

**Prepared by and after recording return to:**

**Michelle T. Reiss, Esq.**

**Appleton Reiss, PLLC**

**215 N. Howard Avenue, Suite 200**

**Tampa, FL 33606**

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**SUMMARY NOTICE OF PRESERVATION OF THE DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
BLOOMINGDALE – UNIT DD**

**THIS SUMMARY NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BLOOMINGDALE – UNIT DD** (the “Notice”), which was duly approved by the Board of Directors of Bloomingdale – DD Homeowners’ Association, Inc. on April 24, 2023, is issued pursuant to Section 720.3032, Florida Statutes and Section 712.05(2)(b), Florida Statutes, and serves to preserve and protect the covenants, conditions and restrictions described herein from potential termination or extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes:

**INSTRUCTIONS TO RECORDER:** Please index both the legal name of the association and the names shown in item 3.

1. Legal name of Association: BLOOMINGDALE – DD HOMEOWNERS’ ASSOCIATION, INC.
2. Mailing and physical addresses of Association: Mailing Address: Bloomingdale – DD Homeowners’ Association, Inc., 3903 Northdale Blvd Ste 250 W Tampa FL 33624
3. Names of the subdivision plats, or, if none, common name of community: Bloomingdale Section “DD” Phase 1, Plat Book 76, Page 35. Bloomingdale Section “DD” Phase 4 Unit 1, Plat Book 81, Page 56. Bloomingdale Section “DD” Phase 2, Plat Book 86, Page 20. Bloomingdale Section “DD” Phase 3 and Phase 4 Unit 2, Plat Book 89, Page 81.
4. Name, address, and telephone number for management company, if any: WISE Property Management Inc. 3903 Northdale Blvd Ste 250W Tampa FL 33624
5. Intent of Association: This notice does constitute a notice to preserve and protect the covenants or restrictions from extinguishment under the Marketable Record Title Act.

- 6. Covenants and Restrictions Preserved: The following covenants or restrictions affecting the community which the Association desires to be preserved from extinguishment and which are attached hereto as **Exhibit A**:

Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale – Unit DD, as recorded in Official Records Book 8073, Page 0995; as amended and supplemented in Official Records Book 8731, Page 1430, as amended in Official Records Book 09204, Page 0950, as amended and supplemented in Official Records Book 09887, Page 0995, as amended in Official Records Book 14515, Page 0319, as amended in Official Records Book 14515, Page 0321, as amended in Official Records Book 27195, Page 1178 and any and all other amendments thereto, all of the Public Records of Hillsborough County, Florida; as amended.

See Exhibit

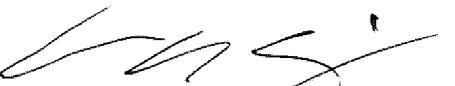
- 7. Legal Description: The legal description of the community affected by the listed covenants or restrictions is:

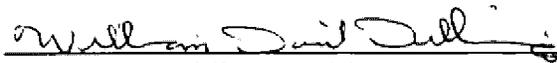
See attached Exhibit "B" and the following plats:  
 Bloomingdale Section "DD" Phase 1, Plat Book 76, Page 35.  
 Bloomingdale Section "DD" Phase 4 Unit 1, Plat Book 81, Page 56.  
 Bloomingdale Section "DD" Phase 2, Plat Book 86, Page 20.  
 Bloomingdale Section "DD" Phase 3 and Phase 4 Unit 2, Plat Book 89, Page 81

**IN WITNESS WHEREOF**, the Association has executed this Notice in manner and form sufficient to bind it as of the date set forth above.

Witnesses:

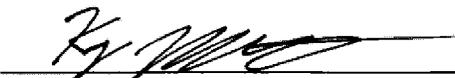
BLOOMINGDALE – DD  
 HOMEOWNERS' ASSOCIATION, INC.

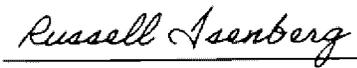
  
 \_\_\_\_\_  
 Print Name: Cara H. Wing

  
 \_\_\_\_\_  
 BY: William Dilling, President

  
 \_\_\_\_\_  
 Print Name: Jennifer Tutko

Witnesses:

  
 \_\_\_\_\_  
 Print Name: \_\_\_\_\_

  
 \_\_\_\_\_  
 BY: Russell Isenberg, Secretary

Ky Martin  
 \_\_\_\_\_

Print Name: Chris Crain

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

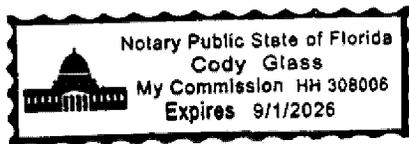
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5 day of May, 2023 by William Dilling, as President and Russell Isenberg, as Secretary, of Bloomingdale – DD Homeowners’ Association, Inc., a Florida Not For Profit Corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Summary Notice of Preservation of the Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale – Unit DD, and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 5 day of May, 2023.

[Signature]

Notary Public

[NOTARY SEAL]



Cody Glass  
Name Typed, Printed or Stamped  
My Commission Expires: 9/2026



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Prepared by and return to:  
Molloy, James & Peterson  
325 South Boulevard  
Tampa, Florida 33606

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
BLOOMINGDALE - UNIT DD

THIS DECLARATION, made this 26 day of June, 1996, by  
BRANDON PROPERTIES PARTNERS, LTD., a Florida Limited partnership,  
hereinafter referred to as "Declarant," and Suarez Housing Corp.,  
hereinafter referred to as "Suarez."

W I T N E S S E T H

WHEREAS, Declarant and Suarez are the fee simple owners of  
certain real property and improvements in Hillsborough County,  
Florida which is more particularly described in Exhibit "A" (the  
"Property"), attached hereto and made a part hereof, together with  
such additions thereto as may be designated from time to time by  
Declarant and made subject to this Declaration, all hereinafter  
referred to as the "Property," and plan to develop such Property  
under a common plan of development;

NOW, THEREFORE, Declarant and Suarez hereby declare that all  
of the real property described in Exhibit "A" shall be held, sold  
and conveyed subject to this Declaration of Covenants, Conditions,  
Restrictions and Easements, which Declaration of Covenants,  
Conditions, Restrictions and Easements shall be and are easements,  
restrictions, covenants and conditions appurtenant running with the  
land, and shall be binding upon and inure to the benefit of all  
parties having any right, title or interest in the real property  
set forth in Exhibit "A" or any part thereof, and their respective  
heirs, successors and assigns, as their respective interests may  
appear.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following  
terms shall have the following meanings whenever used in the  
Declaration of Covenants, Conditions, Restrictions and Easements,  
the Association's Articles of Incorporation, or the Association's  
By-Laws:

Section 1. "Association" shall mean and refer to Bloomingdale

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- DD Homeowners' Association, Inc., a corporation not-for-profit organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "B" and "C."

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Builder" means any person or entity who acquires a Lot from Declarant for the purpose of constructing thereon a single-family residence and appurtenances, for resale in the ordinary course of the business of such person or entity.

Section 5. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be that described in the plat.

Section 6. "Declarant" shall mean and refer to Brandon Properties Partners, Ltd. and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Hillsborough County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 7. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 8. "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 9. "FHA" shall mean the Federal Housing Administration.

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Section 10. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 11. "Lake" shall mean any body of water designated as a Lake or Conservation Area on any Plat and any man-made storm water detention or retention area located on the Property.

Section 12. "Lake Area" shall mean all real property which is part of a Lake.

Section 13. "Lake Lot" shall mean any Lot containing a Lake Area.

Section 14. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 15. "Lot" shall mean and refer to plot of land shown and identified by number upon any Plat of the Property now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 16. "Member" shall mean a Member of Bloomingdale - DD Homeowners' Association, Inc. as set forth in Article III.

Section 17. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 18. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 19. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 20. "Plat" shall mean a recorded subdivision map or plat of the Property, or any part thereof, recorded in the Public

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Records of Hillsborough County, Florida.

Section 21. "Private Area" shall mean that area within each Lake Lot which is not Lake Area.

Section 22. "Property" shall mean all of the real property described on the attached Exhibit "A," and such additional property as may be added thereto by annexation."

Section 23. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 24. "Structure" shall mean: Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. A n y excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 25. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

Section 26. "VA" shall mean the Veterans Administration.

## ARTICLE II

### COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any

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act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

(c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened.

Section 3. Responsibilities of the Association. Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention ponds, culverts and related appurtenances.

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Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the Homeowners' Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

Section 6. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots.

a. Each property Owner within the subdivision shall have the responsibility 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, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

b. Each Owner shall have the responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds or jurisdictional areas abutting their property, unless permitted by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Department.

c. No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, Florida Administrative Code.

ARTICLE III

BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION

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**Section 1. Purpose.** The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

**Section 2. Membership.**

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

**Section 3. Voting.** The Association shall have two classes of voting membership:

**Class A.** So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

**Class B.** The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(b) On January 1, 2002, or

(c) When the Declarant waives in writing its right to Class

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B membership.

Section 4. Rights and Obligations of the Association. Besides those responsibilities to the Common Area outlined in Article II, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority or utility. In the event the Board decides that the Association should maintain the perimeter screening referred to in Article VI herein, then this shall be a responsibility of the Association, and the individual Owners shall not be responsible for such maintenance. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate. The association has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Homeowners' Association Rules.

Section 6. Capital Improvements. Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Section 5, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots,

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Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 617, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners' Association Rules.

#### ARTICLE IV

##### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital

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improvements, hereinafter referred to as "Special Assessments", and (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments" such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the providing of general security for Bloomingdale - DD; and the payment of all principal and interest when due and all debts owed by the Association.

**Section 3. Annual Assessment.** The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area and water management system, providing general security for Bloomingdale - DD, and those other responsibilities as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The annual assessment commencing January 1, 1996 shall be Two Hundred Dollars (\$200.00), due at the transfer from builder to resident. Upon completion of the recreation area facilities, the Association may increase the assessment at that time by One Hundred Dollars (\$100) per year, regardless of the provisions of Section 4 below.

**Section 4. Maximum Annual Assessment.** At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's

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operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the perimeter screening as referred to herein, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of those Members authorized to vote, as defined herein, who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment may be payable in one or more installments, with or without interest, as determined at the meeting.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand.

Section 7. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each

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Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 8. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

Section 9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject assessment under this Declaration. This fraction will change as additional property is added to the Property, but is initially 1/\_\_\_\_\_.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the

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Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration.

Section 12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the

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Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 16. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

#### ARTICLE V

#### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in Bloomingdale - DD have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant. At such time as all of the Lots in Bloomingdale - DD have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Board and all the Owners of Lots in Bloomingdale - DD to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Board shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the

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Association Documents and prescribe rules and regulations pursuant to which such Committee shall act. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article VIII, Section 4, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Control Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Control Committee established by the Board shall take over.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.

In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Bloomingdale - DD, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural

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Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Control Committee including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot and including building setbacks, open space, driveways, walkways, and parking spaces including the number thereof;
- (b) a foundation plan;
- (c) a floor plan;
- (d) exterior elevations of any proposed Structure and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;
- (e) specifications of materials, color scheme, lighting schemes, and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and
- (f) plans for landscaping and grading, especially if the proposed Structure consists of such landscaping or grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and

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specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The initial construction of a dwelling on a Lot by a builder shall be subject to these provisions, but approval of plans and landscaping shall only be required once for any model plan. Thereafter, no plans or landscaping approval shall be required for construction of the same model on another Lot.

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Section 4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. Certificates. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee with respect TO the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity.

#### ARTICLE VI

##### GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any Builder of homes in Bloomingdale - Unit DD from using any Lot owned by Declarant or such Builder of homes for the purpose of carrying on business related to the development, improvement, and sale of Lots; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

Section 2. Setbacks and Building Lines.

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(a) Dwellings: Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the Plat or required by Law. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the Plat or required by Law, unless the law allows for variance.

(b) Walls and Fences: All fences and walls shall be subject to the prior written approval of the Architectural Control Committee, and shall comply with all governmental requirements. All fences shall be wood board on board and six (6) feet in height. Fences shall be placed so that the posts shall be placed on the inside of the fence and the side without any supports shall face out from the Lot. Fences in the rear yard on Lots bordering the perimeter wall shall be one (1) foot below the top of the wall for eight (8) feet. For waterfront Lots, the wooden board on board fence shall be six (6) feet in height and begin tapering at the rear corner of the house so as to be four (4) feet in height at the rear Lot line. The rear waterfront Lot fence shall be four (4) feet in height and be a wooden picket fence or a black vinyl-coated chain link fence. No fence or wall shall be erected, placed, or altered on any Lot nearer to the street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not rise above the finished elevation of the earth embankment retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to this Declaration.

(c) Subdivision of Lots: One or more Lots or Parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and so long as each Lot shall have an area at least as large as the smallest lot set forth on the Plat. In such event, the building and setback line requirements provided herein shall apply to such Lots as are subdivided or combined.

(d) Terraces, Eaves, and Detached Garages: For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure, shall not be considered as a part of the Structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached Structures must not encroach upon any side or rear setback line or upon the Lot of an adjacent Owner or upon any easement as set forth herein.

Section 3. Building Requirements. The living areas of the main structure, exclusive of open porches, garages, carports,

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patios, gazebos, and breezeways, shall be not less than 1450 square feet for a one-story dwelling, nor less than 1650 square feet for dwellings of two stories or more, including split-level dwellings; provided, however the first floor of any two story or greater dwelling, including split level dwellings, must contain at least 850 square feet of floor area.

Section 4. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 5. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering, and all other particulars of receptacles for the receipt of mail, newspapers, or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 6. Use of Outbuildings and Similar Structures. No Structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 7. Building Materials. No building materials or equipment used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement to which same is to be used.

Section 8. Completion of Construction. The Association shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence or Structure not completed within one (1) year from the date of commencement of construction. The construction of any dwelling, or repair, or replacement of any dwelling damaged by fire or otherwise, or other Structure must be promptly undertaken and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling or Structure in an incomplete condition for a period of more than six (6) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete Structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the

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Association may be specifically assessed against such Lot as provided in Article IV, herein.

Section 9. Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of four (4) dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section 9, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure fences when out of doors. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including but not limited to, the removal of the pet from Bloomingdale - DD if the pet has attacked or bitten a person or other person's pet.

Section 10. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Bloomingdale - Unit DD.

Section 11. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a professional sign one square foot in size and a sign of not more than four (4) square feet in area may be used to advertise the Lot for sale or rent. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 12. Perimeter Screening. Any and all walls, fencing, landscaping, or other screening installed by Declarant as part of the Work and any signs located thereon, together with the buffer walls, will constitute an improvement to each Lot upon or along which it is situated and the property of the Owner of such Lot shall be responsible for all costs of maintaining, repairing, and replacing both the exterior and interior portion situated on or

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along such Lot. Any such wall shall be considered part of the perimeter screening regardless of whether it is located in a public right-of-way or on a Lot. To assure visual uniformity on the side of all such walls, fencing, or other screening facing the exterior perimeter of the Property or any street or road located therein, the Architectural Control Committee may establish when, how, and with what materials any required maintenance, repair, and replacement will be performed. If any Owner then fails to perform any such maintenance, repair, or replacement in the manner reasonable directed by the Architectural Control Committee with respect to such Owner's Lot, the Association may perform it at such Owner's expense and assess its cost to such Owner's Lot as provided in Article IV herein and the Owner hereby grants the Association an easement to enter upon its Lot to perform such work. The Association shall be responsible for all costs of maintaining and repairing the exterior portions of walls, fencing, signs and landscaping located on wall, landscaping and planter easements, as shown on the plat.

Section 13. Sidewalks. The Owner of each Lot shall be responsible, at the Owner's sole cost and expense, for the installation of sidewalks on his Lot in accordance with the requirements of Hillsborough County ordinances. Installation of said sidewalks shall be completed concurrently with the completion of the residence, but in all events within three (3) years from the date of closing of sale of the Lot to Owner. If, upon dedication of the road and road right-of-way to the County, the County fails to maintain the sidewalks, each Owner, at his sole cost and expense shall maintain the sidewalk on his Lot. To assure visual uniformity of sidewalks the Architectural Control Committee shall establish how and with what materials any installation, maintenance, or repair shall be performed. If any Owner fails to comply with the requirements of this Section after reasonable notice, the Association or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter any Lot for the purpose of maintaining the sidewalks and enforcing, without any limitation, all of the restrictions as set forth as part of this Declaration. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

The Declarant reserves as part of the Common Area an easement for access over and on the sidewalks with said easement also being for the purpose of enforcing, without limitation, the reservations and restrictions set forth herein which shall include the repair and maintenance of the sidewalks.

Each owner shall have a cross easement appurtenant for use of the sidewalks, subject to the limitations and restrictions stated herein.

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Section 14. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. All fuel tanks, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service, including but not limited to lines, pipes and wiring, to residences shall be underground.

Section 15. Use and Protection of Lakes.

(a) The Private and Lake Areas of each Lake Lot shall be for the exclusive use and benefit of the Lake Lot Owner thereof subject, however, to the limitations, restrictions, and reservations stated herein:

The Declarant reserves as a part of the Common Area, an easement for access, ingress and egress over and on each Lake Lot with said easement also being for the purpose of enforcing without limitation the rights, reservations, and restrictions set forth herein.

The Association, or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any Private Area and Lake Area for the purpose: (i) of maintaining the Lake Area; (ii) or removing any improvement constructed or maintained upon such Private Area or Lake Area in violation of the provisions hereof; (iii) of restoring such Private Area as authorized; and (iv) of otherwise enforcing, without any limitation, all of the restrictions as set forth as a part of this Declaration.

The responsibility for repair and general maintenance of the lake Areas is that of the Association. The Association has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

No Owner shall construct or maintain any improvement upon a Private Area which would, in the judgment of the Association, detrimentally affect the normal water level of the Lake Area. No docks, fences, or structures may be constructed on any Private Area or Lake Area unless prior written approval of the Architectural Control Committee is given. No Owner may fill a Lake, draw water from a Lake nor place solid material or liquids in a Lake. No Owner shall remove native vegetation (including without limitation cattails) that become

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established within any Lake or Lake Area. Prohibited removal shall include, without limitation, dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department.

(b) Each Lake Lot Owner shall have a cross easement appurtenant for use of the Lake which his Private Area borders subject to the limitations and restrictions stated herein.

The use of the Lake Area and Lake shall be subject to the Homeowners' Association Rules. There shall be no use of the Lake Area and Lake except natural recreational uses which do not injure or scar the Lake Area or Lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Private Areas, or in their enjoyment of the Lake Area.

(c) Neither the Declarant nor the Association shall be responsible for control over the level of water in any Lake. Nor shall Declarant or the Association be liable for damages in any way for an increase or decrease to the water level of any Lake Area or Lake. Each Owner agrees that he will not bring any action or suit against Declarant or Association to recover for any damage caused by an increase or reduction in the water level of any Lake Area or Lake.

Section 16. Boats. Boats or any flotation devices are prohibited on all Lakes.

Section 17. Swimming Pools. Swimming pools must be located to the rear of the main building unless a different location is authorized in writing by the Architectural Control Committee. Swimming pools must conform to the setback and building requirements as shown on the Plat and as required by applicable law.

Section 18. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, including: all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering, and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery so that the same do not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the Architectural Control Committee any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee, then

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the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the Architectural Control Committee and the Board shall have, in addition to all other rights set forth in this Declaration, at law or inequity, a Right of Abatement as provided in Article VIII, Section 1 hereof.

Section 19. Antennae and Clotheslines. No radio or television transmission or reception antennae, apparatus or tower shall be erected on the Property or any Lot or Structure. Notwithstanding the above, a satellite dish antenna eighteen inches (18") in diameter or smaller may be installed on the rear side of the dwelling or in the rear yard with landscape screening and with approval of the Architectural Control Committee. No clothesline shall be installed in the yard of any Lot, except in the rear yard and behind the dwelling structure.

Section 20. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 21. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or completely screened from view. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applies to prevent the temporary nonrecurrent parking of any vehicle, boat, or trailer for a period not to exceed forty-eight (48) hours upon any Lot. There shall be no major or extended repair or overhaul performed on any vehicle on the Lots. All vehicles and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the owner thereof.

Section 22. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. All garbage and trash cans and containers shall be kept in the garage or in the rear yard, screened to conceal them from view of neighboring Lots and

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streets, except on the days of collection. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee or the Board. Trash for pickup may be put out no more than 24 hours prior to pickup, and trash containers must be stored not more than 24 hours after pickup.

Section 23. Changing Elevations. No Owner shall excavate or extract earth from a Lot for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 24. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

Section 25. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 26. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to water, telephone, and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 27. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality. No vehicular access to any Lot having double frontage along a designated collector road and another roadway segment shall be permitted from the public right-of-way of the designated collector road.

Section 28. Garages. Each dwelling must have a garage of sufficient size to house at least two (2) passenger automobiles. All garages must be substantial and conform architecturally to the dwelling to which they relate. When garages are not in use, garage doors shall be closed. Garages shall be used only for parking motor vehicles, hobbies, and storing Owner's household goods.

Section 29. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be erected, maintained, or permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

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**ARTICLE VII**

**EASEMENTS**

Lots subjected to this Declaration shall be subject to:

- (a) Those easements, if any, shown as set forth on the Plat thereof; and
- (b) All easements provided for in this Declaration.

The appearance of any easement area on a Lot and all improvements in or on it shall be maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

**ARTICLE VIII**

**GENERAL PROVISIONS**

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the

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Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

Section 2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

Section 4. Amendment; Additional Phases. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as Brandon Properties Partners, Ltd. (even

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after an assignment of Declarant status to another) or the Declarant shall own any Lot or have the right to subject the Phase 2 Property or Phase 3 Property to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of Brandon Properties Partners, Ltd. (even after an assignment of Declarant status to another) or the Declarant under this Declaration.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of two (2) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Bloomingdale - DD. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment.

Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

**Section 5. Annexation of Additional Property.** Within five (5) years of the date of execution of this Declaration, Declarant may, subject to compliance with Section 6 below, add lands to the Property described herein, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.

**Section 6. FHA/VA Approval.** As long as there is a Class B

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membership, the following actions will require prior approval of the FHA/VA: annexation of additional land, dedication of Common Area, and amendment or termination of this Declaration.

