

Prepared by and return to:
James R. De Furio, Esquire
James R. De Furio, P.A.
PO Box 172717
Tampa, FL 33672-0717

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BLOOMINGDALE VILLAGE**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale Village Homeowner's Association, Inc., as recorded in Official Records Book 8054 at Page 0771 of the Public Records of Hillsborough County, Florida (and as may have been amended from time to time), was duly adopted at a membership meeting held on December 4, 2006, pursuant to Article X, Section 2 of the Declaration by a vote of at least seventy-five (75%) of the membership.

IN WITNESS WHEREOF, we have affixed our hands this _____ day of May, 2007, at Hillsborough County, Florida.

WITNESSES:

Sign Suzanne Westberry

Print SUZANNE Westberry

Sign Denise J. Harper

Print Denise J. Harper

BLOOMINGDALE VILLAGE

By: [Signature]

Print Name: ANTHONY J. ROJEK

As: President

[Signature]
Secretary (Seal)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 21 day of May, 2007, by Anthony J. Rojek and Ken Warrenyer as President and Secretary respectively, of Bloomingdale Village, a Florida not-for-profit corporation, on behalf of the corporation.



Carolyn S. Darrow
Signature of Notary Public – State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification ☒

Type of Identification Produced FL Drivers License

[Signature]

Prepared by and return to:
James R. De Furio
James R. De Furio, P.A.
201 E. Kennedy Blvd., Suite 1469
Tampa, FL 33602

**SUBSTANTIAL REWORDING OF DECLARATION. SEE DECLARATION
RECORDED AT OR BOOK 8054, PAGE 771 FOR PRESENT TEXT.**

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
BLOOMINGDALE VILLAGE**

This Declaration of Covenants, Conditions, Restrictions and Easements is made this ____
day of _____, 1996 by Sungreene Incorporated , a Florida corporation, its successors
and assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant owns all of that certain real property with improvements thereon,
known as Bloomingdale Village, a subdivision located in Hillsborough County, Florida,
and more particularly described as follows:

All real property lying within and forming
Bloomingdale Section AA/GG Unit 1 phase 2,
Hillsborough County, Florida, according to the
map or plat thereof recorded in Plat Book 77,
Page 21, of the Public Records of Hillsborough
County, Florida.

Said property is sometimes herein referred to as the "Property".

WHEREAS, Declarant desires to impose a common plan of development and subject the Property to covenants, conditions, restrictions and easements hereinafter set forth in order to maintain the value, integrity and attractiveness of the Property.

NOW THEREFORE, Declarant declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions and Easements, which Covenants, Conditions, Restrictions and Easements shall be and are covenants, restrictions and easements running with the land, and conditions of use and occupancy, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, successors and assigns.

ARTICLE I. DEFINITIONS

Unless the context expressly requires otherwise, the terms listed in this Article I shall have the following meaning whenever used in this Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By—Laws:

Section 1. "Architectural Committee" shall mean the Architectural Committee, as provided for in Article VII hereof.

Section 2. "Assessment" shall mean the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration or the Association Documents.

Section 3. "Association" shall mean and refer to BLOOMINGDALE VILLAGE HOMEOWNERS' ASSOCIATION, INC., a corporation not—for-profit organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 4. "Association Documents" shall mean the Association's Articles of Incorporation and By—Laws as the same may from time to time be amended and exist.

Section 5. "Board" shall mean the Board of Directors of the Association whose duties shall be the management of the affairs of the Association subject to this Declaration and the Association Documents.

Section 6. "Common Area" shall mean all real property (including any improvements thereon) which shall from time to time be designated by Declarant for the common use and enjoyment of the Owners, or conveyed to the Association in fee simple; together with the rights—of—way, easements, appurtenant, improvements and hereditaments described in this Declaration, all of which shall be and are covenants running with the land at law.

Section 7. "Declarant" shall mean and refer to Sungreene Incorporated, a Florida corporation, and its successors and assigns.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 9. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 10. "Golf Course" shall mean Bloomingdale Golfer's Club course which lies adjacent to Block 1, Lots 4 through 17, but which is not a part of the Subdivision nor subject to this Declaration.

