

- (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

encroach upon any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

Section 11. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or By-Laws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern.

Section 12. Interpretation. When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

Section 13. Additional Land. Subject to Article VI, Section 6 of this Declaration, the Declarant reserves the right to annex the additional land adjacent to the property which is the subject of this Declaration described in Exhibit A-2 hereof, and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration without the approval of Class A membership. Upon filing of a Supplemental Declaration, the Lot Owners of the annexed real property shall be members of the Bloomingdale Trails Homeowners' Association, Inc. and shall enjoy all the rights and privileges thereto. No other additional real property may be annexed or added to the Property unless upon the prior approval of at least two-thirds (2/3) of all voting members.

Section 14. Mortgage or Conveyance of Common Area. The Common Area, or any part of the common area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Class A Members.

Section 15. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article III, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of members entitled to cast at least sixty percent (60%) of the votes, pursuant to Article III, Section 2, outstanding constitutes a quorum.

ARTICLE VII Restrictions on Use of the Property

Section 1. Use. No Lot shall be used except for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two (2) stories, patios, porches, garages, a swimming pool, landscaping, walls, fencing, driveways and sidewalks appurtenant thereto. Each dwelling must have a minimum of a two-car garage. Carports are not permitted. All such improvements must be approved in writing by the ACC prior to commencement of construction. Any garage in a model home that has been converted to air conditioned space by the Declarant or its contractors does not need to be reconverted to garage space. However, the vehicle parking requirements of this Declaration shall apply to such residence, and if the Owner of the residence can not meet such parking requirements without a reconversion to garage space,