Section 7. Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

Section 8. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 9. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 10. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 11. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 12. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

IN WITNESS WHEREOF, the Declarant and Suarez Housing Corp. have caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

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REC 8073 P 1025

Executed and declared in  
the presence of:

Noreen S. Folsom

Noreen S. Folsom  
(Print name signed above)

Kathy Murphy

Kathy Murphy  
(Print name signed above)

BRANDON PROPERTIES PARTNERS, LTD.,  
a Florida limited partnership  
By: Shimberg Cross Company,  
a Florida corporation

As its: General Partner

By: Glen E. Cross  
Glen E. Cross,  
As its: President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

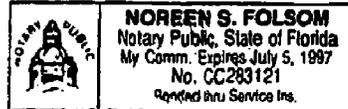
The foregoing instrument was acknowledged before me 20th day of January, 1996, by Glen E. Cross as President of Shimberg Cross Company, as General Partner of Brandon Properties Partners, Ltd., a Florida limited partnership, who is personally known to me or who produced identification.

Noreen S. Folsom  
Notary Public  
State of Florida

My Commission Expires: 7-5-97

Noreen S. Folsom  
(Printed, Typed or Stamped Name of Notary)

Commission Number:



Executed and declared in  
the presence of:

Carol I. Anne

Carol I. Anne  
(Print name signed above)

Kim A. Pall

Kim A. Pall  
(Print name signed above)

SUAREZ HOUSING CORP.,  
a Florida corporation

By: Robert J. Suarez  
Robert J. Suarez  
As its: President

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REC 0073 Pg 1026

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me THIS  
25<sup>th</sup> day of JANUARY, 1996, by  
ROBERT J. SUAREZ as President of Suarez  
Housing Corp., a Florida corporation, who is personally known to me  
or who produced \_\_\_\_\_ as identification.

Notary Public  
State of Florida

Kim A. Pall

My Commission Expires:

(Printed, Typed or Stamped Name of  
Notary)

Commission Number: 5-4-99

#CC 459288



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## Bloomington Section "DD" Legal Description

DESCRIPTION: A parcel of land lying in Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southeast 1/4 of said Section 18, run thence along the North boundary of said Southeast 1/4 of Section 18, S.89°51'37"E., 35.00 feet to a point on the Easterly right-of-way line of Culbreath Road as record in Official Record Book 4910, Page 1910, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line of Culbreath Road, the following two (2) courses: 1) S.00°16'16"W., 250.08 feet to a point of curvature; 2) Southerly, 757.13 feet along the arc of a curve to the left having a radius of 1165.00 feet and a central angle of 37°14'10" (chord bearing S.18°20'49"E., 743.87 feet) to a point of compound curvature, also being the POINT OF BEGINNING; thence Easterly, 40.37 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 92°30'50" (chord bearing S.83°13'19"E., 36.12 feet) to a point of tangency; thence N.50°31'16"E., 70.07 feet to a point of curvature; thence Northerly, 38.10 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°19'18" (chord bearing N.06°51'37"E., 34.52 feet) to a point of reverse curvature; thence Northwesterly, 5.04 feet along the arc of a curve to the right having a radius of 1045.00 feet and a central angle of 00°16'35" (chord bearing N.36°39'45"W., 5.04 feet); thence N.53°28'33"E., 50.00 feet to a point on a curve; thence Easterly, 40.56 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 92°57'17" (chord bearing S.83°00'06"E., 36.26 feet); thence S.39°28'44"E., 50.00 feet to a point on a curve; thence Southerly, 40.56 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 92°57'17" (chord bearing S.04°02'38"W., 36.26 feet) to a point of compound curvature; thence Southeasterly, 89.15 feet along the arc of a curve to the left having a radius of 995.00 feet and a central angle of 05°08'02" (chord bearing S.45°00'02"E., 89.12 feet); thence N.50°31'16"E., 117.74 feet; thence N.88°43'07"E., 114.22 feet; thence S.89°51'37"E., 298.81 feet; thence N.82°56'39"E., 142.22 feet; thence N.00°08'23"E., 145.85 feet; thence S.89°51'37"E., 275.00 feet; thence S.00°08'23"W., 315.00 feet; thence S.08°21'31"W., 53.68 feet; thence S.61°44'37"E., 110.00 feet to a point on a curve; thence Northerly, 85.88 feet along the arc of a curve to the left having a radius of 175.00 feet and a central angle of 28°07'00" (chord bearing N.14°11'53"E., 85.02 feet); thence S.89°51'37"E., 50.00 feet to a point on a curve; thence continue Southerly, 7.53 feet along the arc of said curve to the right having a radius of 225.00 feet and a central angle of 01°55'01" (chord bearing S.01°05'53"W., 7.53 feet); thence S.89°51'37"E., 110.13 feet; thence S.00°08'23"W., 185.00 feet; thence N.89°51'37"W., 33.00 feet; thence S.00°08'23"W., 115.00 feet; thence N.89°51'37"W., 122.00 feet; thence S.71°20'59"W., 49.33 feet; thence S.54°08'23"W., 552.35 feet; thence N.88°11'37"W., 188.14 feet to a point on a curve; thence Northwesterly, 644.73 feet along the arc of a curve to the left having a radius of 1235.00 feet and a central angle of 29°54'40" (chord bearing N.36°59'40"W., 637.43 feet) to a point of reverse curvature, said point also being the Southeast corner of the aforesaid Culbreath Road; thence along the Easterly boundary of said Culbreath Road, Northwesterly, 304.89 feet along the arc of a curve to the right having a radius of 1185.00 feet and a central angle of 14°59'08" (chord bearing N.44°27'27"W., 303.82 feet) to the POINT OF BEGINNING.

Containing 16.825 acres, more or less.

Exhibit "A"

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FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

January 5, 1996

CSC NETWORKS  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

The Articles of Incorporation for BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION, INC. were filed on January 4, 1996 and assigned document number N9600000076. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

**A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.**

**A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.**

**SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.**

Should you have any questions regarding corporations, please contact this office at the address given below.

Teresa Brown, Corporate Specialist  
New Filings Section

Letter Number: 696A00000596

Account number: 072100000032

Account charged: 122.50

Exhibit "B"

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

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# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on January 4, 1996, as shown by the records of this office.

The document number of this corporation is N96000000076.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of January, 1996



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

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REC-073 P.1030

FILED  
96 JAN -4 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
BLOOMINGDALE - DD  
HOMEOWNERS' ASSOCIATION, INC.**

The undersigned hereby associate to form a corporation not for profit under Chapter 617 of the Florida Statutes.

**ARTICLE I  
NAME**

The name of this corporation shall be BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the ("Association"). The principal and mailing address of this corporation shall be 611 West Bay Street, Tampa, Florida 33606.

**ARTICLE II PURPOSE**

The purpose of the Association is to acquire title to and own, and whether owned or not, to operate, maintain and preserve the Common Area, as such term is defined in the Declaration of Covenants, Conditions, Restrictions, and Easements for Bloomingdale DD, which will be recorded among the Public Records of Hillsborough County, Florida, (hereinafter called "Declaration"), in the development located in Hillsborough County, Florida, known as Bloomingdale DD. The Association is also formed to maintain the privately owned areas of Bloomingdale DD which are not maintained by their owners.

**ARTICLE III  
POWERS**

The Association shall have all of the powers given to corporations not for profit by the Florida Statutes and all of the powers expressly conferred upon it by the Declaration, together with all powers necessary to fulfill all such stated powers and the duties expressly given to it by such Declaration. These powers include, but are not limited to, the power to:

1. Maintain, repair, improve and insure the Common Area as defined in the Declaration and other real or personal property which the Association owns or which it has assumed the obligation to maintain, including without limitation the surface water management system which includes the lakes, retention areas, culverts and related appurtenances;
2. Make and collect assessments from its Members;
3. Pay all Association expenses;
4. Acquire title to and exercise all rights of ownership in

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and to any real or personal property;

5. Own and convey real or personal property;
6. Make, amend and enforce reasonable rules and regulations for the use of the property it owns or maintains;
7. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association.
8. Sue and be sued;
9. Contract for operation and maintenance services.
10. Require all Owners to be members of the Association.
11. Exist in perpetuity, but in the event that the Association is dissolved, the Common Area including the surface water management system shall be conveyed to an appropriate agency of local government, or if not accepted to a nonprofit corporation with similar purposes.
12. Take any other action necessary for the purposes for which the Association is formed.

## ARTICLE IV MEMBERS

1. Every record owner of a fee interest in any Lot, as defined in the Declaration, including contract Sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel.
2. Change of membership in the Association shall be established by the recording, in the Public Records of Hillsborough County, Florida, of a deed or other instrument establishing a record of title to a Lot, and shall be evidenced by delivery to the Association of a copy of such instrument. The membership of the prior owner shall be terminated as of the date of delivery of such deed or other instrument.
3. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Lot.
4. There shall be two (2) classes of membership as follows:
  - (a) Class A. As long as there is a Class B membership,

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Class A Members shall be all Owners, as defined in the Declaration, other than the Declarant, as defined in the Declaration, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including the Declarant, as long as the Declarant is an Owner and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be Members, but there shall be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.

(b) Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of the Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(ii) January 1, 2002 or

(iii) When the Declarant waives in writing its right to Class B membership.

**ARTICLE V**  
**BOARD OF DIRECTORS**

1. The affairs of the Association shall be initially managed by a Board of three (3) Directors, whose names and address are:

Glen E. Cross  
611 West Bay Street  
Tampa, Florida 33606

Galen Custard  
611 West Bay Street  
Tampa, Florida 33606

Noreen S. Folsom  
611 West Bay Street  
Tampa, Florida 33606

2. New Directors shall be appointed or elected and the number

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of Directors shall be increased or diminished in accordance with the By-Laws of the Association, but there shall not be less than three.

**ARTICLE VI**  
**OFFICERS**

The officers of the Association shall be President, Vice President, Secretary and Treasurer, and such additional officers as the By-Laws specify. The officers shall be elected by Directors at their annual meeting or at any special meeting called for that purpose.

The first officers who shall serve until the first election are:

President:	Glen E. Cross 611 West Bay Street Tampa, Florida 33606
Vice President:	Galen Custard 611 West Bay Street Tampa, Florida 33606
Secretary/Treasurer:	Noreen S. Folsom 611 West Bay Street Tampa, Florida 33606

**ARTICLE VII**  
**BY-LAWS**

The By-Laws of the Association shall be adopted by the first Board of Directors and may be altered as follows:

1. An amendment may be proposed by any Member or any Director prior to a meeting at which it will be considered.
2. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered.
3. The amendment must be approved, either in person or by proxy by at least a majority of the entire membership of the Board of Directors.
4. No amendment may change the qualifications for membership in the Association.
5. No amendment which will affect the Declarant shall be adopted unless the Declarant has consented thereto in writing.

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6. As long as there is a Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments.

7. A copy of the amendment shall be recorded in the Public Records of Hillsborough County, Florida.

**ARTICLE VII**  
**AMENDMENT OF ARTICLES**

These Articles may be amended in the manner set forth in Chapter 617, Florida Statutes, provided, however, that any amendment to these Articles shall require the assent of written consent of two-thirds (2/3) of the Lot Owners at any regular or special meeting of the membership duly caused and convened. No such amendment may diminish any rights of the Class B Member, however, unless jointed in by such Class B Member.

**ARTICLE IX**  
**DISSOLUTION OF THE ASSOCIATION**

The term of the Association shall be perpetual unless dissolved by the unanimous written consent of the Members and all mortgagees.

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including without limitation the surface water management system portions of the Common Area) shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the individual benefit of any Member or other private individual. The Article is subject to the provisions of Section 617.05 Florida Statutes.

**ARTICLE X**  
**INITIAL SUBSCRIBERS**

The name and address of the initial subscriber is as follows:

Glen E. Cross  
611 West Bay Street  
Tampa, Florida 33606

**ARTICLE XI**  
**RESIDENT AGENT**

The Resident Agent of the Association, for purposes of

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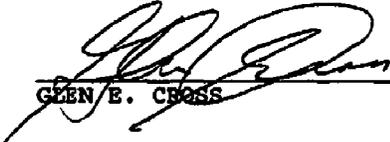
REC 8073 P. 1035

accepting service of process shall be Glen E. Cross, whose address within the State of Florida is 611 West Bay Street, Tampa, Florida 33606.

**ARTICLE XII  
FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, dissolution and amendment of these Articles. Such approval may be presumed by any third party upon the filing or recording of any document requiring such action or actions.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation for the purpose of forming the Association these 14<sup>th</sup> day of December, 1995.

  
GLEN E. CROSS

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 15<sup>th</sup> day of December, 1995, before me the undersigned authority, personally appeared GLEN E. CROSS, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State the day and year first above written.

My Commission Number:

  
NOTARY PUBLIC, State of Florida

My Commission Expires:

NORRIS S. FOLSON  
Print Name

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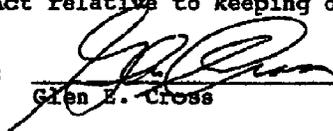
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR OFFICE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION, INC.  
, desiring to organize under the laws of the State of Florida, with its principal place of business at City of Riverview, County of Hillsborough, State of Florida has named Glen E. Cross, located at 611 West Bay Street, Tampa, County of Hillsborough, State of Florida, 33606, as its agent to accept service of process within this state.

**ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)**

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By:   
Glen E. Cross

DATED: Dec 14, 1995

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**BY-LAWS  
OF  
BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
General**

Section 1. Definition and Operation. Express reference is here made to the Declaration of Covenants, Conditions, Restrictions and Easements of BLOOMINGDALE- DD (the "Declaration") recorded in the Hillsborough County Public Records where necessary to interpret, construe and apply the provisions of these By-Laws. Without limitation:

(a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

(c) Conflict. These By-Laws are to be interpreted, construed and applied with the Articles and the Declaration to avoid inconsistencies of conflicting results, but, if such conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in the Association are set forth in Articles IV of the Articles and in Article III of the Declaration and all votes of Members as herein set forth shall be subject to the same.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION, INC.," "Florida" and "Corporation Not for Profit 1995", an impression of such seal appearing in the margin.

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January of each calendar year.

Section 5. No Vested Rights. No Member of this Association has any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferrable or inheritable except as an incident to the transfer of title to such Member's Lots, as provided in Article III, Section 2, of the Declaration, and in Articles IV and IX of the Articles.

Section 6. Amendment. These By-Laws may be altered, amended,

Exhibit "C"

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or rescinded in the manner set forth in Article VII of the Articles.

**ARTICLE II**  
**Members' Meetings**

**Section 1. Annual Meetings.** The annual meeting of this Association is to be held each year within sixty (60) days before or after of the next ensuing fiscal year, on such date and at such time and place in Hillsborough County, Florida, as the Board determines.

**Section 2. Special Meetings.** Special Membership meetings may be called at any time by : (i) the President; or (ii) the Board; or (iii) by the written request of Members entitled to cast fifty percent (50%) of all votes eligible to be cast by Members. The agenda at special meetings shall be confined to the subject matter for which the meeting was called.

**Section 3. Notice.** Written notice of each Members' meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day and hour of the meeting and, in the case of special meetings, its purpose.

**Section 4. Manner of Notice.** Notice of all meetings must be given at least fifteen (15) days in advance to each Member either by personal delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. Such notice also must be given to Declarant as long as Declarant owns a Lot. Mailing or delivery of notice to any co-owner of a Lot is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

**Section 5. Proof of Notice.** An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive upon any person without actual knowledge of any defect in notice as to the regularity of any notice.

**Section 6. Waiver of Notice.** Notice of any meeting may be waived in writing or at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless such Member expressly objects at the beginning of such meeting to the transaction of any business because the meeting is not regularly called.

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Section 7. Quorum. The presence of Members entitled to cast one-half (1/2) of the votes eligible to be cast by the Membership constitutes a quorum for all purposes except consideration of any action which requires the presence of Members entitled to cast two-thirds (2/3) of the votes eligible to be cast by the Membership in which at least two-thirds (2/3) of the Members shall be present. Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present, provided such adjournment is taken within one (1) hour following the scheduled time of meeting.

Section 8. Adjournment. If a meeting otherwise duly called and convened with the requisite quorum present is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of any meeting of the Membership must be given to each Member as shown upon the Association's books on the date such notice is given. Only those Members shown as Members in good standing upon the Association's books on the eleventh (11th) calendar day preceding a meeting are entitled to vote at such meeting, or its adjournment.

Section 10. Proxies. Any Member may vote in person or by proxy at any meeting. All proxies must be in writing, signed by the Member, and expire eleven (11) months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. If a proxy confers authority upon two or more persons and does not otherwise provide a majority of such proxies present at the meeting or, if only one is present, then that one, may exercise all powers conferred by the proxy. A proxy expressly may provide for a right of substitution by written designation of the proxy holder. A Member represented by a valid proxy at any meeting is "present" for all purposes. All proxies must be filed with the Secretary of the Association at least forty-eight (48) hours prior to the meeting to which they pertain, or they shall not be considered for that meeting.

Section 11. Membership List. At least ten (10) day prior to each membership meeting, a complete list of the members entitled to vote at such meeting, and their respective addresses, must be kept on file at the Association's office, open to inspection by any

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Member. Such list also must be produced and kept open at the time and place of the meeting for inspection by any member at any time during the meeting. In the absence of substantial compliance with the requirements of this Section, and upon the demand of any Member present, the meeting must be adjourned until such compliance occurs. If no such demand is made, failure to comply with the requirements of this section does not affect the validity of any action taken at such meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the Members present at a meeting duly called at which a quorum is present is the act of the Membership, except with respect to any action requiring two-thirds (2/3) vote of the membership, as to which the voting requirements of the applicable provisions of the Articles or Declaration govern.

**ARTICLE III**  
**Board of Directors**

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of a Board of Directors consisting of three (3) members, who, except for the initial Directors and until the Declarant no longer exercises voting power as set forth in the Declaration, shall be Association members. Each Director continues in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, or disqualified or otherwise unable to serve.

Section 2. Standard of Care. Each Director shall perform all duties as a Director, including duties as a committee member, (i) in good faith, (ii) in a manner such Director reasonably believes to be in the best interests of this Association, and (iii) with such care as an ordinary prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified.

(a) Officers. One or more officers, employees or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes are within such person's professional or expert competence.

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(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles or these By-Laws, as to matters within designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties; but no Director may be paid any compensation by this Association for the service rendered to this Association as a Director.

Section 5. Nomination. Nomination for election by the Board of Directors may be made from among Members or nonmembers by a Nominating Committee or from the floor at the annual meeting of the Members.

Section 6. Election. Election for the Board of Directors must be by ballot. Each Member may cast as many votes for each vacancy as such Member has under the provisions of Article IV of the Articles. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Removal. Any Director, or the entire Board, may be removed with or without cause by a majority vote of the Members at any meeting called expressly for such purpose.

Section 8. Vacancies. If a Director, dies, resigns, is removed, or is disqualified or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor, unless such appointee sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

#### ARTICLE IV Directors' Meetings

Section 1. Regular Meetings. The Board shall meet regularly as and when necessary for the proper conduct of this Association's affairs, on such dates and at such time and place as are determined at the immediate preceding Board meeting or by standing Board resolution. The Board shall meet immediately following the annual meeting in order to elect officers and undertake such other business as it deems to be appropriate. If the date, time and place of a regular meeting are not determined by standing resolution, three (3) days' prior notice is required to any Director who did not attend the meeting at which the date, time, and place of meeting was determined.

Section 2. Special Meeting. Special Board meetings must be

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held on not less than three (3) days prior notice to each Director when called by (i) the President; or (i) by any three Directors.

Section 3. Quorum. Except where the provisions of the Declaration require action by a greater percentage, a majority of the Directors shall constitute a quorum for all purposes; and every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration required approval by two-thirds (2/3) of the Directors, the full Board constitutes a quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratified the contract or transaction by a vote or consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

(b) Membership. Such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or

(c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the Members. Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratified such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A Director's presence at any meeting constitutes a

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waiver of notice of such meeting and any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless such Director at the beginning of such meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Information Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all members of the Board and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communication equipment is used by means of which all persons participating in the meeting can hear each other.

#### ARTICLE V

##### Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in or delegated to this Association and not reserved to its members by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable and prescribe their duties and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Common Area, the Property and the Association's activities, or either, so long as such rules and regulations are consistent with the rights and duties established by the Articles and The Declaration.

Section 3. Enforcement. For violation of any of its rules and regulations, the Board may (i) suspend any Member's right to services or privileges provided by this Association; or (ii) require any Member to make restitution to this Association for any loss resulting from any violation; or (iii) take any action described in Article VIII of the Declaration.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any Member's right to services or privileges provided by this Association, or either, during any period in which such Member is more than thirty (30) days in default in payment of any assessment levied by this Association.

Section 5. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to

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**Article IV of the Declaration.**

**Section 6. Indemnification.** The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and Members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide such indemnification for criminal intention, or willful misconduct. Except to the extent such determination from time to time is reserved to the membership by the laws of the State of Florida, the Board's determination to provide or refuse indemnification is conclusive.

**Section 7. Vacancies.** The Board has the power to declare the office of any Director vacant if such Director is absent from three (3) consecutive Board meetings without justification or excuse.

**ARTICLE VI  
Duties of Board of Directors**

**Section 1. General.** The Board shall supervise all of the Association's officers, agents, employees (including volunteer employees), committees and contractors and see that their respective duties are properly performed. The Board shall otherwise manage the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

**Section 2. Assessments.** The Board shall enforce collection of all assessments owed this Association that remain unpaid for a period of thirty (30) days by foreclosure, suit, or such other lawful procedures as the Board deems advisable, in addition to imposing the sanctions provided by Article V, Section 4, of these By-Laws.

**Section 3. Estoppel Certificates.** Upon request by any interested person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments or Architectural Control, or both, with respect to any Lot. Such certificates shall bind this Association as of the date of issuance when properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

**Section 4. Financial.** With the assistance of this Association's Treasurer, the Board shall prepare an annual budget and financial statements. The Board also must present a current statement of income and expense when requested in writing by Members entitled to cast at least twenty percent (20%) of the Membership votes outstanding. As and when necessary or appropriate, when requested by the Membership, the Board from time to time also will cause an audit of this Association's financial affairs to be made by an independent accountant.

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Section 5. Insurance. The Board shall procure and maintain in force and effect at all times insurance in compliance with the requirements of the Declaration. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage this Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with standard fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from Association funds.

Section 6. Management. The Board may contract with the Declarant or any other person to manage the Association's affairs, in whole or in part; but no such management contract may be for a term longer than one year and must be terminable by the Association for cause upon not more than thirty (30) days' prior written notice.

**ARTICLE VII  
Books and Records**

Section 1. Records Enumerated. The Association must keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of its Members and the Board; and (iii) a Membership Record.

Section 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceedings does not affect its validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's Membership Record must show (i) the name of each Owner and Co-Owner, if any, (ii) a proper legal description of such Owner's Lot, (iii) whether such Owner's membership is in good standing, and (iv) the address to which notice is to be given such Owner pursuant to these By-Laws.