Section 11. "Private Drainage Easements" shall mean the perpetual private drainage easements for the benefit of the Property and the Golf Course as shown on the Plat.

Section 12. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, offices or instrumentalities, or by the State of Florida, or any of its agencies, offices, municipalities or political subdivisions, or by any office, agency or instrumentality of any such municipality or Subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 13. "Lot" shall mean and refer to a plot of land shown and identified by number upon the Plat now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 14. "Maintenance" shall mean the exercise of reasonable care to keep buildings, Dwellings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden—management practices necessary to promote a healthy weed—free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 15. "Member" shall mean the record Owner or Owners of a Lot.

Section 16. "Mortgage" shall mean any mortgage or chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 17. "Mortgagee" shall mean any person named as the obligee under any mortgage, or the successor in interest to such person.

Section 18. "Occupant" shall mean the person or persons, other than the Owner, in possession of a Lot, and may, where the context so requires, include the Owner.

Section 19. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner.

Section 20. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 21. "Plat" shall mean the plat or plats of the Subdivision recorded in the public records of Hillsborough County, Florida, and shall include any replats of the Subdivision.

Section 22. "Property" shall mean all real property, together with improvements thereon, lying situate within and forming Bloomingdale Section AA/GG Unit 1 Phase 2, according to the map or plat thereof recorded in Plat Book 77, Page 21 of the Public Records of Hillsborough County, Florida.

Section 23. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 24. "Subdivision" shall mean Bloomingdale Section AA/GG Unit 1 Phase 2, as shown on the recorded Plat, to be known as Bloomingdale Village.

Section 25. "Wall Easement" shall mean the perpetual easements for construction and maintenance of walls, landscaping, signs and appurtenances thereto as shown on the Plat.

Section 26. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential Dwellings, in the ordinary course of Declarant's business.

ARTICLE II.

COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association real property, in fee simple to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easements shall be subject to the following rights, title and interest:

(a) The right of the Association to grant easements in and to the Common Area for all utility services, including gas and cable television and other public uses which benefits the Subdivision as a whole.

(b) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property.

Section 3. Responsibilities of the Association. Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation,

management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement; improvement, taxes and utilities.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seeks judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

ARTICLE III.

RESERVATIONS, EASEMENTS AND DEDICATIONS

Section 1. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its, benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public, except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 2. Public Easements. Developer dedicates that portion of the Property described on the Plat and made a part hereof for use and maintenance of public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Declarant dedicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Property; and Declarant grants to such utilities, jointly and severally, easements for such purposes.

Section 3. Easements; Utilities. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise

approved in writing by the Architectural Committee. In addition, no permanent improvement or structure shall be placed or erected upon any drainage easement. This includes, but is not limited to, fences, driveways, pools and decks, patios, air conditioning, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscape element other than sod.

ARTICLE IV.

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Single Family Residential Use. All Lots shall be used exclusively for single family residential purposes and no business or business activity shall be carried on or upon any Lot at any time.

Section 2. Location of the Improvements on a Lot and Landscaping. No Dwelling or portion thereof shall be located on any Lot within any portion of a Recorded easement, Wall Easement or Private Drainage Easement. In addition, subject to Section 3 hereof, in no instance shall a detached single family Dwelling be located nearer than twenty (20) feet to the front line of the Lot unless approved in writing in advance by the Architectural Committee. Such Dwelling shall not be located on any Lot nearer than fifteen (15) feet from the rear line of the Lot, provided,, however that Block 1, Lots 4 through 17 shall have a minimum thirty (30) feet setback from the rear Lot line. No part of a Dwelling or any garage or other structure shall be located nearer than five feet (5') from an interior side line of the Lot or fifteen (15) feet from any street side line of a corner Lot.

Section 3. Consolidation or Division of Lots. Subject to the prior written approval of the Architectural Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or divide such Lots or portions thereof into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the distance required as building setback lines shall be measured from the resulting side lines of the Lot rather than from the Lot lines as indicated on the Plat, and, all setbacks shall be as per setbacks established for remaining Lots in the Subdivision.

