed any closer to the street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. 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.

14. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

15. Easements for drainage and/or for installation and maintenance of 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.

16. 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.

17. 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.

18. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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

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.

19. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

(a) erecting, constructing, and maintaining thereon, such structures as may be reasonably completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, lease, or otherwise;

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

20. Developer, or its successors or assigns, MAY place, build, erect, and/or install wall(s) and/or fence(s) along Nature's Way Boulevard. No lot owner, or other 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 attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

21. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the land described in EXHIBITS A-1 & A-2 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 ten (10) working days 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.

22. 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 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 undersigned 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.

23. 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.

24. 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.

25. A Master Homeowners' Association will be established by Developer encompassing the Bloomingdale Development, either in whole or in part, every owner of a lot in Section J and K, Bloomingdale, shall be a member thereof and shall be subject to all assessments and other terms and provisions contained in such Associations' Declarations 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.

26. Invalidation of any one of these covenants, or any part thereof, by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section L

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 within 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 architectural or visual appearance, or affect the structural integrity, of such wall without the express written consent of Developer, or its successors or assigns.

21. Conservation Area: 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 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 Courses, no solid line of fence, wall or

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 and 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 subordinate 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 all 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

restrictions of these Restrictions, it shall be the right of the Developer, its 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 provision 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".

## Section M

1. 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 exceed two (2) stories in height with a minimum two-car garage. No utility buildings or sheds shall be allowed.

2. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at time as a residence, temporarily or permanently. No structure may be erected on any lot for other than residential purposes except a private two-car garage, or a builder's temporary structure.

3. The 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 two-story dwelling. All main structure exclusive of garages, situated on lots adjacent to the golf course shall contain living area of not less than 2,000 square feet.

4. No dwelling shall be constructed on plot having an area of less than 7,000 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 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure, other than a builder's temporary structure, shall be erected on any lot prior to the construction of a dwelling. If a garage, is built either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility of material as the construction of the dwelling. The garage shall be substantial and shall conform architecturally with the dwelling.

8. 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. However, no more than four (4) household pets shall be permitted.

9. 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.

10. 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.

11. No chain link fence or part thereof may be placed any closer to the street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. 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.

14. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

15. Easements for drainage and/or for installation and maintenance of 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

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.

16. 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.

17. 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.

18. 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. 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 within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, 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.

19. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

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

(b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

20. Developer, or its successors or assigns, MAY place, build, erect, and/or install wall(s) and/or fence(s) along Nature's Way Boulevard. No lot owner, or other 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 attachments be

that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

21. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the land described in EXHIBIT A, 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 two (2) 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.

22. 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 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 undersigned 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.

23. 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.

24. 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.

25. A Master Homeowners' Association will be established by Developer encompassing the Bloomingdale Development, in whole or in part, every owner of a lot in Section M, Bloomingdale, 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.

26. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## Section N

1. 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, which are to run with the land and are and shall be binding for a period set forth hereinafter.

2. 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 private two-car garage, or a builder's temporary structure.

3. The living area of the main structure, exclusive of garages, shall not be less than 1,600 square feet for a one-story dwelling, and not less than 1,800 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. No dwelling shall be constructed on a plot having an area of less than 7,000 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, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer than 5 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. No garage or structure, other than a builder's temporary structure, shall be erected on any lot prior to the construction of a dwelling. If a garage, is built either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage shall be substantial and shall conform architecturally with the dwelling.

6. 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.

7. 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, and permitted utility buildings.

8. 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 lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. 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,

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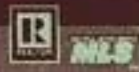
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