Section 4. Book of Resolutions. All resolutions of the membership or Board, having more than temporary effect shall be compiled from time to time into a Book of Resolutions and topically indexed for the future guidance of this Association's directors, officers, and members.

Section 5. Inspection. All books, records, and papers of this Association are open at all times during reasonable business hours for inspection and copying by any Owner, Member, or by the Declarant. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also

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will furnish to any Owner, Member or the Declarant copies (certified, if requested) of any and all of its books, records and other papers. The Association may make a reasonable, uniform charge for such copies and certification.

Section 6. The official Association records shall include:

- (1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (2) A copy of the bylaws of the Association and of each amendment to the By-Laws.
- (3) A certified copy of the articles of incorporation of the Association and of each amendment thereto.
- (4) A copy of the declaration of covenants and a copy of each amendment thereto.
- (5) The copy of the current rules of the Homeowner's Association.
- (6) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.
- (7) A current roster of all members and their mailing addresses and parcel identification.
- (8) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (9) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- (10) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - a. Accurate, itemized, and detailed records of all receipts and expenditures.
  - b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
  - c. All tax returns, financial statements, and financial reports of the Association.
  - d. Any other records that identify, measure, record or communicate financial information.

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**ARTICLE VIII**  
**Officers**

Section 1. Enumeration. This Association's regular Officers are a President and Secretary/Treasurer, who are elected, at the first Board meeting following each annual meeting, for a term of one year, and until their respective successors are qualified, unless any such officer sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve. Officers must be members of the Board of Directors.

Section 2. Special Officers. The Board may appoint such other officers as it deems advisable, each of whom will hold such offices for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause. A resignation of any officer need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one other regular office, but any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board and the Membership; (ii) sees that orders and resolution of the Board are carried out; and (iii) signs all leases, mortgages, deeds, and other written instruments and, co-signs all checks and promissory notes.

(b) Vice President. The Vice President shall act in place of the President if the President is absent, unable or refuses to act.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board and the Members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board and Membership; and (iv) keeps the Membership Record as provided in Article VII, Section 3, of these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association;

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(iii) keeps proper books of account; (iv) with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its annual meeting; and (v) reports to the Association on a quarterly basis as to the financial status of the Association. Any officer additionally may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

**ARTICLE IX  
Procedure**

Roberts Rules of Order (latest edition) shall govern the proceedings of meetings of the Association, the Board of Directors and its Committees.

**ATTESTATION**

IN WITNESS WHEREOF, the undersigned Secretary has signed this document for the purpose of authenticating it as the By-Laws of BLOOMINGDALE - DD HOMEOWNERS' ASSOCIATION, INC. a Florida corporation not for profit, as adopted by its Board of Directors this 9th day of February, 1995-6

  
Secretary

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This Document Prepared By:  
Molloy & James  
325 South Boulevard  
Tampa, Florida 33606-2150

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

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**SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
BLOOMINGDALE - UNIT DD**

This Supplemental Declaration and Amendment is made this 25th day of September, 1997 by Brandon Properties Partners, a Florida limited partnership, hereinafter called "Declarant."

Whereas, Declarant is the owner of certain real property described as Bloomingdale Section "DD" Phase 4 Unit 1, as more specifically described on the plat thereof filed at Plat Book 81, Page 56, of the public records of Hillsborough County, Florida (the "Property"); and

Whereas, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale - Unit DD, recorded March 11, 1996, at O.R. 8073, Page 995 of the public records of Hillsborough County, Florida, (the "Declaration"); and

Whereas, the Declaration provided in Article VIII, Section 5, for the annexation of additional property to the property described in the Declaration by the filing of a supplemental declaration describing those certain parcels of land annexed, as described thereon, and declaring such parcels to be subject to the Declaration; and

Whereas, the Declarant intends to make the adjacent Property, which is also part of Bloomingdale - Unit DD, subject to the Declaration;

WHEREAS, Declarant intends to develop The Property into a residential community to consist of single family homes; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon The Property to protect its value and desirability;

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale - Unit DD, recorded March 11, 1996, at O.R. 8073, Page 995 of the public records of Hillsborough County, Florida, which is for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all

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parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

Executed and declared in the presence of:

BRANDON PROPERTIES PARTNERS, LTD.,  
a Florida limited partnership

Virginia Scott  
VIRGINIA SCOTT  
(Print name signed above)

By: Shimberg Cross Company,  
a Florida corporation

Angela Dimm  
ANGELA DIMM  
(Print name signed above)

As its: General Partner

By: Galen Custard  
Galen Custard,  
As its: Vice President

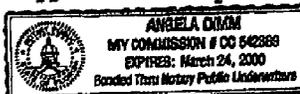
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me 25 day of September, 1997, by Galen Custard as Vice President of Shimberg Cross Company, as General Partner of Brandon Properties Partners, Ltd., a Florida limited partnership, who is personally known to me, or who produced \_\_\_\_\_ as identification.

Angela Dimm  
Notary Public  
State of Florida

My Commission Expires:  
Commission Number:

(Printed, Typed or Stamped Name of Notary)





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line unless the same be a retaining wall of masonry construction which does not rise above the finished elevation of the earth embankment retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to this Declaration.

2. The remaining terms of the Declaration shall remain in full force and effect.

WITNESSES:

Bloomingdale - DD Homeowners Association, Inc., a Florida corporation

[Signature]  
GALEN CUSTARD  
Please Print Name

[Signature]  
ANGELA DIMM  
Please Print Name

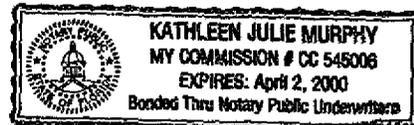
By: [Signature]  
President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 1998 by Michael Whitlow, as President of Bloomingdale - DD Homeowners Association, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Number:  
CC 545006  
My Commission Expires:  
April 2, 2000

[Signature]  
Notary Public  
Kathleen Julie Murphy  
Print Name



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RECORDED 10/22/1999 02:35 PM  
RICHARD ANE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK Y Roche

This Document Prepared By:  
Molloy & James  
325 South Boulevard  
Tampa, Florida 33606-2150

**SUPPLEMENTAL DECLARATION TO THE  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF BLOOMINGDALE - UNIT DD**

This Supplemental Declaration is made this 18 day of 10, 1999 by Brandon Properties Partners, Ltd., a Florida limited partnership, hereinafter called "Declarant."

Whereas, Declarant is the owner of certain real property in Hillsborough County, Florida, described as Bloomingdale Section "DD" Phase 2, as described on the map or plat thereof recorded at Plat Book 86, Page 20, of the public records of Hillsborough County, Florida, (the "Property"); and

Whereas, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale - UNIT DD, recorded March 11, 1996, at O.R. 8073, Page 0995 of the public records of Hillsborough County, Florida, and amended at O.R. 09204, Page 0950, of the public records of Hillsborough County, Florida (the "Declaration"); and

Whereas, the Declaration provided in Article VIII, Section 5, for the annexation of additional lands to the Property described in the Declaration by the filing of a supplemental declaration by Declarant; and

Whereas, the Declarant intends to make the adjacent Property, which is also part of Bloomingdale - DD, subject to the Declaration;

WHEREAS, Declarant intends to develop the Property into a residential community to consist of single family homes; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon the Property to protect its value and desirability;

NOW, THEREFORE, the Declarant hereby declares that the Property described as Bloomingdale Section "DD" Phase 2, as described on the map or plat thereof recorded at Plat Book 86, Page 20, of the public records of Hillsborough County, Florida, shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale - Unit DD, recorded March

THIS IS NOT A COPY OR BK 09887 PG 0996

11, 19968, at O.R. 8073, Page 0995 of the public records of Hillsborough County, Florida, as amended, which is for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

Executed and declared in the presence of:

Kathy Murphy

Kathy Murphy  
(Print name signed above)

Mike Whitlow

MIKE Whitlow  
(Print name signed above)

BRANDON PROPERTIES PARTNERS, LTD.,  
a Florida limited partnership  
By: Shimberg Cross Company,  
a Florida corporation

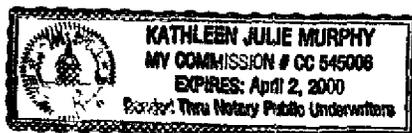
As its: General Partner

By: Galen Custard

Galen Custard,  
As its: Vice President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me 18th day of October 1999, by Galen Custard as Vice President of Shimberg Cross Company, as General Partner of Brandon Properties Partners, Ltd., a Florida limited partnership, who is personally known to me ~~or who produced~~ as ~~identification~~



My Commission Expires:  
April 2, 2000  
Commission Number:  
CC 545006

Kathleen Julie Murphy  
Notary Public  
State of Florida

Kathleen Julie Murphy  
(Printed, Typed or Stamped Name of Notary)

Richard W. Daw  
2616 Vinedale Ave.  
Valrico FL 33594

THIS IS NOT A  
CERTIFIED COPY

The By-Laws of Bloomingdale – DD Homeowners Association, Inc., on file in the Official Records 8073 in the Office of the Clerk of Circuit Court for Hillsborough County, Florida, are amended as follows on Page 1040 Article III:

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of a Board of Directors. Each Director shall be an Association member. The Board shall consist of five (5) members. Each Director shall hold office for a term of two (2) years. Three (3) Directors shall be elected in odd numbered years and two (2) Directors shall be elected in even numbered years. Each Director shall continue in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, is disqualified, or is otherwise unable to serve.

ATTESTATION:

IN WITNESS WHEREOF, the undersigned officers of the Board of Directors of Bloomingdale – DD Homeowners Association, Inc., attest that this amendment was adopted by the Board on July 27, 2004:

*Richard W. Daw*  
Richard W. Daw, President

*Sean P. Gibbs*  
Sean P. Gibbs, Vice President

*Angel Gonzalez*  
Angel Gonzalez, Secretary-Treasurer

STATE OF FLORIDA )  
COUNTY OF HILLSBOUGH ) ss.

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 21 DAY OF December, 2004

*Patricia J. Gasparino*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: March 08 2005

*sworn: executed this 17th Day of Dec. 2004 by Patricia Gasparino, Notary, personally appeared Angel Gonzalez who has produced FL ID.*

*Patricia J. Gasparino*

Jason Cross  
My Commission DD007434  
Expires March 08, 2005

I HEREBY CERTIFY THAT THIS INSTRUMENT IS CORRECTLY FILED IN ACCORD WITH THE PROVISIONS OF CHAPTER 689, F.S.

INSTR # 2004494276

O BK 14515 PG 0319

Pgs 0319 - 320; (2pgs)

RECORDED 12/21/2004 11:57:42 AM

CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK Y Roche



PATRICIA JANE GASPARINO  
MY COMMISSION # DD 153412  
EXPIRES: November 25, 2008  
Bonded Thru Budget Notary Services

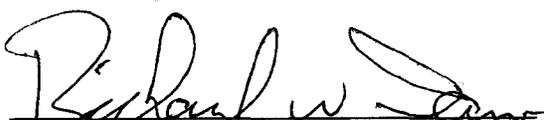
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CERTIFIED COPY

The By-Laws of Bloomingdale – DD Homeowners Association, Inc., on file in the Official Records 8073 in the Office of the Clerk of Circuit Court for Hillsborough County, Florida, are amended as follows on Page 1047 Article VIII:

Section 1. Enumeration. This Association’s regular Officers are a President, Vice President, Treasurer, and Secretary. Each Officer shall be a member of the Board of Directors. Officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the Membership. Each Officer shall serve for a term of one year and until their respective successors are qualified, unless any such Officer sooner dies, resigns, is removed, is disqualified, or is otherwise unable to serve.

ATTESTATION:

IN WITNESS WHEREOF, the undersigned officers of the Board of Directors of Bloomingdale – DD Homeowners Association, Inc., attest that this amendment was adopted by the Board on July 27, 2004:

  
Richard W. Daw, President

  
Sean P. Gibbs, Vice President

  
Angel Gonzalez, Secretary-Treasurer

STATE OF FLORIDA )  
COUNTY OF HILLSBOUGH ) SS.

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 21 DAY OF December, 2004

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: March 08 2008

*sworn: subscribed this 17th day of Dec. by Patricia Gasparino, Notary personally appeared Angel Gonzalez who has produced F.I.D.*

Jason Cross  
My Commission DD007434  
Expires March 08, 2005



PATRICIA JANE GASPARINO  
MY COMMISSION # DD 153412  
EXPIRES: November 25, 2006  
Bonded Thru Budget Notary Services

Richard W. Daw  
2616 Vinedale Ave  
Valrico FL 33594

THIS IS NOT A  
CERTIFIED COPY

The Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale - DD Homeowners Association, Inc., on file in the Official Records 8073 in the Office of the Clerk of Circuit Court for Hillsborough County, Florida, are amended as follows on Page 1013 Article VI:

Section 2(b). Walls and Fences: All fences and walls shall be subject to the prior written approval of the Architectural Control Committee, and shall comply with all governmental requirements. Except as otherwise set forth herein, all fences shall be wood or white PVC/vinyl and shall not exceed six (6) feet in height. Fences shall be placed so that the posts shall be placed on the inside of the fence and the side without any supports shall face out from the Lot. Fences in the rear yard on Lots bordering the perimeter wall shall by one (1) foot below the top of the wall. For waterfront Lots, the fence shall be wood or white PVC/vinyl and shall not exceed six (6) feet in height and begin tapering at the rear corner of the house so as to be four (4) feet in height at the rear Lot line. The rear waterfront Lot fence shall be four (4) feet in height and be a wood or white PVC/vinyl picket fence or a black or green vinyl-coated chain link fence. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not rise above the finished elevation of the earth embankment retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to this Declaration.

ATTESTATION:

IN WITNESS WHEREOF, the undersigned officers of the Board of Directors of Bloomingdale - DD Homeowners Association, Inc., attest that this amendment was adopted by the Membership of the Association at a special meeting of the Membership on September 12, 2004:

*Richard W. Daw*  
Richard W. Daw, President

*Sean P. Gibbs*  
Sean P. Gibbs, Vice President

*Julie Tumlin*  
Julie Tumlin, Secretary

*Angel Gonzalez*  
Angel Gonzalez, Treasurer

STATE OF FLORIDA }  
COUNTY OF HILLSBOUGH ) SS.

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 21 DAY OF December 2004

*[Signature]*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: March 08 2005

Jason Cross  
My Commission DD007434  
Expires March 08, 2005

*Witness and subscribed this 17th Dec. of 2004  
by Patricia Gasparino, Notary personally  
appeared Angel Gonzalez who has produced  
F.I.D.*

*Patricia Gasparino*

**INSTR # 2004494277**

**O BK 14515 PG 0321**

**Pg 0321: (1pg)**

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CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK Y Roche



PATRICIA JANE GASPARINO  
MY COMMISSION # DD 153412  
EXPIRES: November 25, 2006  
Bonded Thru Budget Notary Services

INSTRUMENT#: 2019540120, BK: 27195 PG: 1178 PGS: 1178 - 1208 12/17/2019 at 09:54:45 AM, DEPUTY CLERK:LMAYE1 Pat Frank, Clerk of the Circuit Court Hillsborough County

Return to:  
Michelle T. Reiss, Esq.  
Appleton Reiss, PLLC  
501 E. Kennedy Blvd. Ste. 802  
Tampa, FL 33602

[space above line for recording information]

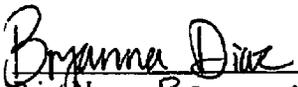
**CERTIFICATE OF RECORDING DESIGN STANDARDS  
AND RULES AND REGULATIONS OF  
BLOOMINGDALE-DD HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale-Unit DD was originally recorded in Official Records Book 8073, Page 995 of the Public Records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Article III, Section 8 and Article V, Section 1 of the Declaration provide that the Board of Directors of the Bloomingdale-DD Homeowners' Association, Inc. may adopt from time to time rules, regulations, procedures and guidelines to govern the appearance and use of the Lots and Common Area; and

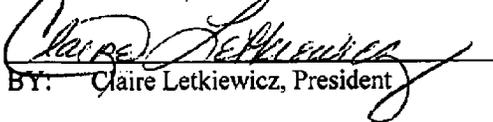
NOW, THEREFORE, Claire Letkiewicz, as President, and Daniel Penoff, as Vice-President, of Bloomingdale-DD Homeowners' Association, Inc., do hereby certify that the Design Standards and Rules and Regulations attached hereto as Exhibit A were duly approved by the Board of Directors at the duly noticed meeting of the Board of Directors on ~~November 20th~~ 2019.

Witnesses:

  
Print Name: Bryanna Diaz

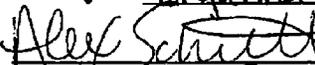
  
Print Name: Alex Schutt

BLOOMINGDALE-DD HOMEOWNERS'  
ASSOCIATION, INC.

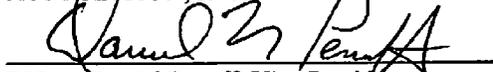
  
BY: Claire Letkiewicz, President

Witnesses:

  
Print Name: Bryanna Diaz

  
Print Name: Alex Schutt

BLOOMINGDALE-DD HOMEOWNERS'  
ASSOCIATION, INC.

  
BY: Daniel Penoff, Vice President

*Certificate of Recording Procedures and Guidelines  
Bloomingdale-DD Homeowners' Association, Inc.*

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2019 by Claire Letkiewicz, as President and Daniel Penoff, as Secretary, Bloomindale-DD Homeowners' Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Recording the Design Standards and Rules and Regulations of Bloomingdale-DD Homeowners' Association, Inc., and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

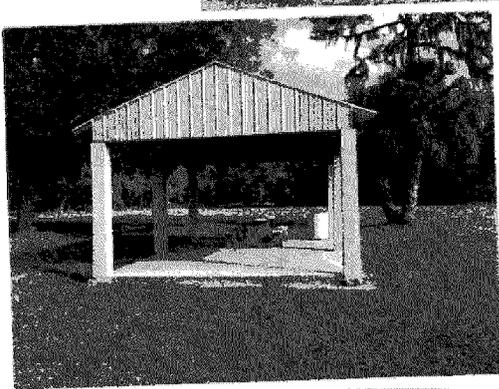
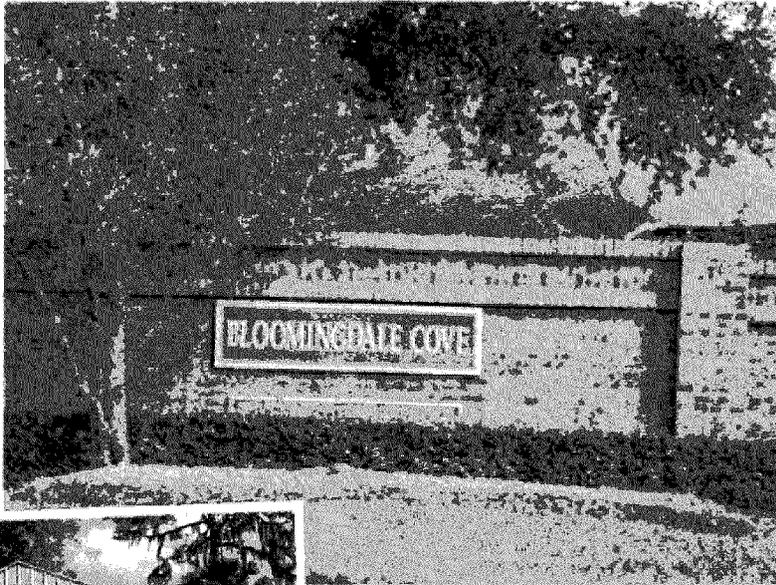
In Witness Whereof, I have hereunto set my hand and official seal this 20<sup>th</sup> day of November, 2019.



Staci M Hurlburt  
NOTARY PUBLIC  
Print Name: Staci M Hurlburt  
My Commission Expires: 10/22/21

# Bloomington<sup>IN</sup> Dale Cove

## Design Standards & Rules and Regulations



# Preface

## ACC Mission (Architectural Control Committee)

The purpose of the Architectural Control Committee (ACC) is to ensure consistency in all improvements and modifications to all lots and dwellings throughout the community, maintaining the status of one of the Tampa Bay area's premier communities.

### Procedure to Submit a Request

Any type of improvement, addition, change, modification or alteration not specifically permitted in these *Design Standards & Rules and Regulations* is prohibited. The Board of Directors has the authority to modify these rules as needed by following the requirements as indicated in the governing documents and state statutes.

All requests are to be submitted to the Management Company, using the standard Bloomingdale Cove architectural applications (Landscape, Paint, Roof, Structure). Please obtain these forms by downloading them from the Bloomingdale Cove website, [bloomingdalecovehoa.com](http://bloomingdalecovehoa.com) OR request by phone, email or mail from the Management Company.

Once the form is received by the management company, they will send the resident an acknowledgement by mail, phone or email confirming receipt. Besides the description of the request, all drawing and supporting documents should be attached. Additional copies may be requested and if more documentation is needed, the ACC will advise the management company and they will notify the party making the request. Homeowners are responsible for obtaining all necessary permits and inspections required by any government authority.

Once all documents are submitted, the completed application will be forwarded to the ACC. The ACC will have 45 days to approve or deny the request. A majority vote in favor of the request by the ACC will be needed to approve the request. In the event the ACC fails to approve or deny an application within those 45 days, the application shall be considered denied.

If permitting requirements change what has been submitted and approved by the ACC, the application must be resubmitted with the changes included and the ACC will have 45 days from the date of the resubmitted application to approve or deny the request. As set forth above, if the ACC fails to approve the resubmitted application within 45 days, the application shall be considered denied.

If you would like a hard copy of this document, you can download and print it from the Bloomingdale Cove website [bloomingdalecovehoa.com](http://bloomingdalecovehoa.com), or contact the Management Company.

# IMPORTANT NOTICE

The Association has the authority to adopt, alter, amend, rescind and enforce rules and regulations governing the use and appearance of the Lots and Common Areas pursuant to Article III, Section 8 and Article V, Section 1 of the Declaration. These rules and regulations are in addition to and supplement the Declaration of Covenants, Conditions, Restrictions and Easements of Bloomingdale-Unit DD ("Declaration") and the Articles of Incorporation and By-laws of the Bloomingdale DD Homeowners Association, Inc. ("Association").

To the extent there is a conflict between the Association's Declaration, Articles of Incorporation or By-laws with these *Design Standards & Rules and Regulations*, the Declarations, Articles of Incorporation and By-laws will control.

If any of the following rules and regulations is determined to be unconstitutional, invalid or unenforceable, the remainder of these rules and regulations shall be deemed severable and enforceable, shall not be affected, and shall remain in full force and effect.