Section 4. Terraces, Eaves and Other Extensions. For purposes of determining compliance or non—compliance with the foregoing building setback requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Dwelling, shall be considered as a part of the Dwelling.

Section 5. No Carports or Detached Garages. All Dwellings shall have attached garages of sufficient size to house at least two passenger vehicles; provided that an Owner shall request approval from the Architectural Committee for construction of a garage for more than two vehicles. The Architectural Committee may in its sole discretion grant or deny such request. Carports or detached garages shall not be constructed on any Lot. When garages are not in use, garage doors shall be closed.

Section 6. Minimum Square Footage Within Improvements. Each Dwelling in the Subdivision shall have a minimum of two thousand (2,000) square feet air conditioned, exclusive of open porches, garages, terraces, patios, gazebos and breezeways, and parking spaces.

Section 7. Delivery Receptacles and Property Identification Markers. The Architectural Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 8. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, shed, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently.

Section 9. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed in accordance with plans and specifications approved by Hillsborough County, Florida along the front of all Lots and along the entire street sides of all corner Lots.

Section 10. Walls, Fences, and Hedges. The Architectural Committee shall have the right to approve the location, color, size, height, materials, design and all other particulars appertaining to walls and fences prior to the construction, replacement or repair of any walls or fences, except walls constructed by the Declarant and maintained by the Association. Without the prior approval of the Architectural Committee no Owner or Occupant shall plant or maintain hedges on a Lot, except hedges may be located along a rear Lot line, provided the hedge shall be maintained at no more than five feet (5') in height. Notwithstanding the foregoing, no hedges or plantings shall be planted in the Private Drainage Easements shown on the Plat.

Section 11. Lot Maintenance. The Owner and Occupants of a Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, shall edge curbs that run along the lines of the Lot, and shall in no event use any Lot for storage of materials or equipment except for normal residential purposes or incident to construction of improvements thereon as permitted herein.

No Lot shall be used or maintained as a dumping ground for trash, garbage, or other waste materials. Trash, garbage and other waste materials shall be kept only in closed sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers tightly attached. Containers for the storage of trash, garbage, and other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view except within twelve (12) hours of scheduled curbside pick-up times. Any other equipment in the Subdivision for the storage or disposal of trash, garbage, or other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view.

Section 12. Livestock and Pets. No animals, livestock or poultry of any kind shall be raised, bred -or kept on any Lot, except that three (3) household pets, consisting of dogs, cats or other small household pets, may be kept, provided that they are not kept,

bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

Section 13. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Bloomingdale Village.

Section 14. Signs. No signs or billboards shall be erected on any Lot or displayed to the public on any Lot, except a sign of not more than four (4) square feet in area attached to a post may be used to advertise the Lot for sale provided such signs are approved by the Architectural Committee.

Section 15. Swimming Pools. Swimming pools must be located to the rear of the Dwelling unless a different location is authorized in writing by the Architectural Committee. Swimming pools must conform to the setback requirements as set forth herein or shown on the Plat.

Section 16. No clotheslines, basketball hoops, swing sets or jungle—gyms, trampolines or petlines. No basketball hoops, swing sets or jungle—gyms, trampolines or petlines of any kind shall be erected or placed on the Property or any Lot.

Section 17. Antennae. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot, except for Satellite Dishes or other devices that the Association has limited authority to control under Federal Communication Commission (FCC) Rules and Regulations. Satellite Dishes (defined as a dish antenna one meter [39.37 inches] or less in diameter designed to receive direct broadcast satellite service or to receive and transmit fixed wireless signals via satellite) may be installed without Architectural Review Committee approval so long as the Satellite Dish and its installation comply with all Federal Communication Commission (FCC) Rules and Regulations. The Architectural Review Committee may adopt standards regarding Satellite Dishes, or other FCC regulated

devices, and their installation, but in no event may a standard be adopted that violates FCC Rules and Regulations.

