

improvement is not so commenced within seven (7) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the ACC for approval for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

**Section 21. Repainting of Homes.** If the exterior of any home (including trim, doors and garage doors) is repainted within the first five years subsequent to conveyance by Declarant, it shall be painted in the same color or as close to the same color as possible of that which was provided by the Declarant at the time of conveyance, unless an alternative color is approved by the ACC.

**Section 22. Window Air Conditioners.** No window air conditioning unit shall be installed in any window which is visible from any street.

**Section 23. Street Lighting.** Each Lot is subject to the power and authority of the Lighting District created by Hillsborough County. If at any time hereafter, Declarant requests that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as otherwise provided by law, all Owners of such Lots will upon written request by Declarant; (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) join in any petition to annex contiguous property to the street lighting district.

**Section 24. Basketball Goals.** Basketball goals and hoops may be located in front yards or in driveways provided such basketball goals and hoops meet the standards of the ACC and are approved pursuant to Article V, Section 2.

**Section 25. Exemption of Declarant.** Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns or it or their contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as many be reasonably necessary for the conduct of Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Declarant and its designated assigns.

**Section 26. Exemption of Declarant and Designated Builders.** Every person, firm or corporation purchasing a Lot recognizes that Declarant or designated builders shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices, including sales of homes in Bloomingdale Trails and other subdivisions being developed by Declarant.

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

Declarant's and any builder's rights as defined in Sections 25 and 26 shall terminate when the last Lot is sold to a resident or December 31, 2005, whichever occurs later, unless prior thereto Declarant has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lots which Declarant or builder may own. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant or a designated builder.

**Section 27. Front Doors.** The front door of each residence constructed on a Lot shall be maintained in an attractive manner, and no screen doors, storm doors, glass doors, or the like shall be allowed on such front doors. The original door color shall be maintained unless otherwise approved by the ACC.

**Section 28. Front Yards.** The front yard of each residence constructed on a Lot shall remain grass, and each Owner is required to maintain such grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by the Declarant utilized an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized unless otherwise approved by the ACC.

**Section 29. Window Coverings.** All interior window coverings which are visible from any street shall be white in color, or have a white backing, in order that all windows present a uniform white presence to the exterior of the improvement.

**Section 30. Drainage Easements.** Reference is made to the Plat of Bloomingdale Trails, recorded or to be recorded in the Public Records of Hillsborough County, Florida (the "Plat"). The Property is the subject matter of the Plat. The Plat reflects certain areas as "Drainage Easements". The Plat provides the following regard to these areas:

"Drainage easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees shrubs, hedges, and landscaping plants other than grass, except as approved by the County Administrator."

**Section 31. Swimming Pools and Porch Enclosure.** In the event any Owner constructs a swimming pool on a Lot, such swimming pool must be entirely in-ground, and the Owner of the

Lot must erect a screen enclosure or a fence at least six (6) feet in height around the entire perimeter of that portion of the Lot located behind the house so as to prevent access to such swimming pool. However, this Section shall not create any liability or responsibility on the part of the Declarant or the Association from any claims arising from the lack of a fence and the existing swimming pool. The term swimming pool shall also include any spa, whirlpool bath, or similar device as determined by the ACC. All porch enclosures must be approved by the ACC and shall be constructed with white aluminum supports.

**Section 32. Outdoor Clotheslines.** No outdoor clothesline of any kind whatsoever, temporary or permanent shall be permitted on any Lot, unless the lines are not visible from the exterior of the Lot.

#### **ARTICLE VIII Operation, Maintenance and Monitoring of Drainage Facilities**

**Section 1.** The Association shall maintain, as part of the common elements, drainage structures for the property and comply with conditions of the permits from the Southwest Florida Water Management District (SWFWMD) for the drainage system. The Association, shall, when requested by Declarant, accept transfer of the SWFWMD permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for maintenance, repair and replacement of common elements and drainage facilities in perpetuity.

**Section 2.** The Association shall maintain, as part of the common elements, any areas designated on the Property as mitigation areas for wetlands. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates.

**Section 3.** It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

**Section 4.** It is the lot Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide and cutting and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Tampa Permitting Department and all other appropriate governmental entities, including Hillsborough County.

**Section 5.** Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property.

**Section 6. Ponds, Cypress Trees and Conservation Areas.** Any ponds or other water retention areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds are located. The area(s) shown as wetland