**ANY TYPE OF IMPROVEMENT, ADDITION, CHANGE, MODIFICATION OR ALTERATION NOT SPECIFICALLY PERMITTED IN THESE DESIGN STANDARDS & RULES AND REGULATIONS IS PROHIBITED.**

## RULES INDEX

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Fence Stain Supplemental Standards .....	Page 25
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# Design Standards

**ALL EXTERIOR MODIFICATIONS:** In accordance with the Declarations any and all exterior modifications to any lot or structure, including but not limited to any additions, construction alterations, painting, resurfacing, fencing, elevation changes, landscaping modification planting or removal, or any other work must be pre-approved in writing by the Architectural Control Committee (ACC). All applications should include a copy of the Lot Survey, clearly indicating the location of all proposed modifications and/or improvements. Landscaping applications should also include drawing(s) of plantings and other changes to allow the ACC to visualize what the changes will look like when completed. No proposed modification or improvement is permitted that will alter or negatively impact the adjacent properties with respect to drainage flow. No filling or altering of swales, ditches or other natural or constructed flow way is permitted.

The homeowner is responsible for obtaining all required permitting and inspections.

If permitting requirements change what has been submitted to the ACC, that change must be resubmitted to the ACC for the approval/denial, to ensure the changes still fall within the Design Standards.

1. **Additions** - Additions to the existing dwelling structure are permitted and require approval by the ACC before construction can commence. All applicable permits and approvals from governmental agencies must be obtained and are the responsibility of the homeowner.

Additions are permitted only in the rear yard, or side yard, where setbacks can be maintained and must be attached and contiguous to the existing structure. Additions must meet all applicable setbacks and be built within the side walls of the dwelling so that it is not visible from the street in front of the house. Additions must be constructed of concrete block and stucco with a roof line matching the existing structure roof line, shingle type and color. The addition must be finished with the same stucco texture, finish, and paint colors as the main structure. Windows and doors must match the style and type as the windows and doors on the main structure.

2. **Antennas and Satellite Dishes** - Except as permitted in the Declaration or required to be permitted by applicable Law, satellite dishes, radio television transmission or reception antennae, along with any free-standing transmission or receiving towers are strictly prohibited and shall not be erected on any Lot, Dwelling or Structure. Antennas or satellite dishes required to be permitted by applicable Law or permitted pursuant to the Declaration, must be approved by the ACC **prior** to installation and, subject to applicable Law, must be:
  - a. less than one (1) meter (thirty-nine and one third inches, 39 1/3 ") in diameter
  - b. located on the sides or rear of the house, or post mounted in the rear yard with landscape screening.
  - c. for corner lots, located on the side of the house not adjacent to the street.

Special location waivers can be obtained if reception cannot be achieved by placing the dish in the approved locations noted herein. The Owner must provide documentation confirming that adequate reception cannot be achieved on the sides/rear of the house or in the rear yard.

3. **Awnings** - Unless required to be permitted by applicable Law, no non-retractable awnings of any type, style or material including, but not limited to, metal, canvas or wood shall be permitted.

Retractable awnings are only permitted on the rear of the home, but must be stored in the closed position when not in use.

4. **Basketball Hoops** - No permanent basketball hoops are permitted. Portable basketball hoops are allowed so long as they are painted, well-maintained, and include a net. Damaged poles and hoops must be repaired or removed immediately. If portable basketball hoops are used at the front of the house, they must be stored against the garage, at the side of the driveway, or in the rear yard. Portable basketball hoops shall not be placed or stored within eight (8) feet of any public sidewalk or street.
5. **Clotheslines** - No permanent clotheslines are permitted. Portable clotheslines must be stored in the rear yard and out of sight when not in use and cannot remain on the lot after dusk.
6. **Cooking Grills** - Grills are allowed, but must be screened from public view when not in use.
7. **Decks** - Decks are permitted in rear yards only. The installation of a deck must comply with Hillsborough County Codes and all applicable set back lines and easements.

Decks must be placed adjacent and contiguous to the dwelling structure. Decks must be built within the sidewalls of the dwelling, so that it is not visible from the street in front of the house. Decks cannot extend more than 16 feet from the rear of the house.

Decks must be constructed of pressure treated wood products or engineered composite material resembling wood (i.e. Trex or Veranda). All wood decks are to be stained according to the *Fence Stain Supplemental Standards*, or clear sealed.

On a corner lot, the deck must be fenced from view of adjacent streets in accordance with the fence standards herein or otherwise shielded from view with landscaping.

8. **Decorative Ponds** - Decorative ponds are not permitted in any front or side yard. Rear yard ponds within the side walls of the home are permitted if approved by the ACC. Ponds cannot exceed 24 square feet in area. The property owner is responsible for compliance with all applicable safety and preventing the creation of breeding of insects which could impact the nearby area.
9. **Dog Runs and Animal Kennel Cages** - Exterior/outdoor dog runs and animal kennel or cages are not permitted within the Bloomingdale Cove development.
10. **Driveways, Walkways and Sidewalks** - Permitted driveway and driveway extension material is limited to concrete. No asphalt, stone, rock or other material is permitted.

Staining or painting of driveways and driveway extensions is not permitted.

Driveway extensions of no more than two (2) feet per side are permitted, so long as the extension is of the same material as the rest of the original driveway (concrete). Driveway extensions may not exceed beyond the side walls of the dwelling and not extend within the public right of way between the sidewalk and the back of the curb.

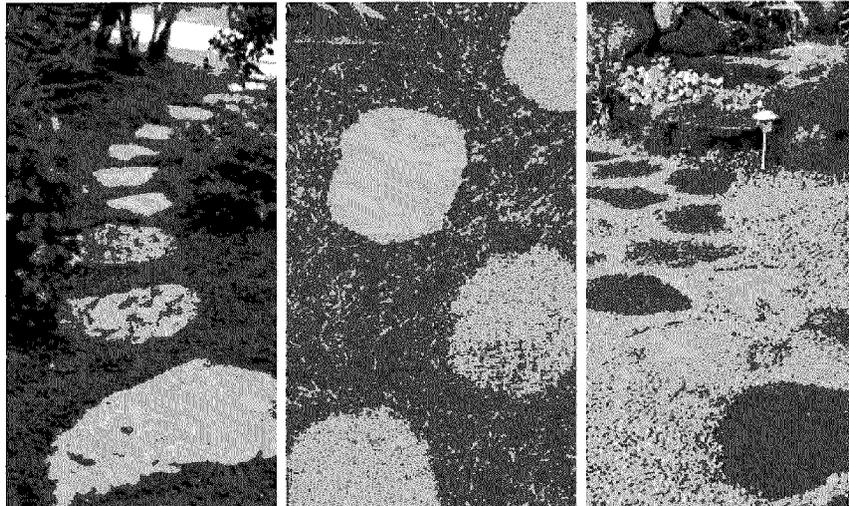
Walkways are defined as walkways that are separate from the county sidewalks.

Walkways may be constructed of brick, flagstone, slate, pavers, concrete, stamped concrete, concrete or tile pavers, travertine or other high quality masonry or stone material compatible with the existing materials on the lot. Walkways should be in earth tones or gray. Cobblestone look is allowed. All walkways must be level with the ground and if attaching to the driveway or sidewalk, must be level at the contact point to the driveway or sidewalk.

Walkways in the front, or along the sides of the home and visible from the street, may be a maximum of three (3) feet in width. They may be clear sealed, but not stained or painted. Walkways in the rear yard/sidewalk and out of sight of the street or behind fencing (as per **Fences** herein), may be painted or stained, or clear sealed.

Walkways/paths made up of stepping stones are permitted, but grass in between must be kept mowed at the same level as the lawn. Mulch between stepping stones is only permitted in planting beds. Stepping stone walkways may be a maximum of three (3) feet in width.

Examples of stepping stone walkways/paths:



Driveways/Walkways/Sidewalks Maintenance: All are to remain in good repair and maintained in such a way that they are free of mold, mildew, dirt and stains. Driveways must be free of litter, trash, newspapers, etc. Driveways that have shifted or lifted significantly must be repaired or replaced due to safety concerns as well as aesthetics. Sidewalks shall be kept clear of anything that would impede pedestrian traffic and/or be a trip hazard.

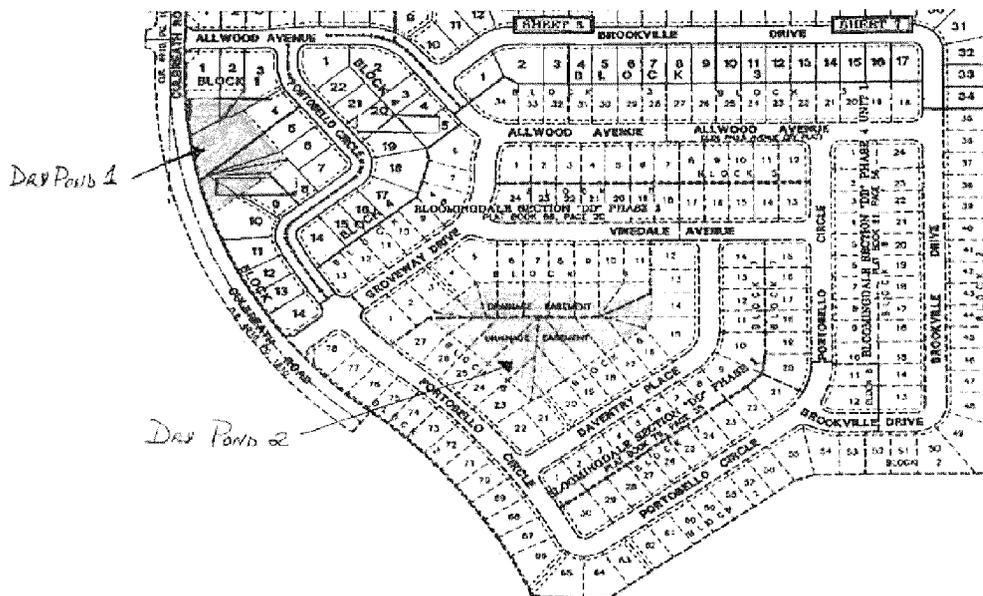
There shall be no changes or modifications to any lot elevation or drainage plan allowed due to landscaping, hardscaping, structures, pools or any other modification.

11. **Fences** - No fence may extend forward of the front of any house or within the minimum lot setback from public rights of way. Fences shall be placed so that the posts shall be inside of the fence and the side without supports shall face out from the lot.

Fence sections on corner lots, that face the street side, require a ten (10) foot setback from the property line.

Fences in the rear yard on lots bordering the perimeter wall shall be one (1) foot below the top of the wall. For waterfront and conservation lots vinyl/PVC fence is preferred and shall be six (6) feet in height and begin tapering at the rear corner of the house so as to be four (4) feet in height at the rear lot line. The rear waterfront lot fence shall be four (4) feet in height.

Fences on lots that border a dry retention pond area must have a gate on the fence section bordering the dry retention pond, for access to mow the retention pond area of their property. There are 2 dry retention pond areas in Bloomingdale Cove:



Dry Retention Pond 1 - Bordered by Allwood, and the West side of Portobello

Dry retention pond 2 - Bordered by Daventry Place, Groveway Portobello and Vinedale

All fences, unless set forth above, shall be six (6) feet in height. Approved material for fences are Vinyl/PVC and wood "board on board". Vinyl/PVC fences must be white. Wood board on board fences are to be stained according to the *Fence Stain Supplemental Standards*, or clear sealed.

A four (4) foot black or green vinyl coated chain link fence is allowed on a rear waterfront lot.

Fence Maintenance: Fences must be maintained so that there are no loose or missing slots/panels. Fences cannot be leaning or sagging and both sides of the fence must be maintained and free of dirt, mold, mildew and stains. Wood fences must be regularly stained according to the *Fence Stain Supplemental Standards*, or clear sealed.

12. **Fire Pits and Barbecue Pits** - Fire pits and barbecue pits are permitted only in the rear yards. Pits are not permitted in setbacks or easements and must be built within the side walls of the dwelling, so as not to be visible from the street in front of the house. The homeowner is responsible for all applicable laws and ordinances relating to burning.

- 13. Flags/Flagpoles** - Flag Poles are permitted. The U.S. Flag, flown pursuant to proper flag etiquette, State of Florida Flags or POW/MIA flags are permitted.

Other flags including college flags, pro sport flags and decorative flags are permitted, not exceeding three (3) feet by five (5) feet, but restricted to flagpoles extending from the house.

Flagpoles must be mounted to the front facade of the home, or placed in the front yard in such a manner as they do not pose a threat by falling or collapsing. Flagpoles are not permitted in the right of way or easements.

Flagpoles must be black, white or natural metal color.

- 14. Flower Pots and Urns** - Flower pots and/or urns may be located in the front yard where they are visible from the adjacent street or right of way. All pots and/or urns must be located within the landscaping beds and porch/patio area. They shall not be located further than ten (10) feet from the house.

No pot or urn may be larger than thirty-two (32) inches in diameter or in excess of three (3) feet high. Pots and urns must be decorative - plastic nursery pots or growing pots are prohibited.

Pots or urns are only permitted in driveways, when they are adjacent to the structure and located between the garage doors.

The collective number of urns, pots, lawn ornaments, lawn art and outdoor wall art in the front and side yards shall not exceed fifteen (15).

No artificial plants or flowers are permitted in pots, urns or planting beds in the front or side yard of the house.

These restrictions do not apply to the back yard, unless it is a corner lot. Pot/urn number restrictions do not apply to the area behind the fence.

Maintenance: All flower pots and urns are to remain in good repair and maintained in such a way that they are free of mold, mildew, and dirt/stains on the outside visible to the street. Cracked or damaged urns/pots are to be removed.

- 15. Fountains** - Fountains are permitted in front and rear yards and may not exceed sixty (60) inches in height. If located in the front yard, fountains must be placed within ten (10) feet of the front of the house and be located within a landscaping bed, or front door patio/porch. In rear yards, the fountains must not be located in any established setback or easement.

- 16. Garage Conversions** – Garages shall be used solely for parking motor vehicles, hobbies, and storage of Owner's household goods. No garage can be permanently enclosed or converted to another use. The exception is for 3 car garages. For 3 car garages, the 1 car bay may be converted so that it is no longer a garage, but the garage door must remain in place.

- 17. Garage Doors** - Garage doors must match the style of the original doors installed by the builder - four (4) paneled metal, with or without top bay windows. Garage doors must be painted the primary house paint color or white. Garage door screen enclosures on the outside of the garage door are also prohibited.

Decorative designs on the garage doors are not permitted.

18. **Garage/Yard/Tag Sales** - These sales must follow Hillsborough County ordinances. Currently, they are limited to one (1) in a six (6) month period and shall not exceed 3 days in duration.
19. **Gazebos** - Gazebos must be placed in the rear yard and within five (5) feet of, but not within the conservation area if the lot borders the conservation area. Gazebos must be within the setback area for structures and not placed in the easement or right of way.

Gazebos may not exceed one hundred forty-four (144) square feet - example: twelve (12) foot by twelve (12) foot maximum - in ground surface area and may not exceed thirteen (13) feet in height. Gazebos must be constructed of pressure treated wood products or engineered composite material resembling wood (i.e. Trex or Veranda). Gazebos should be white in color or match the primary paint color of the house. The roof of the gazebo must be an architectural/dimension shingle as defined in *Roof Style & Color Supplemental Standards* and match the shingles on the house, or as closely as possible if that shingle is no longer available. Fabric, wood shaker shingles, or canvas roofs are not allowed.

Gazebos and other accessory structures must follow Hillsborough County Land Development Code (Section 6.11.04).

20. **Grass/Turf** - Artificial grass is prohibited.

There are no restrictions on the type or variety of turf grass growing on the lot. The common grasses currently used by members of the community are St. Augustine, Bahia, and Zoysia varieties. Care should be taken to choose grass that works with the amount of sun received on the lot. Certain grasses are better for more shaded lots.

Turf grass must be strong and healthy and maintained at all times on all grassed portions of all lots. In the event of damage to the turf due to pests, drought, acts of God or any other cause, the dead turf must be replaced with healthy sod or approved landscaping.

Turf grass should be regularly cut and kept to landscaping standards for the type of grass. Landscape trimming/leaves and other lawn debris may not be blown into storm drains. The storm drains drain directly into the park ponds and thus any trimming debris/leaves, which incurs an unnecessary cost for cleanup of the ponds for the HOA community.

Turf trimming - Line trimming (weed whacking) against houses, fences landscape curbing and other structures must be maintained.

Turf edging - Edging must be maintained along all hard surfaces abutting turf areas, such as sidewalks.

Weed control - Weeds and grasses growing in the cracks of driveways, walkways, pavers, plant beds, etc. are prohibited and must be removed when it occurs.

21. **Holiday Decorations** - Holiday decorations are allowed and may be put up thirty (30) days in advance of the holiday. All holiday decorations shall be removed from view and stored no later than thirty (30) days after the holiday.
22. **House Numbers** - House numbers shall be on the house above the garage and on the mailbox. according to mailbox standards.

Numbers above the garage shall be consistent in style, material and placement with the numbers installed by the developer and in use throughout the community at the time of implementation of the

governing documents. Lowe's and Home Depot both carry replacements for missing or damaged house numbers. Look for black, solid aluminum numbers, four (4) inches tall.

Mailbox numbers are obtained from Forsite and must follow the mailbox standards herein.

23. **Invasive Plant Species** - No plant material considered an invasive species in the Florida Exotic Pest Plant Council's (FLEPPC) current "List of Invasive Plant Species" is permitted to be planted or to grow on any lot. This list can be found on the FLEPPC's website, [www.fleppc.org](http://www.fleppc.org)
24. **Irrigation System Maintenance** - Since irrigation systems are below the ground and do not impact landscaping design, no ACC approval is needed for installation.

Installed irrigation systems should be checked regularly in order to prevent wasting of water, promote healthy landscape growth, and avoid damage to neighbor property (e.g. water damage from broken irrigation system). All irrigation systems require permitting and inspection by Hillsborough County.

25. **Landscape Curbing and Pavers** - Landscape curbing and pavers are permitted around planting beds and tree rings and require ACC approval prior to installation. Curbing can be constructed of poured concrete or decorative pavers. Landscaping timbers or other wood products are not permitted for this use. Curbing and/or pavers must be a natural, earth tone color, gray or white.

In addition, decorative plastic edging is permitted around planting beds and tree rings. The edging must be a natural, earth tone color, gray, black or white.

Pavers must be installed with no grass/weeds growing between.

26. **Landscape Walls** - Low landscape walls are permitted around planting beds and tree rings and require ACC approval prior to installation. If located in the front or side yards, landscape walls cannot exceed eighteen (18) inches in height. They must be constructed of decorative paver block type materials. Concrete block, landscape timber or other type of wall material is not permitted. Landscape walls must be a natural earth tone color, gray or white.

Rock may be used for landscaping walls, if done in a neat and structured fashion. E.G. of rock landscaping:



27. **Lawn Ornaments and Yard Art** - No more than a total of fifteen (15) pieces of lawn ornaments and lawn art collectively. They may be placed in the front and side yard or be otherwise visible from the street. Lawn ornaments or lawn art may be no higher than three (3) feet and must be located within ten (10) feet of the front of the house. These limitations are not applicable to rear yards, so long as the rear yard is not visible from the street.

Ornaments or yard art bearing written messages must be included in the landscaping bed.

Front porch ornaments or art is not restricted.

The collective number of urns, pots, lawn ornaments, lawn art and outdoor wall art in the front and side yards shall not exceed fifteen (15).

28. **Lighting** - Landscape and pathway lighting are permitted on lots. No more than two (2) lights may be used for any one tree.

Pathway lights are to be low watt or solar landscape light. They are not to be installed in the easements, right of way, or along the public sidewalks.

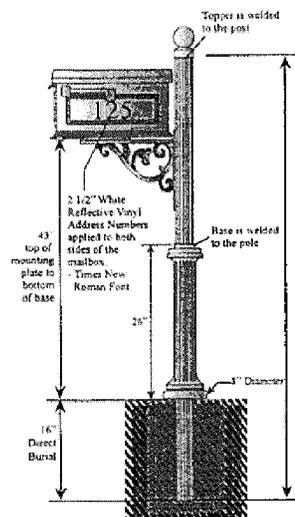
One (1) lamppost and lamp is permitted in the front yard. Lamp style should match the outdoor lighting style and color on the main structure and the carriage lights. Posts cannot exceed seven (7) feet in height.

The posts and framing of the lamp post, carriage lights and other lighting attached to the house shall be white, black, bronze, gold, silver or copper.

Security lighting specifically designed for security purposes is permitted. There are no restrictions, but care should be taken so that lighting does not infringe on the neighbor's property without permission (e.g. shining directly into a neighbor's windows).

29. **Mailbox and Mail Box Posts** - Mailboxes must be the Bloomingdale Cove approved Sinclair Front Mount Mailbox system obtained from, installed and repaired (when needed) by Forsite, Model#: Sinclair-3FL-2-1010-1-SAT. Installation includes 16" concrete footer. Order forms can be obtained through the management company. The Sinclair Model components are as follows:

- i. PRO-SIN-FS-3FL-BLKDP (QTY: 1)
- ii. TSB2-BLKDP (QTY: 1)
- iii. SCT-12010-BLKDP (QTY: 1)
- iv. WRB1-BLKDP (QTY: 1)
- v. 2 1/2" H White Reflective Vinyl Address Numbers, Times New Roman Font (QTY: 2)
- vi. Installation includes: assembly of new unit, installation in 16" Concrete Footer, and application of vinyl lettering



All mailboxes and mailbox posts must remain free of dirt, mold, mildew, stains and other damage. All posts must stand straight up as intended and all mailboxes must be securely attached to the post. Damaged mailboxes/posts/decoration must be repaired or replaced. Plant material around mailboxes must not exceed eighteen (18) inches in height.

30. **Mailbox and Mailbox Posts: Previous** - Old style mailboxes are required to be replaced if they cannot be maintained to their original condition and standards, which includes the white metal or plastic mailbox. The posts used are no longer available and cannot be replaced. Post colors:

- i. Main Post: Sherwin Williams Natural Choice (SW7011)
- ii. Accent Stripe: Sherwin Williams Burgundy (SW6300)

When a mailbox post needs replacement, it must be with the current mailbox standard in #29.

31. **Mechanical Equipment** - All mechanical equipment including, but not limited to air conditioning units, water softeners, water conditioners, pool equipment, electrical generators, etc. is to be screened to conceal them from view from the street. They can be screened by shrubbery or the lot privacy fencing that is in accordance with the fencing standards herein.

Window air conditioners/fans are only allowed on a temporary basis in the case of an emergency and only on the side or rear of the house. They are to be removed within 2 weeks.