Section 18. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Committee.

Section 19. Trailers. Trucks. School Buses. Boats. Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or completely screened from view. No passenger vehicles shall be parked overnight on any street. Passenger vehicles may be parked in driveways, if the number of vehicles owned by the Owner or Occupant exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed twenty-four (24) hours upon any Lot.

Section 20. Speed Limits. The maximum speed limit throughout all of Bloomingdale Village shall be 15 mph.

Section 21. Changing Elevations. No Owner shall excavate or extract earth from a Lot for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Committee.

Section 22. Utility Facilities. Association reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, cable, gas, telephone and sewage systems which may be in variance with these restrictions.

Section 23. Driveways and Entrances to Garages. All driveways and entrances to garages shall be concrete, asphalt or a paved substance approved in writing by the Architectural Committee and of a uniform quality.

Section 24. Solar Panels. Only solar energy collectors or related items which have been approved by the Architectural Committee are permitted and such items must be located so that they are not visible from the street(s) in front of, or on the side of, the Dwelling on which said equipment or device is located.

Section 25. No Docks. Boats or Fishing. No swimming, fishing, motorized boating or commercial use of any kind shall be permitted on any lake or pond within or abutting the Subdivision. No Lot owner shall construct any bulkheads, docks, piers, or other similar facilities into said lake or pond and no Lot owner shall have any right to pump or otherwise remove any water from said lake or pond for the purpose of irrigation or other use, nor drain pools into any lake or pond, nor to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in said lake or pond, or upon the Golf Course.

Each Owner or Owners of any Lot or Lots abutting any lake or pond shall, by virtue of having acquired said Lot or Lots subject to these covenants and restrictions, be deemed to have agreed with Declarant and the Association, and its Directors and Officers, to save them harmless and to indemnify and defend them from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of occurrences in, upon or at or from any portion of any lake or pond shown on the Plat or located on adjacent land, or occasioned wholly or in part by any act or omission of such Owner or Owners, or of such Owner's or Owners' agents, guests, contractors, employees, servants, licensees, or concessionaires within the Subdivision, but not including any such liability occasioned wholly or in part by any act or omission of the Declarant, the Association and its Directors and Officers, or any other third persons or parties, their agents, contractors, employees, servants, licensees, or concessionaires within the Subdivision.

Section 26. Golf Course Usage. All usage of the Golf Course by Owners, Occupants and their guests or invitees shall comply with Golf Course rules and regulations, including rules pertaining to check-in and hours of play. No golf carts shall enter on the Golf Course except via the main entrance at the club house and after proper check-in has been completed with Golf Course operator.

Section 27. Leasing. For the purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. "Leasing" also means subleasing. The improvements on the Lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased.)

Prior to leasing a dwelling, the owner shall provide to the Board or its managing agent the name of the proposed tenant, the names of the persons who will be occupying the dwelling with the proposed tenant, and a description of each motor vehicle owned or operated by the tenant or members of the tenant's household.

All leases shall include an acknowledgment by the tenant 1) that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents, 2) that the tenant has received a copy of the Governing Documents, and 3) that the Association shall have standing to enforce the terms and conditions of the Governing Documents and such leases against the tenant, including standing to evict the tenant in the event the tenant violates the Governing Documents. If a lease does not expressly include such acknowledgements, then such lease will be deemed to include them by virtue of this amendment being recorded in the public record.

The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

ARTICLE V.

BLOOMINGDALE VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Section 1. Purpose. The Association is responsible for the operation of the Subdivision, the maintenance of the Common Area, the preservation and protection of the property values of all Owners, including the enforcement of the provisions of this Declaration. The Association shall manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, including lighting, to the extent such activities are not performed by any public authority or utility. The Association shall have the duty and responsibility to maintain all irrigation systems and landscaping servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as such person or entity is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to Assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. - The Association shall have only one class of voting membership. Members include all Owners and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Section 4. Proxy Voting. The members shall have the right to vote in person or by proxy. To be valid, a proxy must be dated, state the date, time and place of the meeting for which it is given and must be signed by the Owner or the Owner's authorized representative. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned from time to time. Unless earlier revoked, a proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or Bloomingdale Village Homeowners' Association Rules.

