

included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records.

It is the intention of this provision to vest in the ACC 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 specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ACC's prior written approval in the manner above provided.

All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of 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 ACC'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 the ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within thirty (30) working days after submission. If the ACC does not take action to either approve or disapprove the submission within thirty (30) working days after receipt of the plans and specifications, the request shall be deemed denied.

Section 3. Exculpation of ACC. Members of the ACC 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 or resulting from the approval, the failure or refusal to approve, or the disapproval of , any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, not for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

Section 4. Submission of Plans and Specifications for Review by ACC. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC.

ARTICLE VI General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least seventy-five percent (75%) of each class of voting members. This and any Supplemental Declarations may be amended as provided in Section 5 of this Article.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarant, the Architectural Control Committee, the Association or any Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Association with the approval of at least seventy-five percent (75%) of each class of the voting members, and thereafter with the approval of not less than two-thirds (2/3) of the voting members. If the Federal Housing Administration and/or the Veterans Administration insures or guarantees any mortgage loans on Lots within the Property, any such amendment shall have the prior approval and be contingent upon the approval of the Federal Housing Administration and/or Veterans Administration before being effective as to the Lots in the Property. Provided, however, that no such amendment shall adversely affect the rights and duties of the Declarant without its prior written consent thereto, nor shall any amendment affect the drainage provisions hereunder without the consent of the Southwest Florida Water Management District. Any such amendment shall be recorded in the public records of Hillsborough County, Florida. Notwithstanding the above, Declarant may amend this Declaration without the consent of any other party within two years of recording if: (a) required by a governmental agency or Southwest Florida Water Management District, or (b) to correct a scrivener's error herein.

Section 6. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the United States Department of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA), if any such agency has insured or guaranteed any mortgage loan on a Lot in the Property:

- (a) Mortgaging of Common Area;

- (b) Dedication and conveyance of Common Area;
- (c) Annexation of additional property;
- (d) Amendment of this Declaration of Covenants Conditions and Restrictions; or
- (e) Merger, consolidation and/or dissolution of Bloomingdale Trails Homeowners' Association, Inc.

This Declaration is being submitted to the HUD, FNMA, the FHA, and the VA for approval. Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogate from, the provisions of this instrument in the manner and to the extent required by HUD, FNMA, the FHA or the VA in order for such organizations to approve financing of residential houses on Lots within the Property. HUD, FNMA, FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the HUD, FNMA, the FHA, or the VA pursuant to this provision.

Section 7. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and By-Laws of the Association, any rules and regulations concerning the Property, and the books, records and financial statements, for the immediate preceding fiscal year of the Association.

Section 9. Effective Date. This Declaration shall become effective upon its recordation in the Hillsborough County Public Records.

Section 10. Encroachment Easements. In the event that any Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any Common Area shall