32. **Motor Homes, Trailers, Trucks, School Buses, Boats, Boat Trailers, Recreational Vehicles, Commercial Motor Vehicles** - None shall not be parked overnight on any street, nor on any lot unless they are within enclosed garages or otherwise completely screened from view.

None, of any kind or size, may be stored on any lot unless completely concealed from public view, or view of adjacent residences.

Any that cannot be completely concealed may be brought into the community for a maximum of 48 hours, solely for the purposes of actively loading or unloading and cleaning.

Commercial Motor Vehicle Definition: Commercial Motor Vehicles over 1 ton, as defined in Florida Statute Section 320.01 (26). Section 403.413(2)(f) and Florida Attorney General Advisory Opinion AGO,2005-36 (issued June 16, 2005).

A Commercial Motor Vehicle is defined as "a vehicle that is owned or used by a business, corporation, association, partnership, or sole proprietorship or any other entity conducting business for a "commercial purpose". Commercial Purpose is defined to mean "for the purpose of economic gain.

Law Enforcement and other governmental vehicles are not considered commercial vehicles.

33. **Outdoor Furniture** - Only furniture specifically designed for permanent use outdoors (adirondack chairs, porch swings, etc.) is allowed in both the front and back yards. For front yards, the outdoor furniture is only permitted in the porch/patio area by the front door and in the planting beds as a decorative accent.

Temporary outdoor furniture, such as but not limited to folding lawn chairs, folding chaise lounges, etc. is not permitted to be left out overnight in the front yard, nor to be left on the driveway or sidewalk.

34. **Outdoor Kitchens** - Outdoor kitchens are permitted in rear yards only. Outdoor kitchens must be located on patios or lanais connected to the main dwelling structure and must be located within screen enclosures or within the fenced portion of the lot.
35. **Painting** - Any painting beyond minor touch-ups to the exterior painting in the same colors on the house must be approved by the ACC prior to painting.

Approved paint color schemes are identified in the *House Paint Supplemental Standards* herein.

36. **Parking** - No parking or stowing of ANY vehicles (including but not limited to cars, vans, motorcycles, ATVs, etc.) on the grass, any turf (including the area between the sidewalk and the street), sidewalks/walkways or landscaping beds. Passenger vehicles must be parked in the garage or may be parked in the driveway if the number of vehicles owned by the Owner exceeds the capacity of the garage.

Reminder: Hillsborough County code requires that vehicles are parked leave a minimum of 10 feet of roadway for free movement of vehicular traffic. E.G. Two vehicles are not to be parked directly across from each other on the street, as it will not allow an emergency vehicle and most cars to drive past them.

37. **Park Keys** - Requests for keys to the Private Park are to be submitted to the Management Company using the Park Key form. The Park Key form is available on the website [bloominglecovehoa.com](http://bloominglecovehoa.com), can be requested from the Management Company.
38. **Patios, Lanais, Screened enclosures** - Lanais and other screen enclosures are permitted in rear yards only. Patios are permitted in the rear yards only.

All lanai screen enclosures must be attached to the home. Screen enclosures may not extend beyond the width of the house.

Screen framing colors are limited to white, black, or bronze. Approved screen colors are black or grey. Patterned mesh is prohibited.

A concrete block and stucco (CBS) or aluminum framed, impact resistant glass knee wall not to exceed twenty-four (24) inches in height may be incorporated into the design of the screening if it meets Hillsborough County building and setback guidelines.

Use of Florida glass (screen with embedded acrylic - which yellows over time) and similar products are prohibited.

Free floating Lanais are permitted in rear yards backing to a conservation easement or other non-residential property. These lanais must be constructed of materials approved in **Driveways, Walkways and Sidewalks** herein. They must have hurricane anchoring. They cannot exceed one hundred fifty (150) square feet in size.

Patios must be constructed of materials approved in **Driveways, Walkways and Sidewalks** herein.

The installation of a patio or lanai must comply with Hillsborough county codes and all applicable set back lines and easements.

39. **Pergolas** - Pergolas are permitted only in the rear yard as a shade covering for a lanai or deck. Pergolas must be constructed of pressure treated wood products or engineered composite material resembling wood (i.e. Trex or Veranda) or white. All wood pergolas must be stained with a natural finish or clear sealed, as described in **Fences** in this document, or white.

Pergolas and other accessory structures must follow Hillsborough County Land Development Code (Section 6.11.04)

40. **Planting Beds** - Planting beds are permitted in front and side yards in accordance with these standards. Front yard planting beds cannot exceed more than 35% of the open area of the effective front yard area (measured property line to property line, and back of sidewalk to the face of structure/house, excluding the driveway). The remaining open area must be sodded in accordance with the standard in this document. For corner lot side yards, these same standards apply for the area of the planting beds.

For rear yards, (other than a corner lot's fenced in area) the area requirements do not apply, but all other requirements relative to planting beds and maintenance do apply.

No vegetable planting beds/gardens are allowed in the front yard, but are allowed in the back yard. Fruit plants/trees (e.g. pineapple bushes, pear tree, etc.) are allowed in the front yard, but must be harvested at the proper time to avoid rotting fruit which attracts insects and wildlife.

Herb plant beds are allowed in both the front and back yard. Many are decorative and some repel mosquitoes.

All plant beds, shrub beds, tree rings and planting areas must be covered with a continuous mulch or rock covering. The color of the mulch must be natural, earth colors. Pine straw mulch is not permitted. Landscape rock color must be earth tone, gray or white and compliment the house paint/ roof colors.

No trees, shrubs, or other plant material may infringe upon public sidewalks. Trees, shrubs and other plant material must be at least eight (8) feet above the sidewalk and fourteen (14) feet above the roadway at all times (including tree canopy). All plants/shrubbery shall be regularly trimmed to meet these standards.

All shrubbery and other non-tree type plant shall be trimmed according to industry accepted horticultural standards and shall remain within those trimming bounds at all times. Shrubbbery is not allowed to extend over/cross over into a neighbor's property line without their permission. No vines are permitted to be grown on building structures, including the house.

41. **Planting in the Right of Way** - Only turf grass shall be permitted to be planted in the right of way adjacent to properties (between the back of the curb and the public sidewalk), except as noted below.

Any trees planted in the Right of Way are subject to the approval of Hillsborough County. Trees in the right of way must be kept trimmed so that they do not impede walking or vehicle travel. Trees blocking driver visibility of the street are not permitted.

Plant material is allowed around mailboxes and must not exceed eighteen (18) inches in height.

In situations where grass will not grow in the right of way: Planting of dwarf jasmine or similar ground cover is permitted.

Use of decorative rock in the right of way will be considered if the design is a balance between all sections of the right of way for the lot. Decorative rock must be of earth tone, gray or white color, and be bordered, as defined in **Landscape Curbing and Pavers** herein, so that the rock does not flow into the street, sidewalk or neighbors' right of way.

All plantings in the right of way are subject to county restrictions and permitting.

42. **Play Equipment** - Any play equipment that requires assembly or which may be visible from adjacent residences (including but not limited to swing sets, tree swings, play houses, trampolines, slides, and elevated platforms) are considered a structure and must be approved by the ACC prior to installation. Exception: see **Basketball Hoops** for portable basketball hoops herein.

All play equipment must be placed a minimum of ten (10) feet from the rear property line and outside setbacks when adjacent to a public street or easement.

Notwithstanding the above, play equipment shall be placed so as to not be visible from the street in front of the house or from an adjacent right of way if placed on a corner lot. Exception: see **Basketball Hoops** for portable basketball hoops herein.

No play equipment shall exceed ten (10) feet in height (to the top of the equipment) and no platform can be over six (6) feet above the adjacent ground surface.

All play equipment must be anchored to resist hurricanes and heavy winds.

In addition, play equipment installed must meet manufacturers safety requirements for installation.

43. **Portable Air Conditioners and Fans** - No wall or window type air conditioner units or fans are permitted, except in case of emergency for up to 2 weeks and must be located on the side or rear of the house.
44. **Portable Storage Units and Dumpsters** - Portable temporary storage units (such as containers provided by PODS, Smart Boxes or other similar moving and storage companies for the storage of personal property) or temporary construction dumpster will be permitted under the following conditions:
- a) The temporary storage unit and/or dumpster will be allowed within the community for seven (7) days.
  - b) Temporary storage units and temporary dumpsters may only be placed in a resident's driveway. They are not allowed on the street, grass, walkways, or planting beds. Only 2 storage units and 1 dumpster per home will be permitted.
  - c) The length of time needed for the portable storage unit or dumpster may be extended through communication with the Management company, Additional time may be granted for extenuating circumstances. The Board of Directors/ACC reserves the right to grant additional time as determined on a case-by-case basis.
45. **Rain Barrels and Cisterns** - Rain barrels and cisterns are permitted in rear yards and must be located adjacent to the house structure only. They shall not be visible from the street in front of the house, screened from view by fence or landscaping.
46. **Rain Gutters** - Rain gutters on houses are permitted but require ACC approval prior to installation. New gutter systems must be aluminum gutters fastened at the eve line of the house. Gutters and downspouts may be white or bronze, the primary color of the house or the trim. In addition, downspouts can be the primary color of the house and the gutters can be the color of the trim.

Downspouts shall be located such that they do not discharge water directly onto adjacent properties or common areas.

47. **Roofs** - All roofs must be dimensional/architectural style shingles. Allowed shingle manufacturers, color/series and other requirements are identified in the *Roof Color & Style Supplemental Standards* herein.
48. **Sheds, Storage Containers, Storage Areas** - Storage sheds and containers (including ones for trash and yard debris) must be approved by the ACC prior to installation and are permitted in the rear yard only. They must be placed behind a fence that prevents the shed/container being visible from the street. The fence must meet the fencing standards herein and not exceed the height of the fence.

The driveway and other parts of the lot visible from the roads or adjacent lots shall not be used as storage areas. Items such as, but not limited to, landscape materials trash, building materials, auto parts, tools, equipment, recreational equipment not currently in use, recycle bins, trash cans, boxes, lawn or outdoor furniture of a temporary nature not currently in use, bicycles, toys, cages, buckets/pails, etc. must be stored out of site at all times. Garden hoses must be rolled and stored next to the spigot when not in use.

Trash and Trash/Recycling Receptacles - All trash and recycling must be stored in sanitary containers, with those containers placed out of sight from the road - unless they are at the curb for pickup on designated trash/recycle days. Yard waste that has to be left by the curb and not put in those containers, such as cut branches, etc. must follow Hillsborough County regulations regarding size and manner to be set out for pickup. The yard waste must not obstruct the adjacent sidewalks, driveways, or roadways.

All trash/recycling containers may not be placed at the curb more than twenty-four (24) hours prior to the scheduled pickup and must be out of sight of the street not more than twenty-four (24) hours after pickup. To avoid yard waste blowing into neighbor's yards, or attract wildlife, yard waste put at the curb should follow the same rule for placement as containers - when at all possible.

49. **Shutters, Temporary Hurricane/Storm** - Hurricane and/or temporary storm shutters are allowed including the accordion type, plywood and other corrugated aluminum type shutters. They must be properly installed.

Temporary Hurricane/Storm shutters can be installed up to ten (10) days prior to a named storm warning issued for the area and must be removed within two (2) weeks of a storm passing.

Temporary Hurricane Fabric panels are also permitted.

50. **Shutters, Long Term Hurricane/Storm** - Seasonal, long term protection devices designed for hurricane protection, like roll down shutters, storm shutters on the sides of windows and can be closed are allowed. They must be attached so that they blend in with the home. Approval must be received from the ACC prior to installation of these devices.

Long term shutters shall be either a neutral color that compliments the paint color on the home, or the color of the trim.

All shutter and panel systems shall get the current building code and regulations for Hillsborough County.

Contractor's proposal must be attached to the ACC application, listing all materials and design.

51. **Shutters Permanent (not Hurricane or Storm)** - Shutters must be stucco or etched in the stucco matching the builders original design. Attachable decorative shutters are not permitted.

52. **Signs** - No signs showing from any window, in/on any dwelling, or in/on any vehicle of any kind are allowed except as identified below.

In the front yard, one (1) professional sign, six (6) square feet maximum, advertising the property for sale or rent.

Alarm system signs are allowed when in compliance with State Statute, but cannot exceed eight (8) by twelve (12) inches in size.

Small lawn treatment signs left by contractors such as PIE, must be removed after 2 days.

Any other signs including, but not limited to, automobile for sale, fence contractor, landscape contractor, pool contractor, or builder signs are strictly prohibited.

Temporary signs, may not be placed in the right of way or in the Park. Signs used for specific purpose of directing parties to temporary events, such as an open house or yard sale may be used on the individual lot for no more than twelve (12) hours and shall not remain on the property after dusk. The size of these signs are limited to one (1) square foot.

Park signs, permanent or temporary, can only be placed by the HOA.

From time to time the HOA may use temporary signs to announce events or meetings, in addition to the message board at the Groveway entrance.

53. **Solar Water Heaters and/or Solar Cells** - Solar panels and/or cells are permitted in accordance with Local, State and Federal guidelines. Where possible, the panels or cells should be located on the rear or side of the roof line to minimize the view from the adjacent street.

Free standing panels and/or cells are not permitted in the front or side yards. If they are located in the rear yard, the rear yard must be fenced.

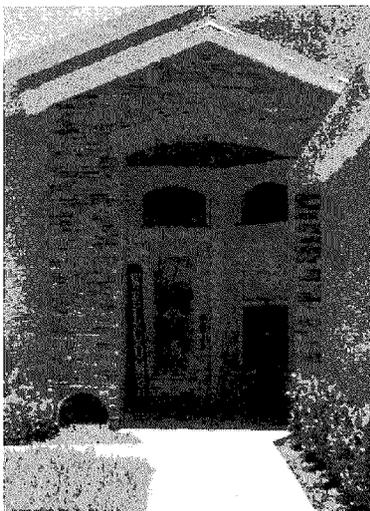
The installation of solar water heaters or solar cells must be approved by the ACC prior to installation and must comply with Hillsborough County codes and all applicable building codes.

54. **Storm/screen doors** - Storm doors with screen/glass are permitted. Door frame color should be white, black or match the carriage lighting.

55. **Structure Decoration** - Decorative stone/brick elements are permitted on the front face of the home for accent purposes only. Accents must not overlap over existing etched/stucco formed shutters. Decorative stone/brick may be used to accent the archway or other small areas of the front face of the home but must be consistent/complimentary to the existing style of the home. The total stone/brick accent must not exceed twenty-five percent (25%) of the surface area on the front of the house.

Outside, attachable, decorative wall art is permitted on the walls of the house. It is limited to 1 large piece of wall art, or 4 smaller pieces of wall art per wall. Wall art should be complimentary to the style and color of the house. The collective number of pots, lawn ornaments, lawn art and outdoor wall art in the front and side yards shall not exceed fifteen (15).

Example of archway accent:



56. **Structure Maintenance** - All parts of structures including, but not limited to, walls, columns, piers, soffit, fascia, doors (entry and garage), window frames, gutters, roofs, fences, pool enclosures gazebos, etc. shall remain free of dirt, mold, mildew, graffiti, decaying stucco or paint, to termite damage, etc.

All parts of structures shall have a proper coating (paint or stain) adhered to the structure at all times. Once coating starts to chalk, crack, wear through, or cause the excessive growth of mold or mildew, it is necessary to repaint.

57. **Swimming Pools and Spas** - Above ground pools are prohibited except for children's pools holding less than fifty (50) gallons of water. They must be removed and stored out of view when not in use.

All swimming pools must be within a screen enclosure or six (6) foot fence and follow the standards for screen enclosures and fences herein.

Free standing hot tubs or spas must be placed on the rear porch, deck or lanai. Owners must follow mandated safety requirements from the appropriate governmental agencies, including those regarding safety fences and covers. Hot tubs and spas must be placed so that they may not be visible from the street in front of the house, or from the street on the side of the house if it is a corner lot.

Unless otherwise allowed by these standards, other structures that are not contiguous and part of the pool or spa are not permitted.

58. **Tents Canopies and Covers** - Temporary tents, canopies and covers are permitted in rear yards only. They can be erected for no more than 48 hours in a 30-day period.

59. **Trees** - The planting/removal of trees must follow Hillsborough County codes and regulations according to where they are placed. County codes for right of way tree planting have special restrictions.

Dead or damaged trees must be removed to prevent damage to properties and personal injury and the tree stump must be ground below grade. Property owners must obtain necessary governmental approvals for all applicable tree removals. If not damaged or diseased, ACC approval is required prior to removal of trees with a diameter of more than six (6") inches measured two (2') feet above ground level. Removal will be permitted if the tree is causing damage/potential damage to property (i.e. cracking foundations, sidewalks or driveways) or necessary for another allowable improvement (i.e. pool, patio, landscaping change, etc.).

Root pruning of trees is permitted to prevent damage to sidewalks and driveways, pipes, or any other structure/system on the property.

Replacement trees may be required in accordance with Hillsborough County codes. Trees must not block drivers' view of the street and must not be planted in the easements.

Palm trees - Dead, dying or unhealthy palm fronds must be removed from palm trees.

All other trees shall be well maintained and healthy, following accepted horticultural standards for each tree. The canopies of the trees along the sidewalk must be lifted so as not to impede pedestrian traffic (see **Planting Beds** herein). Dead or dying limbs, limbs that extend out too far or too close to the house/roof should be trimmed to avoid damage when storms/hurricanes occur. Tree limbs where leaves touch the roof tend to attract insects.

60. **Water Supply System** - No individual water supply system will be permitted, including individual irrigation systems connected to any well, pond or lake.

61. **Window Treatments** - No newspaper, magazines, aluminum foil, bed sheets or towels shall be placed over the windows of any dwelling. Any window treatments placed on windows in the front of the house and the side of the house (when a corner lot) shall be compatible with the color scheme of the house.

Reflective film is permitted, but must be maintained and not be an eyesore.

# PRIVATE PARK STANDARDS

**HOURS:** Park hours are from dawn to dusk only. Anyone found in the park outside of park hours is subject to removal of park privileges if a homeowner, or subject to charges of trespassing if not a homeowner.

**ACCESS TO PARK:** The park is available to those homeowners (and their guests) in Bloomingdale Cove and Somerset who have keys to the park. Park keys are available through the management company for Bloomingdale Cove.

**HOMEOWNER LIABILITY:** Homeowners are responsible for any damage done by them, their families or guests to the Private Park.

1. Motor Vehicles -
  - a. Dirt bikes, motor cycles, mopeds, golf carts and all-terrain vehicles, etc. are prohibited
  - b. Motor vehicles of ANY type (cars, trucks, etc.) unless used for maintenance purposes, as approved by the Board of Directors, are prohibited beyond the inner gate of the park.
  - c. Motor vehicles may park in the space provided in front of the inner gates to the park. Vehicles parked in violation will be towed at the vehicle owner's expense.
  - d. Vehicles in the park outside of park hours will be towed at the vehicle owner's expense.
2. Conduct in park
  - a. Persons of all ages using the recreation areas shall conduct themselves in a courteous manner with due regard to the rights of others.
  - b. On-site parental/adult supervision is required for children under the age of 14
  - c. Members are responsible for the conduct of their household members, guests and invitees, including any damages incurred by them.
3. Members must be present for their guests or invitees to use the park
4. Members and their guests or invitees shall not feed, harass or interfere with the wildlife in the park, lakes, water retention areas or the adjacent wooded areas
5. Ponds and water retention areas in the Bloomingdale Cove community are part of the drainage system within the development. The ponds and retention areas are scenic features and are governed by County and Southwest Florida Water Management District restrictions. The use of the lakes and retention areas are subject to the following Association Rules and Regulations:
  - a. Swimming or boating is prohibited in the ponds and water retention areas, except for maintenance boats used on behalf of the Home Owners Association.
  - b. Fishing, from the pond banks only is permitted by Members or their guests and invitees.
  - c. Fishing may only be done with fishing poles, rods and reels. The use of spears, nets, bows & arrows, crossbows, guns or any other non-fishing rod equipment and/or apparatus is strictly prohibited.

## **PRIVATE PARK STANDARDS, Cont.**

6. The number of people using the facilities may be limited to comply with safety regulations or for other practical reasons.
7. Eating and drinking non-alcoholic beverages in the Park is allowed. Glass containers are strictly prohibited.
8. Members, guests and invitees are expected to leave the recreation areas in a clean, neat appearance placing all trash in the appropriate receptacles and take all personal belongings when departing. This includes any cooking apparatus residue, for e.g. burned charcoal or wood chips used in a portable grill as it could be a potential fire hazard.
9. All benches, picnic tables, waste receptacles etc. shall remain in place and shall not be moved. Picnic tables and waste receptacles are glued down and bolted.
10. Noise levels shall be kept to a minimum unless it is an approved HOA event.
11. No fires are allowed in the park.
12. No fireworks are allowed in the park
13. No firearms are allowed in the park, except by authorized law enforcement personnel when necessary.
14. Trails in the park are old worn paths going back decades. They have not ever and are not now maintained. Use the trails at your own risk.

# House Paint Supplemental Standards

Prior to painting, review and approval by the ACC is required, using the House Paint Approval form. If the management company verifies that the house paint colors match these standards, they can approve and the ACC committee will sign off at the following ACC monthly meeting.

There are 41 color schemes to choose from. Only the color schemes as described in the attached spreadsheet will be approved. All paint numbers and paint names are from Sherwin Williams. Another paint manufacturer may be used, but the colors used will have to be an exact custom match to the colors identified in the color scheme chosen. This is not a problem for paint manufacturers. They will be able to match the Sherwin Williams color swatch you give them.

Each color scheme consists of a base color and 3 trim options. Those are the only trim options for that base color. You are not permitted mix and match colors from other schemes. Only one (1) trim option color is permitted to be used for the trim.

In addition, since white goes with any house base color, SW7005 Pure White may be used as an option in any color scheme. You will need to identify this on your paint application.

The colors in the new schemes are a blend of colors from the previously approved palette with some newer ones. This was designed so the new palette blended with the old and give some flexibility for changing trends in color and depth of color. Colors are shades of white, tan/beige, green and gray that fade without changing the nature of color (for e.g. fade into a purple or pink look)

There are no color requirements for the front door color - you may paint it any solid paint color you choose. Wood stain or painted wood look not permitted.

There are no restrictions on house color combined with roof color, however the paint color should compliment the roof color (and vice versa).

House paint schemes AND accepted manufacturer/roof colors can be found on-line in the Sherwin Williams Homeowner Association Archive, <https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/valrico/fl/bloomingdale-cove/> . In addition, they can be viewed in book form at the management company or at the Lithia-Fishhawk Ranch Sherwin Williams store:

5496 LITHIA PINECREST RD  
LITHIA, FL, 33547-2853  
(813) 654-2854

The House Paint Approval form can be obtained on the HOA website [bloomingdalecovehoa.com](http://bloomingdalecovehoa.com) or requested from the management company.