Section 6. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 7. Bloomingdale Village Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the governing documents and Chapter 720, Florida Statutes. All rules and regulations may be promulgated by the Board, subject to amendment or rescission by a majority of the membership present and entitled to vote either in person or by proxy at any regular or special meeting convened for such purposes. The Association's procedures for enforcing

its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 8. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter, upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and Bloomingdale Village Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and Bloomingdale Village Homeowners' Association Rules.

Section 9. Budgets. Not later than sixty (60) days prior to the end of each fiscal year, the Association shall prepare an annual budget to reflect the estimated revenues and expenses for the year forthcoming and the estimated surplus or deficit as of the end of the current year. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

Section 10. Financial Reports. Not later than sixty (60) days after the close of the fiscal year, the Association shall prepare an annual financial report and provide each

Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

ARTICLE VI.

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, hereinafter referred to as "Annual Assessments," (2) special Assessments for capital improvements, hereinafter referred to as "Special Assessments," and (3) specific Assessments for acquired indebtedness hereinafter referred to as "Specific Assessments," Such assessments are to be established and collected as hereinafter provided. The Annual, Special, and Specific Assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in the Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of Design Standards of the Architectural Committee; the payment of operating costs and expenses of the Association; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area and those other responsibilities as outlined herein, and iii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The Annual Assessment shall be levied pursuant to the annual budget and each Owner shall be assessed a proportional share based on the number of Lots he, she or it owns at the time of Assessment. Until such time as Declarant's Class B voting rights have ceased, the Annual Assessment will not exceed \$400.00 per Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement which has not been provided for in the Association's Annual Budget upon the Common Area, including fixtures and personal property related thereto, or the perimeter screening as referred to herein, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of those Members entitled to vote, as defined herein, who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment may be payable in one or more installments with or without interest as determined at the meeting.

Section 5. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner, Occupant or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Annual assessments shall be due on January 1 of each year.

Section 7. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any fiscal year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

Section 8. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 9. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. All Persons acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording

of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association.

Any Assessment not paid within thirty (30) days after the due date shall:

a) bear interest from the due date at the rate of eighteen (18%) percent per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida, and

b) be placed in collection status, incurring a cost of collection charge of one hundred dollars (\$100.00). This cost of collection charge represents an approximation of the cost to the Association of initiating collection of the delinquency using its management company. It is in addition to any other attorney fees and costs which may be incurred pursuing collection.

The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 11. Subordination of the Lien to Mortgages. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any lien holder holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such lien holder then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 12. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the Assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such Assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

ARTICLE VII.

ARCHITECTURAL COMMITTEE

Section 1. Approval of Building Plans. No Dwelling, wall, solar panel, or other improvements or structures shall be commenced, erected, placed, or altered on any Lot, and no exterior addition to, or change in paint color or facade or alteration therein shall be made, until the plans and specifications, and a site plan describing the nature, kind, shape, height, and materials thereof, and showing the location of the same and landscaping package, have been approved in writing by the Architectural Committee as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Architectural Committee. A copy of the plans and specifications and the site plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Committee, or its Designated Representative, prior to commencement of any work thereon. The Architectural Committee may require the submission of such plans and specifications, and a site plan, together with such other documents as it deems appropriate, in such form and detail as it may determine in its sole discretion. The Architectural Committee shall have full and complete authority to approve or disapprove such plans and specifications and site plans and its decision shall be final and binding on all parties.

Section 2. Committee Membership. The Architectural Committee membership shall be initially composed of Vito Saputo, Carol Saputo and Eiji Sadato, all of Sungreene Incorporated, who by majority vote may designate a representative (herein called

“Designated Representative”) to act for and on behalf of the Architectural Committee and to exercise all powers and perform all duties of the Architectural Committee. The address of the Architectural Committee is 1802 Nature’s Way Boulevard, Valrico, Florida.

