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Prepared by and Return to:
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Tampa, Florida 33602

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BLOOMINGDALE TRAILS**

THIS DECLARATION, is made this 9 day of March, 2000, by Westfield Development Corporation, a Florida corporation, whose address is 4350 W. Cypress Street, Suite 640, Tampa, Florida 33607, joined in by Westfield Homes of Florida, Inc., a Florida corporation whose address is 107 Dunbar Avenue, Suite I, Oldsmar, Florida 34677, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Westfield Development Corporation is the Owner of certain property in Hillsborough County, Florida, which is more particularly described on Exhibit "A" which is attached hereto and by this reference made a part hereof (the Property); and

WHEREAS, for the purpose stated hereinafter, Declarant desires to impose upon such property certain covenants, conditions and restrictions which will touch and concern such property and are intended by Declarant to be covenants running with the land.

NOW THEREFORE, Declarant hereby declares that all of the Property above described shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

The following words or letter when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation, and any recorded amendments thereto, of the Association, which are attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. "Association" shall mean and refer to the Bloomingdale Trails Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "By-Laws" shall mean the By-Laws, and any amendments thereto, of the

Association, which are attached hereto as Exhibit "C" and are incorporated herein by reference.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners and those areas dedicated to Hillsborough County, Florida, which Declarant has elected to continue to maintain. The Common Areas shall initially include those areas so designated on the Plat of Bloomingdale Trails, including the following parcels:

- A = Landscape Buffer
 - B = Landscape Buffer
 - C = Open green space
 - D = Private Park Area
 - E = Open green space
 - F = Lift Station
 - G = Drainage
 - H = Wetlands / Conservation
 - I = Passive Recreation Area (Creek)
 - J = Upland Area
 - K = Wetlands Area
 - L = Wetlands Conservation
 - M = Entry Island
 - N = Entry Island
- All platted Streets and Roads

and easements designated on the Plat as Drainage Easements and Buffer Easements on the Plat.

Section 6. "Declarant" shall mean and refer to Westfield Development Corporation, a Florida corporation, its successors and assigns, and shall include its affiliated entity, Westfield Homes of Florida, Inc. which is building homes in Bloomingdale Trails.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Bloomingdale Trails.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 9. "Member(s)" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation and the By-Laws. References herein to "members" shall mean "Members" and vice versa. Voting rights of the members are set forth in Article III.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Plat" shall mean and refer to the recorded plat of Bloomingdale Trails, per map or plat thereof recorded at O.R. Book 86, Page 17-1, Public Records of Hillsborough County, Florida.

Section 12. "Property" shall mean and refer to that certain real property hereinabove described, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by recording Supplemental Declarations.

ARTICLE II Property Rights

Section 1. Easements of Enjoyment. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to , and will pass with, the title to every Lot, subject to the following (if ingress and egress to any Lot is through any of the Common Area, then any conveyance or encumbrances of that portion of the Common Area must be subject to that Lot Owner's easement):

(a) Fees. The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for a period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VI, Section 15, below. So long as there is a Class B Membership, if any mortgage encumbering any Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then any such dedication or transfer must be approved by both agencies, provided however such approval shall specifically not be required where the dedication or transfer is made to correct errors or omissions, or is required to comply with the requirements of any Institutional Lender, or is required by any governmental authority.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family , his tenants or contract purchasers who reside on the property.

Section 3. Operation of the Common Area. The Association shall at all times operate, supervise, control and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefore. The landscape/wall easements are owned by the Association, but the interior side of the wall shall be maintained by the individual Lot Owner. The Association shall maintain the exterior side of the wall and shall be responsible for any structural improvements or repairs.