HOUSE PAINT SCHEMES				
#	House Base	Trim Option 1	Trim Option 2	Trim Option 3
1	SW7001 Marshmallow	SW 7517 China Doll	SW7030 Anew Gray	SW7514 Foothills
2	SW 7005 Pure White	SW7631 City Loft	SW7668 March Wind	SW7525 Tree Branch
3	SW7003 Toque White	SW7038 Tony Taupe	SW6067 Mocha	SW6083 Sable
4	SW6196 Frosty White	SW6197 Aloof Gray	SW7744 Zeus	SW6076 Turkish coffee
5	SW7028 Incredible White	SW7103 Whitetail	SW7734 Olive Grove	SW6216 Jasper
6	SW6231 Rock Candy	SW7004 Snowbound	SW6198 Sensible Hue	SW7642 Pavestone
7	SW7022 Alpaca	SW7008 Alabaster	SW7025 Backdrop	SW6075 Garret Gray
8	SW7050 Useful Gray	SW7551 Greek Villa	SW9132 Acacia Haze	SW6201 Thunderous
9	SW7044 Amazing Gray	SW7003 Toque White	SW7042 Shoji White	SW7026 Griffin
10	SW7051 Analytical Gray	SW7005 Pure White	SW7046 Anonymous	SW6083 Sable
11	SW6002 Essential Gray	SW7005 Pure White	SW9165 Gossamer Veil	SW6075 Garret Gray
12	SW7024 Functional Gray	SW7627 White Heron	SW7632 Modern Gray	SW7026 Griffin
13	SW 6073 Perfect Greige	SW7003 Toque White	SW6067 Mocha	SW7025 Backdrop
14	SW6003 Proper Gray	SW7003 Toque White	SW7005 Pure White	SW7026 Griffin
15	SW9169 Chatura Gray	SW7001 Marshmallow	SW6001 Grayish	SW7020 Black Fox
16	SW7504 Keystone Gray	SW6071 Popular Gray	SW9180 Aged White	SW6202 Cast Iron
17	SW9172 Studio Clay	SW7049 Nuance	SW7104 Cotton White	SW2846 Roycroft Bronze Green
18	SW6162 Ancient Marble	SW6203 Spare White	SW6413 Restoration Ivory	SW7519 Mexican Sand

HOUSE PAINT SCHEMES				
#	House Base	Trim Option 1	Trim Option 2	Trim Option 3
19	SW6183 Conservative Gray	SW9110 Malabar	SW6203 Spare White	SW6186 Dried Thyme
20	SW6148 Wool Skein	SW7008 Alabaster	SW7546 Prairie Grass	SW7748 Green Earth
21	SW6205 Comfort Gray	SW7551 Greek Villa	SW6203 Spare White	SW9132 Acacia Haze
22	SW6163 Grassland	SW6161 Nonchalant White	SW7632 Modern Gray	SW6095 Toasty
23	SW6149 Relaxed Khaki	SW6147 Panda White	SW7541 Grecian Ivory	SW6201 Thunderous
24	SW6206 Oyster Bay	SW7551 Greek Villa	SW7567 Natural Tan	SW7546 Prairie Grass
25	SW7059 Unusual Gray	SW6161 Nonchalant White	SW7057 Silver Strand	SW7048 Urbane Bronze
26	SW9038 Cucuzza Verde	SW9165 Gossamer Veil	SW7050 Useful Gray	SW6427 Sprout
27	SW9130 Evergreen Fog	SW7008 Alabaster	SW6203 Spare White	SW6119 Antique White
28	SW7060 Attitude Gray	SW7106 Honied White	SW6434 Spinach White	SW9136 Lullaby
29	SW6092 Lightweight Beige	SW7006 Extra White	SW9083 Dusted Truffle	SW7025 Backdrop
30	SW6078 Realist Beige	SW7004 Snowbound	SW7503 Sticks & Stones	SW7026 Griffin
31	SW6085 Simplify Beige	SW7004 Snowbound	SW7551 Greek Villa	SW6089 Grounded
32	SW6141 Softer Tan	SW7012 Creamy	SW7546 Prairie Grass	SW7040 Smokehouse
33	SW7037 Balanced Beige	SW7004 Snowbound	SW7569 Stucco	SW7674 Peppercorn
34	SW6065 Bona Fide Beige	SW7632 Modern Gray	SW2836 Quartersawn Oak	SW7520 Plantation Shutters
35	SW6107 Nomadic Desert	SW7008 Alabaster	SW6088 Nuthatch	SW7040 Smokehouse
36	SW6100 Practical Beige	SW7003 Toque White	SW6099 Sand Dollar	SW6082 Cobble Brown

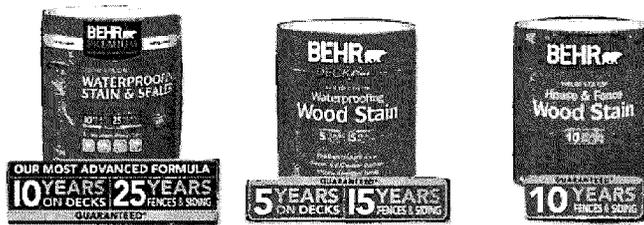
HOUSE PAINT SCHEMES				
#	House Base	Trim Option 1	Trim Option 2	Trim Option 3
37	SW6143 Basket Beige	SW6385 Dover White	SW6186 Dried Thyme	SW6109 Hopsack
38	SW6066 Sand Trap	SW7009 Pearly White	SW9085 Touch of Sand	SW6046 Swing Brown
39	SW6080 Utterly Beige	SW7009 Pearly White	SW7632 Modern Gray	SW6083 Sable
40	SW6088 Nuthatch	SW7008 Alabaster	SW6107 Nomadic Desert	SW7040 Smokehouse
41	SW6067 Mocha	SW7004 Snowbound	SW6086 Sand Dune	SW6068 Brevity Brown

# Fence Stain Supplemental Standards

Prior to staining, review and approval by the ACC is required, using the Landscape Approval form. If the management company verifies that the fence stain matches these standards, they can approve and the ACC committee will sign off at the following ACC monthly meeting.

All stain numbers and stain names are BEHR Solid Color Stain. Another stain manufacturer may be used, but the colors used will have to be an exact custom match to the colors identified below. This is not a problem for stain manufacturers. They will be able to match the BEHR stain color number you give them.

Stain color chosen should compliment the house and roof colors.



## BEHR Solid Color Stain

	SC117 Russet
	SC129 Chocolate
	SC110 Chestnut
	SC152 Red Cedar
	SC210 Ultra Pure White
	SC365 Cape Cod Gray
	SC131 Pewter

# Roof Color & Style Supplemental Standards

Owners must comply with the following Roof Color & Style Supplemental Standards as adopted by the Association's Board of Directors on 11/20/2019 as may be amended from time to time.

The manufacturers and the series/colors of architectural/dimensional shingles listed herein are the new community standards for roofs in Bloomingdale Cove.

Prior to roof installation, review and approval by the ACC is required, using the Roof Plan Approval form. If the roofing is in the lists below, the management company can approve and the ACC committee will sign off at the following ACC monthly meeting.

All roofs must be replaced with architectural/dimensional shingles that meet the current Hillsborough County codes at the time the roofing is put on. They must be installed in accordance with the provisions of the Florida Building Code and applicable Law.

The Owner is solely responsible for ensuring that all construction, improvements, and/or alterations comply with federal, state, and local laws, ordinances, codes, building requirements, etc. including any requirements or restrictions imposed by the South Florida Water Management District.

Care should be taken to have the roof compliment the paint color and vice versa. Sometimes dimensional shingles may look a different color when installed, or at certain times of the day. It is recommended that you take a sample shingle and hold it up to the paint in different lights.

The following color options and shingle design are approved and shall be permitted. No other colors or shingle design will be permitted. If an equivalent shingle is submitted for approval, a color/shingle design sample will be required with the submittal.

Existing roofs with shingles not within these standards may be repaired with those shingles until roof shingle replacement is needed for the entire roof.

## ROOF Color & Style Supplemental Standards, CONT.

### OWENS CORNING

#### **Oakridge Series**

Antique Silver  
Beachwood Sand  
Brownwood  
Desert Tan  
Driftwood  
Estate Gray  
Onyx Black  
Shasta White

#### **Duration Series**

Amber  
Antique Silver  
Brownwood  
Desert Tan  
Driftwood  
Estate Gray  
Onyx Black  
Quarry Gray  
Shasta White  
Terra Cotta

#### **Duration Premium Cool Series**

Frosted Oak  
Harbor Fog  
Sunrise

#### **Duration Designer Series**

Aged Copper  
Black Sable  
Merlot  
Pacific Wave  
Sand Dune  
Sedona Canyon  
Storm Cloud  
Summer Harvest

## ROOF Color & Style Supplemental Standards, CONT.

### GAF

#### Timberline HD Series

Barkwood  
Birchwood  
Canadian Driftwood  
Charcoal  
Driftwood  
Fox Hollow Gray  
Golden Amber  
Hickory  
Mission Brown  
Oyster Gray  
Pewter Gray  
Shakewood  
Slate  
Weathered Wood  
White

#### Timberline Ultra HD

Barkwood  
Birchwood  
Charcoal  
Fox Hollow Gray  
Hickory  
Pewter Gray  
Shakewood  
Slate  
Weathered Wood

#### Timberline Armorshield II

Barkwood  
Charcoal  
Hickory  
Pewter Gray Shakewood  
Slate  
Weathered Wood

#### Timberline American Harvest

Amber Wheat  
Golden Harvest  
Saddlewood Ranch

#### Timberline Cool Series

Barkwood  
Weathered Wood

### ATLAS

#### Pinnacle Pristine Series

Coastline Granite  
Copper Canyon  
Majestic Shake  
Morning Harvest  
Summer Storm  
Pristine Black  
Pristine Desert  
Pristine Hearthstone  
Pristine Heather  
Pristine Hickory  
Pristine Oyster  
Pristine Pewter  
Pristine Sienna  
Pristine Pearl  
Pristine Sunset  
Pristine Tan  
Weathered Shadow

#### StormMaster Shake

Black Shadow  
Burnt Sienna  
Desert Shake  
Hearthstone Gray  
Heatherblend  
Highland Brown  
Majestic Shake  
Pewter  
Weathered Wood

# BLOOMINGDALE SECTION "DD" PHASE 1

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

**DESCRIPTION:** A parcel of land lying in Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 18, thence along the North boundary of said Southeast 1/4 of Section 18, S.89°51'37"E., 35.00 feet to a point on the Easterly right-of-way line of Culbreath Road as record in Official Record Book 4910, Page 1910, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line of Culbreath Road, the following two (2) courses: 1) S.00°16'16"W., 250.08 feet to a point of curvature; 2) Southerly, 757'13 feet along the arc of a curve to the left having a radius of 1,953.80 feet and a central angle of 40°46'00" (chord bearing N.10°00'00"E., 1,953.80 feet) to a point of compound curvature, bearing the POINT OF BEGINNING; thence Easterly, 40.37 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 92°30'50" (chord bearing S.83°13'19"E., 36.12 feet); thence Northerly, 36.10 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°19'18" (chord bearing N.06°51'37"E., 34.52 feet) to a point of reverse curvature; thence Northerly, 70.54 feet along the arc of a curve to the left having a radius of 5.04 feet and a central angle of 92°57'17" (chord bearing S.04°02'38"W., 36.26 feet) to a point of compound curvature; thence Southeasterly, 89.15 feet along the arc of a curve to the left having a radius of 225.00 feet and a central angle of 05°08'02" (chord bearing S.45°00'00"E., 89.12 feet); thence N.50°11'16"E., 117.74 feet; thence N.88°43'07"E., 114.22 feet; thence S.89°51'37"E., 298.81 feet; thence N.62°56'39"E., 142.22 feet; thence N.00°08'23"E., 145.85 feet; thence S.89°51'37"E., 275.00 feet; thence S.00°08'23"E., 315.00 feet; thence S.08°21'37"W., 53.66 feet; thence S.61°44'37"E., 110.00 feet to a point on the curve; thence Northerly, 85.88 feet along the arc of a curve to the left having a radius of 175.00 feet and a central angle of 58°07'00" (chord bearing N.14°11'53"E., 85.02 feet); thence S.89°51'37"E., 50.00 feet to a point of reverse curvature; thence Southeasterly, 89.15 feet along the arc of a curve to the right having a radius of 225.00 feet and a central angle of 01°55'01" (chord bearing S.01°05'53"W., 7.53 feet); thence S.89°51'37"E., 110.13 feet; thence S.00°08'23"W., 185.00 feet; thence N.89°51'37"W., 33.00 feet; thence S.00°08'23"W., 115.00 feet; thence N.89°51'37"W., 122.00 feet; thence S.71°20'59"W., 49.33 feet; thence S.54°08'23"W., 552.35 feet; thence N.89°11'37"W., 186.14 feet to a point on a curve; thence Northerly, 644.73 feet along the arc of a curve to the left having a radius of 2,333.00 feet and a central angle of 29°54'40" (chord bearing S.04°02'38"W., 36.26 feet) to a point of compound curvature; thence along the Easterly boundary of said Culbreath Road, Northwesterly, 304.69 feet along the arc of a curve to the right having a radius of 1165.00 feet and a central angle of 14°59'06" (chord bearing N.44°27'27"W., 303.82 feet) to the POINT OF BEGINNING.

Containing 16.825 acres, more or less.

**DEDICATION:** Brandon Properties Partnership, Ltd., a Florida limited partnership (Brandon), the fee simple owner of the land included within this subdivision plat, BLOOMINGDALE SECTION "DD" PHASE 1, hereby dedicates all roads, streets, and rights-of-way shown hereon to public use, for utility and drainage purposes incidental thereto, and further dedicates all easements shown hereon for drainage and utility purposes and other purposes incidental thereto, and further dedicates the Well and Landscape Easements, and the Private Drainage Easements to the BLOOMINGDALE SECTION "DD" Homeowners' Association.



SHIMBERG-CROSS COMPANY - OWNER  
General Partners for BRANDON PROPERTIES PARTNERS, LTD., a Florida Limited Partnership  
*Glen Cross*  
Witness, Carolyn G. Steves  
Witness, Mary Robin Dunn

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough  
Personally appeared before me, the undersigned authority, Glen Cross, President of SHIMBERG-CROSS COMPANY, General Partners for BRANDON PROPERTIES PARTNERS, LTD., a Florida Limited Partnership, Owner, to me well known and known by me to be the personally described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and that he affixed hereto the seal of said corporation, and did not take an oath.

Witness my hand and official seal on this 5th day of January, 1995.  
*Elizabeth L. Nevel*  
Notary Public, State of Florida at Large  
My Commission expires: June 08, 1998  
My Commission Number: CC 207527

FIRST UNION NATIONAL BANK OF FLORIDA - MORTGAGEE  
*Craig H. Carrier*  
Witness, Janice K. Tice  
Witness, Carolyn G. Steves

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough  
Personally appeared before me, the undersigned authority, Craig H. Carrier, Vice President of First Union National Bank of Florida, Mortgagee, to me well known and known by me, to be the personally described in and who executed the foregoing instrument and who did not take an oath.

Witness my hand and official seal on this 14th day of February, 1995.  
*Notary Public, State of Florida at Large*  
My Commission expires: April 26, 1997  
My Commission Number: CC 280085

BOARD OF COUNTY COMMISSIONERS: This plat is hereby accepted and approved for record by the Board of County Commissioners of Hillsborough County, Florida.



*Chairman*  
Date 9-27-95

**SURVEYOR'S CERTIFICATE**  
I hereby certify that this plat is a true and correct representation of the lands surveyed, and that the survey was made under my personal supervision, and that the bearings and distances are true to all the requirements of Chapter 177 of the Florida Statutes, and that P.R.M.'s (Permanent Reference Monuments) as shown hereon have been set, and that P.C.P.'s (Permanent Control Points) as shown hereon will be set within the time allotted in 177.091 (8).

July 8, 1995  
Date  
*Richard W. Meacham*  
Richard W. Meacham  
Fla. Registered Land Surveyor No. 4498  
HEIDT & ASSOCIATES, INC.

CLERK OF THE CIRCUIT COURT

State of Florida, County of Hillsborough. I certify that the within plat complies in form with all the requirements of Chapter 177 of the Florida Statutes. Filed in Plat Book 76, Page 35, of the Public Records of Hillsborough County, Florida.

Date OCT 3, 1995  
*Richard Ake*  
Clerk of the Circuit Court

Date OCT 3, 1995  
*Roman Duman*  
Deputy Clerk

95229779  
TIME: 10:10 AM



HEIDT & ASSOCIATES, INC.  
CIVIL ENGINEERING  
LAND SURVEYING  
2212 SWANN AVENUE  
TAMPA, FLORIDA 33606  
(813) 253-5311

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

# BLOOMINGDALE SECTION "DD" PHASE 1

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	1235.00	02°54'40"	64.73	329.89	637.43	N.36°59'40"W.
12	1500.00	03°37'53"	103.75	54.05	101.70	N.70°02'41"W.
15	200.00	12°11'53"	42.93	21.55	42.85	S.47°59'26"W.
16	50.00	08°51'00"	86.26	58.39	75.96	N.76°26'07"W.
17	1380.00	04°56'23"	600.69	305.18	595.96	S.39°28'49"E.
18	1380.00	16°05'24"	387.33	195.05	386.26	S.43°54'19"E.
19	1380.00	08°51'00"	213.15	106.79	212.94	S.31°26'07"E.
21	1020.00	12°28'16"	222.02	111.45	221.58	N.45°42'52"W.
28	100.00	04°00'00"	94.25	50.95	90.80	S.27°08'23"W.
55	175.00	00°58'56"	3.00	1.50	3.00	N.89°22'09"W.
56	175.00	25°43'24"	78.67	40.01	78.01	N.75°58'59"W.
57	25.00	32°31'47"	14.19	7.29	14.00	N.79°23'10"W.
58	225.00	02°19'13"	9.11	4.56	9.11	S.52°58'46"W.
59	75.00	02°20'00"	3.05	1.53	3.05	S.55°18'23"W.
61	75.00	35°20'00"	46.25	23.89	45.52	S.74°08'23"W.
62	75.00	05°20'00"	46.25	23.89	45.52	N.70°31'37"W.
63	75.00	25°51'00"	33.84	17.21	33.55	N.39°56'07"W.
64	1355.00	00°43'58"	17.34	8.67	17.34	N.27°22'37"W.
65	1355.00	02°44'00"	64.64	32.33	64.64	N.29°06'36"W.
66	1355.00	02°44'00"	64.64	32.33	64.64	N.31°50'37"W.
67	1355.00	02°44'00"	64.64	32.33	64.64	N.34°34'37"W.
68	1355.00	02°44'00"	64.64	32.33	64.64	N.37°18'37"W.
69	1355.00	02°44'00"	64.64	32.33	64.64	N.40°02'37"W.
70	1355.00	02°44'00"	64.64	32.33	64.64	N.42°46'37"W.
71	1355.00	02°44'00"	64.64	32.33	64.64	N.45°30'37"W.
72	1355.00	02°44'00"	64.64	32.33	64.64	N.48°14'38"W.
73	1355.00	02°20'23"	55.33	27.67	55.33	N.50°46'49"W.
74	25.00	87°19'18"	38.10	23.86	34.52	N.85°49'05"W.
75	25.00	92°30'50"	40.37	26.12	36.12	S.04°15'51"W.
76	25.00	92°30'50"	40.37	26.12	36.12	S.8°13'19"E.
77	25.00	87°19'18"	38.10	23.86	34.52	N.06°51'37"E.
100	25.00	92°57'17"	40.56	26.32	36.26	S.83°00'06"E.
122	125.00	13°15'56"	28.94	14.54	28.88	N.83°13'39"W.
123	225.00	10°40'05"	45.42	19.46	39.42	N.24°33'08"W.
124	225.00	09°53'09"	38.82	19.46	38.77	N.22°32'50"E.
125	225.00	15°32'52"	61.06	30.72	60.87	N.09°49'50"E.
127	25.00	90°00'00"	39.27	25.00	35.36	N.45°08'23"E.
130	175.00	25°53'00"	79.06	40.21	78.39	S.41°11'53"W.
131	25.00	98°51'00"	43.13	29.19	37.98	N.76°26'07"W.
132	1405.00	03°20'10"	81.81	40.92	81.80	N.28°40'42"W.
133	1405.00	03°30'36"	86.07	43.05	86.06	N.32°06'05"W.
134	25.00	87°59'46"	38.40	24.14	34.73	N.10°08'30"E.
135	25.00	90°00'00"	39.27	25.00	35.36	S.44°51'37"E.
136	75.00	04°00'00"	70.69	38.21	68.10	S.27°08'23"W.
137	25.00	87°59'46"	38.40	24.14	34.73	N.81°51'44"W.
138	1405.00	03°42'54"	91.10	45.56	91.08	N.39°43'17"W.
139	1405.00	02°36'25"	63.92	31.97	63.92	N.42°52'56"W.
140	1405.00	02°25'00"	59.26	29.63	59.25	N.45°23'39"W.
141	1405.00	02°25'00"	59.26	29.63	59.25	N.47°48'38"W.
142	1405.00	02°25'00"	59.26	29.63	59.25	N.50°13'38"W.
143	1405.00	02°30'53"	12.62	6.31	12.62	N.51°41'34"W.
144	995.00	04°22'38"	76.11	38.07	76.09	N.49°45'32"W.
145	995.00	05°08'02"	89.15	44.61	89.12	N.45°00'02"W.
146	25.00	92°57'17"	40.56	26.32	36.26	S.04°02'38"W.
150	1235.00	00°29'57"	10.76	5.38	10.76	N.22°17'19"W.
151	1235.00	05°12'19"	112.20	56.14	112.16	N.25°06'27"W.
152	1235.00	02°44'00"	58.92	29.46	58.91	N.29°06'36"W.
153	1235.00	02°44'00"	58.92	29.46	58.91	N.31°50'37"W.
154	1235.00	02°44'00"	58.92	29.46	58.91	N.34°34'37"W.
155	1235.00	02°44'00"	58.92	29.46	58.91	N.37°18'37"W.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
156	1235.00	02°44'00"	58.92	29.46	58.91	N.40°02'37"W.
157	1235.00	02°44'00"	58.92	29.46	58.91	N.42°46'37"W.
158	1235.00	02°44'00"	58.92	29.46	58.91	N.45°30'37"W.
159	1235.00	02°44'00"	58.92	29.46	58.91	N.48°14'38"W.
160	1235.00	02°20'23"	50.43	25.22	50.43	N.50°46'49"W.
161	1165.00	00°31'16"	10.60	5.30	10.60	N.51°41'22"W.
162	1165.00	03°14'00"	65.74	32.88	65.73	N.49°48'44"W.
163	1165.00	03°14'00"	65.74	32.88	65.73	N.46°34'44"W.
164	1165.00	02°58'10"	60.38	30.20	60.37	N.43°28'39"W.
165	1165.00	02°30'50"	51.11	25.56	51.11	N.40°44'09"W.
166	125.00	01°54'02"	4.15	2.07	4.15	N.38°13'19"W.
176	125.00	01°54'02"	4.15	2.07	4.15	S.01°05'24"W.
177	125.00	29°23'00"	55.38	28.15	54.93	S.14°43'55"W.
178	125.00	24°57'22"	54.45	27.86	54.02	S.39°54'06"W.
179	125.00	01°45'36"	3.84	1.92	3.84	S.53°15'35"W.
180	1045.00	00°31'16"	9.51	4.75	9.51	N.49°48'44"W.
181	1045.00	03°14'00"	58.97	29.49	58.96	N.49°48'44"W.
182	1045.00	03°14'00"	58.97	29.49	58.96	N.46°34'44"W.
183	1045.00	02°48'16"	51.16	25.58	51.15	N.43°33'35"W.
200	1045.00	00°16'35"	5.04	2.52	5.04	N.36°39'45"W.
201	175.00	28°07'00"	85.88	43.82	85.02	N.14°11'53"E.
202	1165.00	14°59'06"	304.69	153.22	303.82	N.44°27'27"W.
203	1165.00	37°14'10"	757.13	392.48	743.87	S.18°20'49"E.
204	1020.00	02°57'17"	52.60	26.31	52.59	N.38°00'06"W.
205	200.00	04°00'00"	188.50	101.91	181.60	S.27°08'23"W.
206	200.00	14°42'07"	145.57	76.18	142.58	S.20°59'26"W.
207	225.00	01°55'01"	7.53	3.76	7.53	S.01°05'53"W.



