

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,

then the garage area must be reconverted to a working garage.

**Section 2. Outbuildings Prohibited.** No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. However, a utility building, not to exceed six feet (6') in height, which is approved by the ACC, may be permitted provided it is located in the rear yard and the rear yard is fenced in accordance with Section 13. Cabanas or pool houses shall be permitted. No storage buildings shall be permitted. However, the provisions of Sections 25 and 26 of this Article VII shall supersede this section.

**Section 3. Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of the garage, porches, patios and lanais shall be not less than 1,200 square feet. However, living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.

**Section 4. Minimum Lot Size.** No dwelling shall be constructed on a Lot or plot having an area of less than 5,500 square feet. No Lot shall be divided, resubdivided or reduced in size by any method whatsoever, unless all portions of said Lot are used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All building plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. More than one (1) Lot under one (1) ownership may be used for one (1) dwelling, in which event this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat.

**Section 5. Setbacks.** The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer to the front Lot line than twenty (20) feet. No dwelling or other structure shall be erected closer than twenty (20) feet to the rear Lot line, or closer than five (5) feet to any side interior Lot line, except for a swimming pool. No dwelling or other structure situated on a corner lot shall be erected closer than twenty (20) feet to any street right-of-way. These setbacks may be decreased by up to 25% if approved by Hillsborough County and the ACC in accordance with adopted regulations.

**Section 6. Nuisance Prohibited.** No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraphs 25 and 26 of this Article. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

- (a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by the Declarant or builder in connection with construction work and activities engaged upon any Lot.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any public street or the private property of others without the express or implied consent of the Owner of such other private property; and provided further that no more than a total of three (3) such animals may be kept on any Lot.

**Section 9. Signs.** No signs of any kind, including "For Rent", "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than two square feet in size, solely advertising the property for sale or rent; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Paragraph 25 herein are exempt from this Section 9. Political signs and signs installed to annoy, harass, disturb, or embarrass any Owner are prohibited under all circumstances.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, 18" satellite dishes are permitted on all lots, provided they have received prior approval from the ACC, do not exceed 4 feet in height and are landscaped.

**Section 11. Utility Easements.** Easements for the installation and maintenance of utilities are reserved as shown on the recorded subdivision plat(s) of the Property. Within these easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**Section 12. Trees.** In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or cutting of trees shall be performed in violation of law or of this Declaration.

**Section 13. Fences, Wall, and Hedges.** Fences, walls and hedges may be constructed or maintained only as permitted by the ACC, but in no event to exceed six (6) feet in height, except that Declarant may construct an eight foot (8') wall along the major roadways adjoining the