Section 3. Replacement. In the event of the death, or inability to serve because of disability or resignation of any member or members of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee.

Section 4. Minimum Construction Standards. The Architectural Committee may from time to time promulgate minimum acceptable construction standards; provided, however, that the Architectural Committee shall not be bound by such standards and may alter, amend or revoke them at any time.

Section 5. Assumption of Duties and Powers by the Architectural Committee of Association. The Association shall establish an Architectural Committee to have all the powers and prerogatives granted to the Architectural Committee under this Declaration.

Section 6. Variances. If any Owner makes a request to the Architectural Committee for a variance from any covenants of this Declaration, the Architectural Committee may require such Owner to submit to it such documents and items (including, as examples but without limitation, a written description of the variance requested, plans and specifications, site plans, and samples of materials) as it shall deem appropriate in connection with its consideration of the request for a variance. Approval by the Architectural Committee for a variance shall be by written instrument addressed to the Owner of the Lot with respect to which such variance has been requested. Such written instrument shall set forth the applicable covenant, the variance requested, the decision of the Architectural Committee and the conditions on which the variance has been approved. Such written instrument shall be signed by a majority of the members of the Architectural

Committee (or by the Committee's Designated Representative). Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice to the Owner of disapproval by the Architectural Committee, or (b) failure by the Architectural Committee to respond to the request for variance within sixty (60) days after it has received the request. In the event the Architectural Committee or any successor to the powers and duties thereof shall not be then functioning or the Architectural Committee of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the terms of this Declaration shall be permitted.

Section 7. Standards. In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external' design, materials and location in relation to surrounding buildings and topography within the Lots; and (ii) preserve the value and desirability of the Lots as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Lots as a residential community.

ARTICLE VIII.

EASEMENTS

Lots subjected to this Declaration shall be subject to those easements as set forth on the 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 the easements. The appearance of any easement area on a Lot and all improvements in or on it (other than signs and landscaping installed pursuant to the Wall Easement) shall be maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or approximately by the acts or omissions of such Owner and any guests, invitees, residents or other persons occupying or present upon said Lot.

To the extent that any land or improvement which constitutes part of the property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the property, the aforesaid land or improvement, or both land

and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

ARTICLE IX.
AMENDMENT

Section 1. Amendment by Members. In addition to the foregoing, this Declaration may be amended by a vote of seventy-five percent (75%) of the Owners entitled to vote, provided that: (1) any such amendment shall not be effective until recorded on the Public Records of Hillsborough County, Florida, (2) any such amendment shall not adversely affect any rights or interests of Declarant under this Declaration, as the same may be amended by Declarant as provided herein, unless agreed to in writing by Declarant, (3) any such amendment shall not have priority over any amendment made by Declarant, as long as Declarant owns a Lot, and (4) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

ARTICLE XI.
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to

recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article VI, Section 5. Failure by the Association, Declarant or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. If these restrictions are enforced by any Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, at the discretion of the Board.

Section 2. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Property" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property as a residential community by providing a common plan for their development and enjoyment.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 4. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which

will remain in full force and effect, provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

Section 5. Duration. This Declaration, as amended from time to time in accordance herewith, shall be effective for a term of thirty (30) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five (75%) percent of all Lots has been recorded, which instrument sets forth the agreement of said percentage of Lot Owners to amend this Declaration in whole or in part or to terminate the effectiveness hereof.

Section 6. Violations of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any Lot is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 7. Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any Lot, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that these restrictions set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each person fully understands and

acknowledges that these restrictions shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners. Declarant, its successors, assigns and grantees, covenant and agree, that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance may refer only to the Lot.

Section 8. Conflict. In the event of a conflict in the provisions of the Articles of Incorporation, the Bylaws of the Association and/or this Declaration, the provisions contained in this Declaration shall prevail.

Section 9. Florida Law. These restrictions and any actions brought hereunder shall be interpreted pursuant to the laws of the State of Florida.

Section 10. No Reverter. The restrictions set forth in this Declaration shall not be interpreted so as to contain a forfeiture or reversionary right in the event of their violation.