**HEIDT & ASSOCIATES, INC.**  
CIVIL ENGINEERING  
LAND SURVEYING

2212 SWANN AVENUE  
TAMPA, FLORIDA 33606  
(813) 253-5311

# BLOOMINGDALE SECTION "DD" PHASE 1

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

Northwest corner of the Southeast 1/4 of Section 18-30-21

S.89°51'37"E  
35.00'  
S.0°16'18"W  
250.08'

North boundary of the Southeast 1/4 of Section 18-30-21

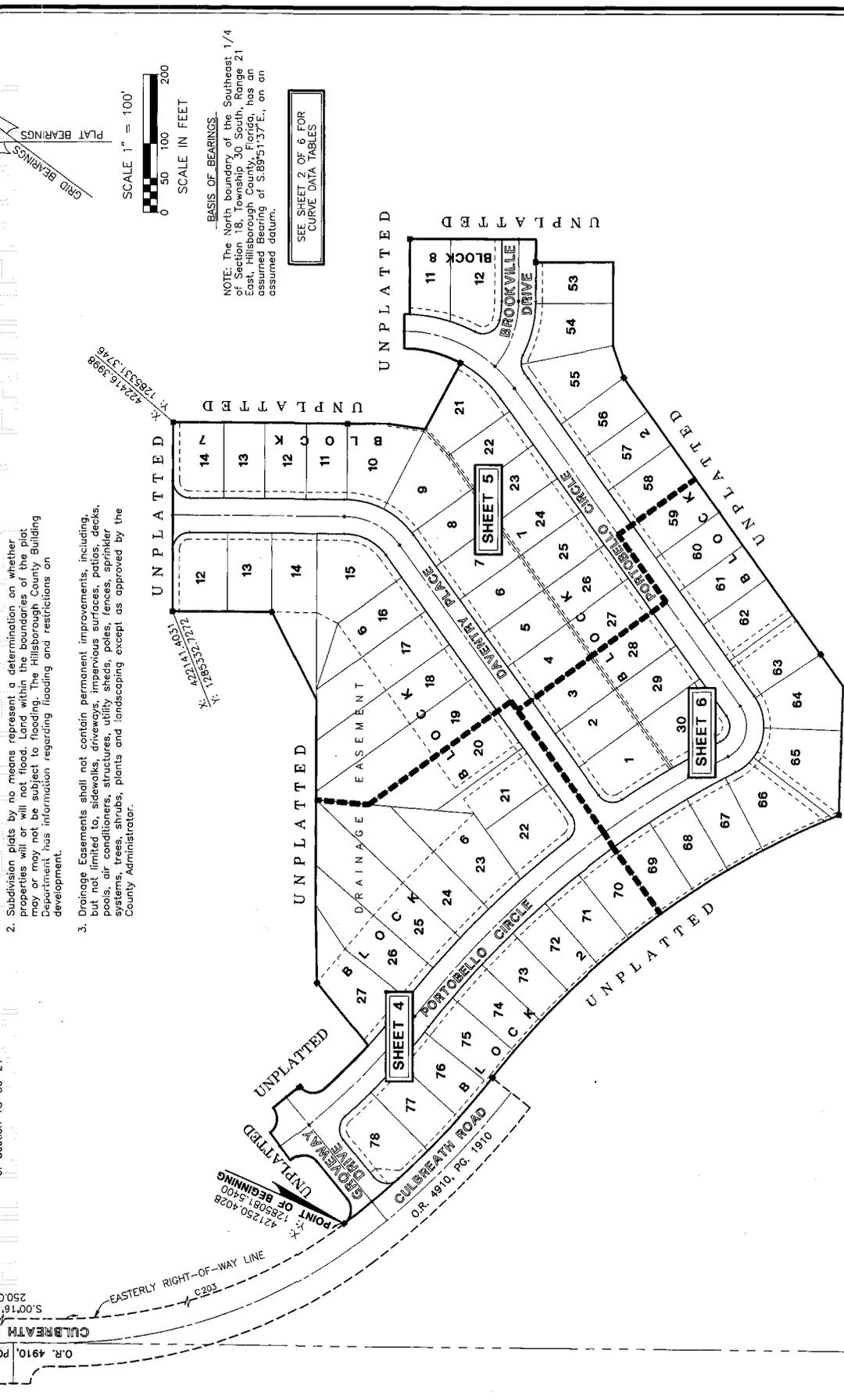
Notes:  
1. Coordinates shown herein refer to the State Plane Coordinate System (NAD 83) unless otherwise noted. Accuracy is to a minimum of third order accuracy and are supplemental data only.  
Original Coordinates: D.O.T. Stations 10-74-G15 & 10-74-G17  
2. Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of the plat may or may not be subject to flooding. The Hillsborough County Building Department has information regarding flooding and restrictions on development.  
3. 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, plants and landscaping except as approved by the County Administrator.

UNPLATTED

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UNPLATTED

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SCALE 1" = 100'  
SCALE IN FEET

PLAT BEARINGS  
GRID BEARINGS

NOTE: The North boundary of the Southeast 1/4 of Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida, has an assumed bearing of S.89°51'37"E, on an assumed datum.

SEE SHEET 2 OF 6 FOR CURVE DATA TABLES

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UNPLATTED

UNPLATTED

LEGEND:  
1. Symbol ● indicates (P.R.M.) Permanent Reference Monuments No. 4495, unless otherwise noted.  
2. Symbol ○ indicates (P.C.P.) Permanent Control Points  
3. (K) indicates radial line  
4. (NR) indicates non-radial line  
5. RB - Reference Bearing

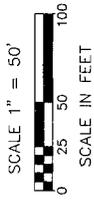
NOTE: Rear yard setbacks along the back property line of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30, Block 7, shall be maintained by the individual lot owners according to the approved lot grading plan on file in the Hillsborough County Building Department.



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# BLOOMINGDALE SECTION "DD" PHASE 1

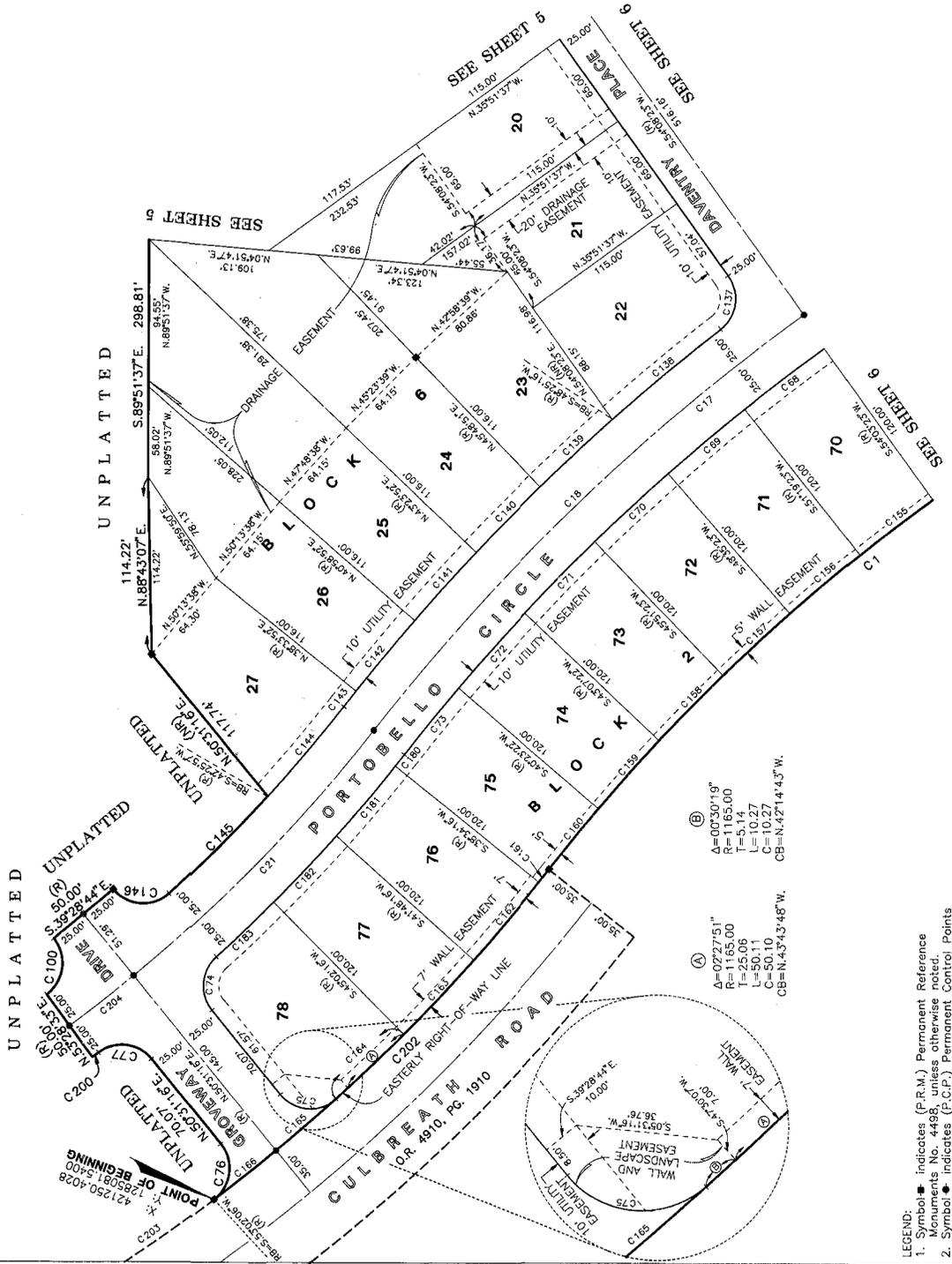
SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



SCALE 1" = 50'

SCALE IN FEET

SEE NOTE ON SHEET 3 OF 6 FOR BASIS OF BEARINGS  
SEE SHEET 2 OF 6 FOR CURVE DATA TABLES



2212 SHAWNY AVENUE  
TAMPA, FLORIDA 33606  
(813) 253-5311

**HEIDT & ASSOCIATES, INC.**  
CIVIL ENGINEERING  
LAND SURVEYING

- LEGEND:
- 1. Symbols indicates (P.R.M.) Permanent Reference Monuments No. 4498, unless otherwise noted.
  - 2. Symbols indicates (F.C.P.) Permanent Control Points
  - 3. (R) indicates radial line
  - 4. (NR) indicates non-radial line
  - 5. RB - Reference Bearing

①  
A=0727.51"  
R=1165.00  
I=25.06  
C=10.27  
C=30.10  
CB=N.43.4348°W.

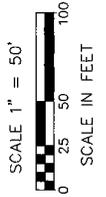
②  
A=0030.19"  
R=1163.00  
I=10.27  
C=10.27  
CB=N.4214.43°W.

# BLOOMINGDALE SECTION "DD" PHASE 1

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

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(813) 283-5311



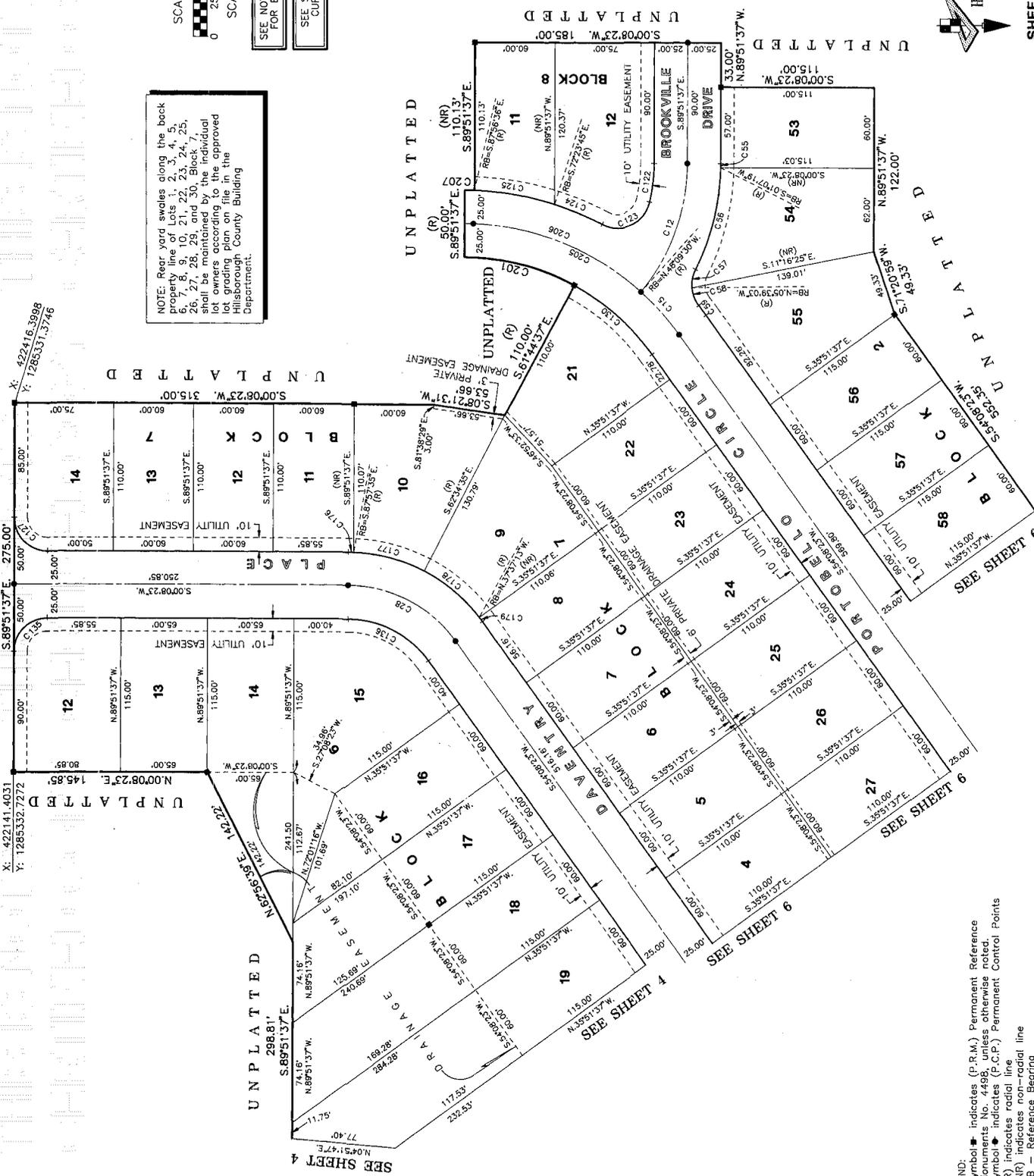
SCALE 1" = 50'

SCALE IN FEET

SEE NOTE ON SHEET 3 OF 6 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 6 FOR CURVE DATA TABLES

NOTE: Rear yard swales along the back property line of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30, Block 7, shall be maintained by the individual lot owner according to the approved lot grading plan filed with the Hillsborough County Building Department.



- LEGEND:
- 1. Symbol ■ indicates (P.R.M.) Permanent Reference Monuments No. 4498, unless otherwise noted.
  - 2. Symbol ● indicates (P.C.P.) Permanent Control Points
  - 3. (R) indicates radial line
  - 4. (NR) indicates non-radial line
  - 5. RB - Reference Bearing

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SEE SHEET 4

SEE SHEET 9



# BLOOMINGDALE SECTION "DD" PHASE 4 UNIT 1

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

**DESCRIPTION:** A parcel of land lying in Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

**BEGINNING** at the Southeast corner of Lot 53, Block 2, of BLOOMINGDALE SECTION "DD" PHASE 1, according to the plat thereof as recorded in the Plat Book 76, Page 35, Hillsborough County, Florida, run thence along the Easterly and Northernly boundaries of said BLOOMINGDALE SECTION "DD" PHASE 1 the following eleven (11) courses: 1) N.00°08'23"E., 115.00 feet; 2) S.89°51'37"W., 33.00 feet; 3) N.00°08'23"E., 185.00 feet; 4) N.89°51'37"W., 110.13 feet to a point on a curve; 5) Northernly, 7.53 feet along the arc of a curve to the left having a radius of 225.00 feet and a central angle of 07°55'01" (chord bearing N.01°05'53"E., 7.53 feet); 6) N.89°51'37"W., 50.00 feet to a point on a curve; 7) Southernly, 85.68 feet along the arc of said curve to the right, having a radius of 175.50 feet and a central angle of 28°07'00" (chord bearing N.06°21'31"E., 53.66 feet); 8) N.00°08'23"E., 315.00 feet; 9) N.89°51'37"W., 205.00 feet; thence N.00°08'23"E., 270.00 feet; thence N.89°51'37"W., 30.00 feet; thence N.00°08'23"E., 160.00 feet; thence S.89°51'37"E., 615.00 feet; thence S.00°08'23"W., 74.00 feet; thence S.89°51'37"E., 180.81 feet; thence S.00°11'49"W., 1001.00 feet; thence N.89°51'37"W., 302.82 feet to the POINT OF BEGINNING.

Containing 13.547 acres, more or less.

**DEDICATION:** Brandon Properties Partnership, Ltd., a Florida limited partnership (Brandon), the fee simple owner of the land included within this subdivision plat, BLOOMINGDALE SECTION "DD" PHASE 4 UNIT hereby dedicates all roads, streets, and public use, utility, and drainage purposes, including but not limited to, easements shown hereon, for dedication to the public. Brandon further dedicates the Private Drainage Easements shown hereon to the BLOOMINGDALE SECTION "DD" Homeowners' Association.

SHIMBERG-CROSS COMPANY - OWNER  
General Partners for BRANDON PROPERTIES PARTNERS, LTD., a Florida Limited Partnership

*Arthur W. Merritt*  
Witness, Arthur W. Merritt

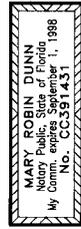
*Vicky B. Robinson*  
Witness, Vicky B. Robinson

**ACKNOWLEDGEMENT:** State of Florida, County of Hillsborough

Personally appeared before me, the undersigned authority Glen Cross, President of SHIMBERG-CROSS COMPANY, General Partners for BRANDON PROPERTIES PARTNERS, LTD., a Florida Limited Partnership, Owner, to me well known and known by me to be the personally described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and that he affixed hereto the seal of said corporation, and did not take an oath.

Witness my hand and official seal on this 9<sup>th</sup> day of JUNE, 1997.

*Mary Robin Dunn*  
Notary Public, State of Florida at Large



FIRST UNION NATIONAL BANK OF FLORIDA - MORTGAGEE

*W. Ted Starkey*  
Witness, W. Ted Starkey

*Wickie B. Robinson*  
Witness, Wickie B. Robinson

**ACKNOWLEDGEMENT:** State of Florida, County of Hillsborough

Personally appeared before me, the undersigned authority W. Ted Starkey, Business Development Manager of First Union National Bank of Florida, Mortgagee, to me well known and known by me to be the personally described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and did not take an oath.

Witness my hand and official seal on this 16<sup>th</sup> day of JUNE, 1997.

*Mary Robin Dunn*  
Notary Public, State of Florida at Large



**BOARD OF COUNTY COMMISSIONERS:** This plat is hereby accepted and approved for record by the Board of County Commissioners of Hillsborough County, Florida.

*William Egan*  
Chairman

8-11-97  
Date

**SURVEYOR'S CERTIFICATE**

I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, that the survey data complies with all the requirements of Chapter 177 of the Florida Statutes, and that P.R.M.'s (Permanent Reference Monuments) as shown hereon have been set, and that P.C.P.'s (Permanent Control Points) as shown hereon will be set within the time allotted in 177.091 (8).

*Arthur W. Merritt*  
HEIDT & ASSOCIATES, INC.  
Arthur W. Merritt,  
Fla. Registered Land Surveyor No. 4498

August 8, 1997  
Date

August 15, 1997  
Date

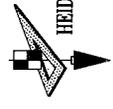
*Richard Ake*  
Clerk of the Circuit Court

August 15, 1997  
Date

*William Robinson*  
Deputy Clerk

Time 1:53 pm

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TAMPA, FLORIDA 33606  
(813) 253-5311

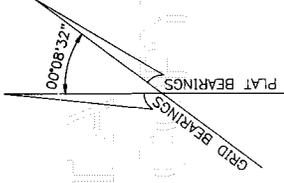


NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.



