

**Section 4. Utility Service.** Public Utilities serving the Property and Lots, have been, or will be, installed underground in the Common Area and within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property. Any public utility serving the subdivision shall have the right to install, maintain, and repair all utilities for lines, wires, pipes, equipment and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, and such other utility and/or communications made available in the future by advances in technology and approved by the Board.

**Section 5. Public Easements.** Fire, police, health, sanitation, cable, communications, drainage and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the Common Area.

**Section 6. Lot Easements.** Each Lot Owner shall be responsible for the maintenance of all easements situated on his respective Lot for utility and drainage purposes.

**Section 7. Permanent Slope Easement.** There is shown on the Plat a Permanent Slope Easement which is held by Hillsborough County along the entire length of the Property and its boundary with Bloomingdale Avenue. Use of this easement is restricted to Hillsborough County and to the Association for the sole purpose of maintenance thereof. No improvements of any kind shall be installed or maintained in this easement by the Owner of any Lot. Any maintenance activities of the Association within this easement shall be part of the annual assessment described in Article IV hereafter.

**Section 8. Association's Right of Entry.** The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association.

**Section 9. 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 to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 5. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 10. 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, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

**Section 11. Drainage Easements.** Those areas shown as "Drainage Easement" on the Plat shall be maintained as follows: (a) Drainage Easements on Lots shall be maintained by the individual Lot Owners and (b) Drainage Easements on Common Areas shall be maintained by the Association. Use of, and construction within, Drainage Easements is limited in accordance with restrictions contained on the Plat.

**Section 12. Private Streets:** The roads and streets within the Property are part of the

Common Area and are private and not dedicated to the public or open to the public in general. The cost of maintenance thereof shall be part of the Association's budget and the Association is authorized to collect reserves for future road and street maintenance and capital improvements. Easements are hereby granted to the following parties over the roads and streets within the Property:

(a) Declarants hereby grant to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and nonexclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

(b) Declarants hereby grant to fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles, a permanent and perpetual easement for ingress and egress over and across the Common Areas, including any private streets within the Property.

**Section 13. Operation of Gated Entries.** By acceptance of a deed to a Lot within the Property, each Owner agrees that the Association and the Declarants have no obligations whatsoever for providing protection to persons on the Property. Owners further acknowledge and agree that an entrance gate does not guarantee the Owners' personal safety or security of Owners' Property. Owners acknowledge that the Declarants and the Association have no control over said gates and Owners hereby release Declarants and the Association from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their Property, because a gate in and of itself will not protect Owners from and against said risks and dangers. Owners further agree that the Declarants and the Association shall have no obligation whatsoever for providing protection to Owners or the Property from conditions existing within public or private streets, parks or common areas. Owners agree that the Declarants and the Association shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of a gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate.

**Section 14. Liability of the Association.** Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (hereafter, collectively the "Association Documents"), neither the Association nor the Declarants nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, Owner, occupant or user of any portion of Bloomingdale Trails including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any Property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

(d) each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

(e) the Property may contain recreation areas/open spaces, and water areas and other natural elements which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this Article, "Association" shall include within its meaning the Declarants, and the directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of the Association and the Declarants.

### ARTICLE III Membership and Voting Rights

**Section 1. Membership.** Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to the assessment.

**Section 2. Voting Rights.** The Association shall have two (2) classes of voting memberships:

**Class A.** Class A members shall be all those Owners, as defined in Section 1, with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such lot shall be exercised as they, among themselves,