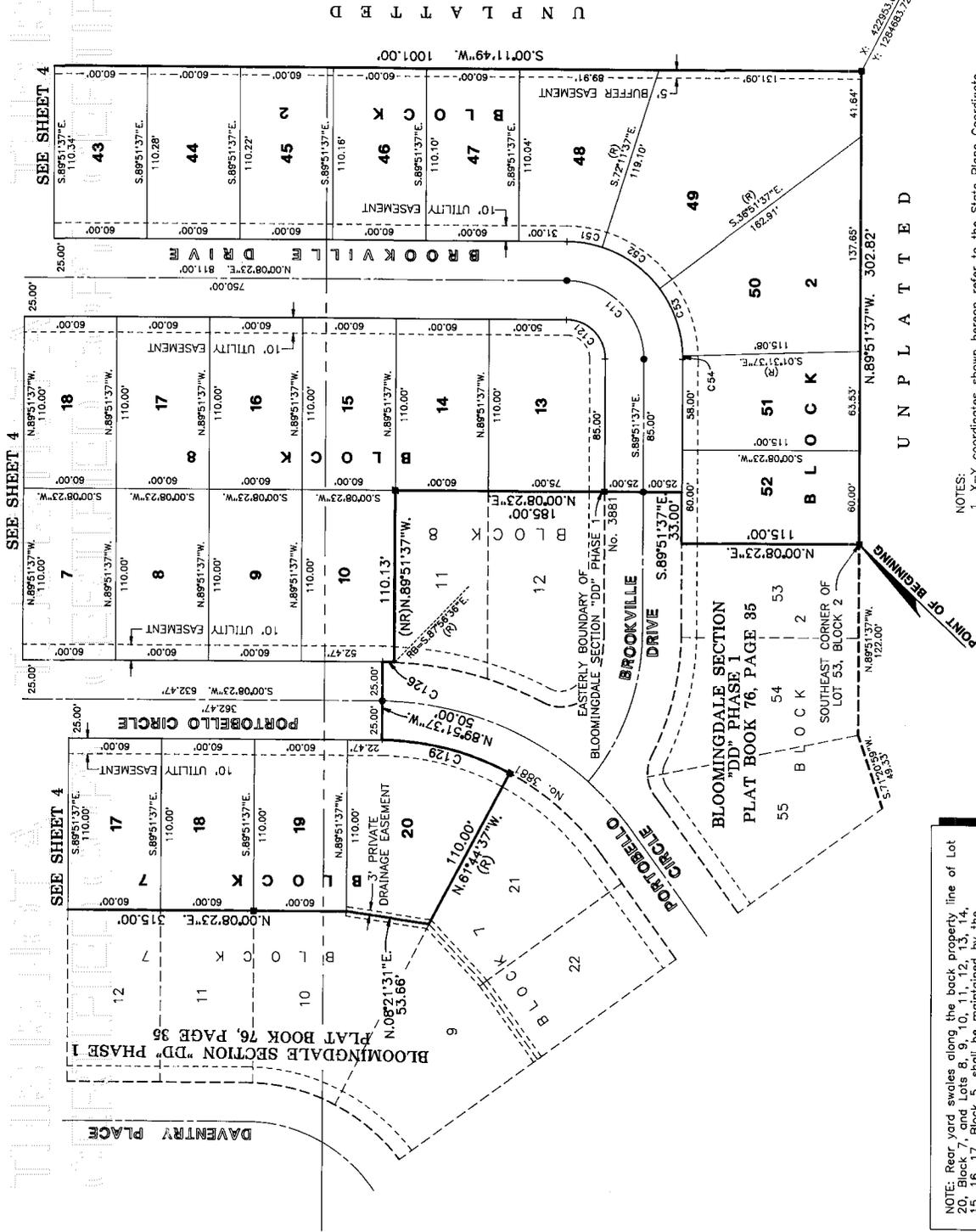
# BLOOMINGDALE SECTION "DD" PHASE 4 UNIT 1

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



SEE NOTE ON SHEET 2 OF 4 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 4 FOR CURVE DATA TABLES



NOTE: Rear yard swales along the back property line of Lot 20, Block 7, and Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, Block 5, shall be maintained by the owner of the property according to the approved lot grading plan on file in the Hillsborough County Building Department.

- LEGEND:
- 1. Symbol ■ indicates (P.R.M.) Permanent Reference Monuments (No. 4496), unless otherwise noted.
  - 2. Symbol ● indicates (P.C.P.) Permanent Central Points
  - 3. (R) indicates radial line
  - 4. (NR) indicates non-radial line
  - 5. (B) - Reference Bearing
  - 6. E.P.C.H.C. - Hillsborough County Environmental Protection Commission
  - 7. E.P.E. = Electric Power Easement

- NOTES:
1. X-Y coordinates shown herein refer to the State Plane Coordinate System (NAD 27) for the West Zone of Florida, have been established by the Hillsborough County Building Department and are supplementary data only. Original Coordinates: D.O.T. Stations 10-74-015 & 10-74-017
  2. Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of the Plat may or may not be subject to flooding. The Hillsborough County Building Department has information regarding flooding and restrictions on development.
  3. 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, plants and landscaping except as approved by the County Administrator.

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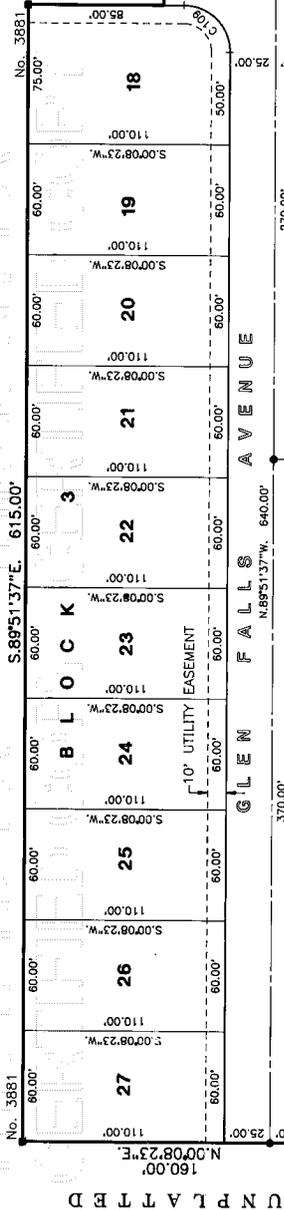
**HEIDT & ASSOCIATES, INC.**  
CIVIL ENGINEERING  
LAND SURVEYING

# BLOOMINGDALE SECTION "DD" PHASE 4 UNIT 1

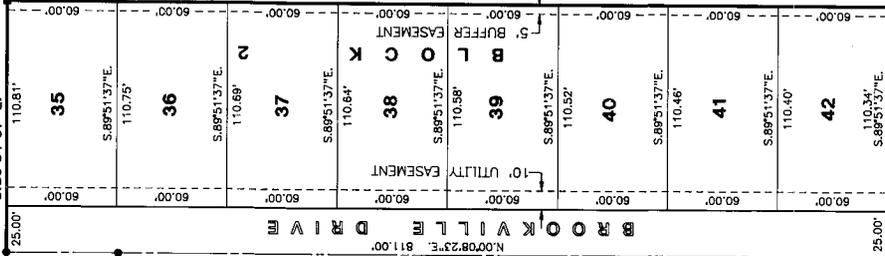
SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 8 / PAGE 94-4

UNPLATTED



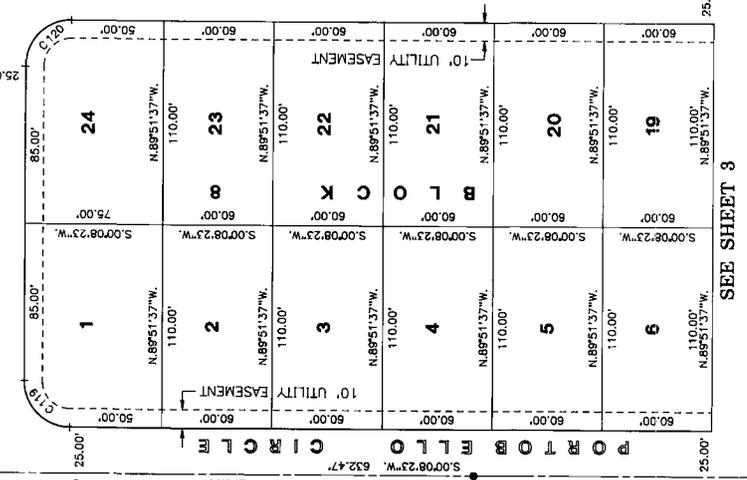
UNPLATTED



SEE NOTE ON SHEET 2 OF 4 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 4 FOR CURVE DATA TABLES

UNPLATTED



SEE SHEET 3

SEE SHEET 3

SEE SHEET 3

NOTE: Rear yard swales along the back property line of Lot 20, Block 7, and Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, Block 3, shall be maintained by the individual lot owners according to the approved lot grading plan on file in the Hillsborough County Building Department.

- LEGEND:
- 1. Symbol ■ indicates (P.R.M.) Permanent Reference Monuments No. 4496, unless otherwise noted.
  - 2. Symbol ● indicates (P.C.P.) Permanent Control Points
  - 3. (R) indicates radial line
  - 4. (NR) indicates non-radial line
  - 5. RB - Reference Bearing
  - 6. E.P.C.H.C. - Hillsborough County Environmental Protection Commission
  - 7. E.P.E. = Electric Power Easement



SHEET 4 OF 4 SHEETS

BLOOMINGDALE SECTION "DD" PHASE 2 SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION: Brandon Properties Partnership, Ltd., a Florida limited partnership (Brandon), the fee simple owner of the herein described lands which are being platted into a subdivision of BLOOMINGDALE SECTION "DD", PHASE 2, hereby dedicate all roads, streets, and rights-of-way, shown hereon, to public use, for utility and drainage purposes incidental thereto, and further dedicate all easements shown hereon for drainage and utility purposes and other purposes incidental thereto, and further dedicate the Private Drainage Easements shown hereon to the BLOOMINGDALE SECTION "DD" Homeowners' Association.

SHIMBERG-CROSS COMPANY - OWNER  
General Partners for Brandon Properties Partnership  
AFFIDAVIT FILED  
DATE: 6-9-2000  
OR BK 10233 PG 1440  
BY: Cynthia Rose  
DEPUTY CLERK

Witness, Alicia Yeoman  
Witness, Galen Custard

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough  
The foregoing instrument was acknowledged before me this 3rd day of August, 1999, by Glen Cross as President of Shimberg-Cross Company, General Partners for Brandon Properties Partnership. He is personally known to me.  
Witness my hand and official seal on this 3rd day of August, 1999.

Notary Public, State of Florida at Large  
Elizabeth L. Nevel

Witness, Galen Custard  
Witness, Vicky B. Robinson

FIRST UNION NATIONAL BANK OF FLORIDA - MORTGAGEE  
W. Ted Starkey, Business Development Manager  
ACKNOWLEDGEMENT: State of Florida, County of Hillsborough  
The foregoing instrument was acknowledged before me this 3rd day of August, 1999, by W. Ted Starkey, as Business Development Manager, of First Union National Bank of Florida. He is personally known to me.

Notary Public, State of Florida at Large  
Elizabeth L. Nevel

Richard Ake  
Cynthia Rose  
Deputy Clerk  
Date: 8-27-99  
Time: 1:59 P.M.

CLERK OF THE CIRCUIT COURT  
State of Florida, County of Hillsborough. I certify that the within plat complies in form with all the requirements of Chapter 177 of the Florida Statutes. Filed in Plat Book 86, Page 20, of the Public Records of Hillsborough County, Florida.

REVIEWING AGENCY SURVEYOR'S CERTIFICATE  
This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.  
Reviewed By: Ken Beavinger  
Florida Professional Surveyor and Mapper License  
County Surveying Division, Real Estate Department,  
Hillsborough County  
5355

REVIEWING AGENCY SURVEYOR'S CERTIFICATE  
This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.

Reviewed By: Ken Beavinger  
Florida Professional Surveyor and Mapper License  
County Surveying Division, Real Estate Department,  
Hillsborough County  
5355

REVIEWING AGENCY SURVEYOR'S CERTIFICATE  
This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.

Reviewed By: Ken Beavinger  
Florida Professional Surveyor and Mapper License  
County Surveying Division, Real Estate Department,  
Hillsborough County  
5355

REVIEWING AGENCY SURVEYOR'S CERTIFICATE  
This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.

DESCRIPTION: A parcel of land lying in Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida and being more particularly described as follows:

From the Northwest corner of the Southeast 1/4 of said Section 18, run thence along the North boundary of said Southeast 1/4 of Section 18, S.89°51'37"E., 35.00 feet to a point on the Easterly right-of-way line of CULBREATH ROAD, as recorded in Official Record Book 4910, Page 1910, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following two (2) courses: 1) S.00°16'18"W., 250.00 feet to a point of curvature; 2) Southeastery, 757.13 feet along the arc of a curve to the left having a radius of 185.00 feet and a central angle of 371°4'10" (chord bearing S.18°20'49"E., 185.00 feet) to a point of compound curvature on the Northwesterly boundary of BLOOMINGDALE SECTION "DD", PHASE 1, according to the plat thereof as recorded in Plat Book 76, Page 35, Public Records of Hillsborough County, Florida; thence along said Northwesterly boundary the following three (3) courses: 1) S.89°51'37"E., 40.37 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 92°30'50" (chord bearing S.83°13'19"E., 36.12 feet) to a point of tangency; 2) N.50°31'16"E., 70.07 feet to a point of curvature; 3) Northwesterly, 36.10 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°19'18" (chord bearing N.06°51'37"E., 34.52 feet) to a point of reverse curvature; 4) Northwesterly, 5.04 feet along the arc of a curve to the right having a radius of 1045.00 feet and a central angle of 00°16'35" (chord bearing N.36°39'45"W., 5.04 feet); 5) N.53°28'33"E., 50.00 feet to the POINT OF BEGINNING; thence Northwesterly, 84.11 feet along the arc of a curve to the right having a radius of 995.00 feet and a central angle of 04°50'35" (chord bearing N.34°08'09"W., 84.08 feet); thence N.50°31'16"E., 31.40 feet; thence N.50°31'16"E., 110.45 feet to a point on a curve; thence Northwesterly, 12.62 feet along the arc of a curve to the right having a radius of 175.00 feet and a central angle of 04°07'30" (chord bearing N.41°52'40"W., 12.61 feet) to a point of tangency; 6) S.89°51'37"E., 38.93 feet; thence S.89°51'37"E., 360.00 feet to the Northwest corner of BLOOMINGDALE SECTION "DD" PHASE 4 UNIT 1, according to the plat thereof as recorded in Plat Book 81, Page 56, Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said BLOOMINGDALE SECTION "DD", PHASE 4 UNIT 1 the following three (3) courses: 1) S.00°08'23"W., 160.00 feet; 2) S.89°51'37"E., 30.00 feet; 3) S.00°08'23"W., 270.00 feet to a point on the Northerly boundary of the aforesaid BLOOMINGDALE SECTION "DD", PHASE 1; thence along said Northerly boundary the following ten (10) courses: 1) N.89°51'37"W., 70.00 feet; 2) S.00°08'23"W., 145.85 feet; 3) S.62°56'39"W., 142.22 feet; 4) N.89°51'37"W., 298.81 feet; 5) S.88°43'07"W., 114.22 feet; 6) S.50°31'16"W., 117.74 feet to a point on a curve; 7) Northwesterly, 89.15 feet along the arc of a curve to the right having a radius of 995.00 feet and a central angle of 05°08'02" (chord bearing N.45°00'02"W., 89.12 feet) to a point of compound curvature; 8) Northwesterly, 40.56 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°57'17" (chord bearing N.04°02'56"W., 40.56 feet); 9) Northwesterly, 49.50 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°57'17" (chord bearing N.83°00'06"W., 36.26 feet) to the POINT OF BEGINNING.

Containing 9,609 acres, more or less.

Board of County Commissioners: Hillsborough County, Florida.  
8/26/99  
Date  
Chairman

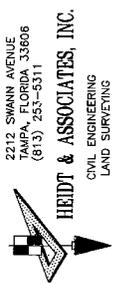
NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

SURVEYOR'S CERTIFICATE  
I hereby certify that this plat was prepared under my direction and supervision and that it complies with all of the survey requirements of Chapter 177 of the Florida Statutes, and that the "P.R.M.s" (Permanent Reference Monuments) as shown hereon have been set, and that the "P.C.P.s" (Permanent Control Points) as shown hereon, and all other monumentation of lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (b) (9).

HEDT & ASSOCIATES, INC., (LB148)  
2212 Swann Avenue  
Tampa, Florida 33606  
Arthur W. Merritt, (LS4498)  
Florida Professional Surveyor and Mapper  
Date: June 28, 1999

Reviewed By: Ken Beavinger  
Florida Professional Surveyor and Mapper License  
County Surveying Division, Real Estate Department,  
Hillsborough County  
5355

REVIEWING AGENCY SURVEYOR'S CERTIFICATE  
This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.



# BLOOMINGDALE SECTION "DD" PHASE 2

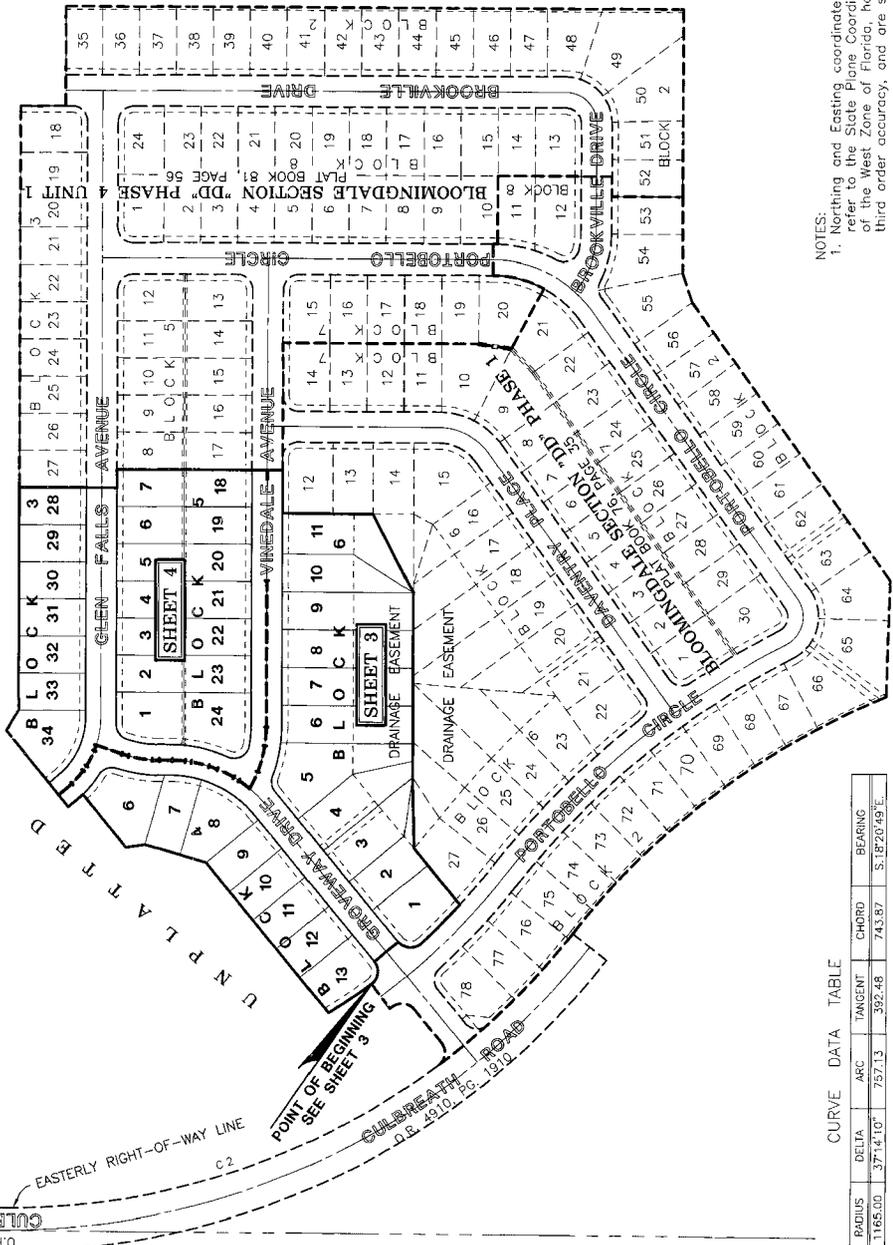
SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

**AFFIDAVIT FILED**  
 DATE: 6-9-2020  
 OR BK 10233 PG 1440  
 BY: [Signature] DEPUTY CLERK

North boundary of the Southeast 1/4 of Section 18-30-21

S.89°51'37"E  
 5.001618'  
 250.08'

UNPLATTED

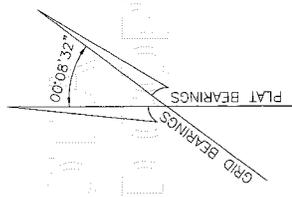


CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
2.	1165.00'	37°14'0"	757.13'	392.48'	743.87'	S.12°20'09"E

NOTE: Rear yard swales along the back property line of Lots 1, 2, 3, 4, 5, 6, 7, 18, 19, 20, 21, 22, 23 and 24, Block 5 shall be maintained by the individual lot owners according to the approved lot grading plan on file in the Hillsborough County Building Department.

- LEGEND:
- 1. Symbol ■ indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - 2. Symbol ⊕ indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - 3. Symbol ● indicates (P.C.P.) Permanent Control Points LB148
  - 4. (R) indicates radial line
  - 5. (NR) indicates non-radial line
  - 6. RB - Reference Bearing
  - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County



SCALE 1" = 150'  
 SCALE IN FEET

**BASIS OF BEARINGS**

NOTE: The North boundary of the Southeast 1/4 of Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida, has a Bearing of S.89°51'37"E., on an assumed datum.

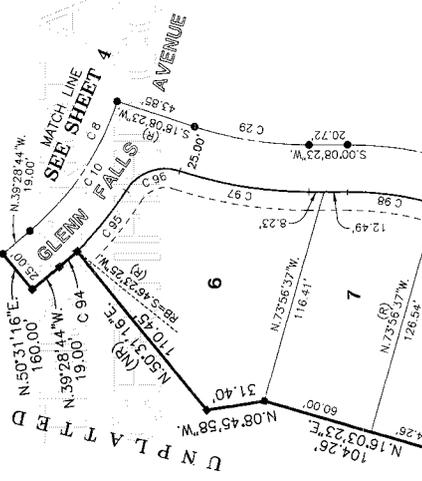
- NOTES:
1. Northing and Easting coordinates (indicated in feet) are shown hereon refer to the State Plane Coordinate System (NAD 83 - 1990 ADJUSTMENT) of the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only. Originating Coordinates: Station LIMON "A" and Station LIMON "A" AZ MK
  2. Subdivision plats by no means represent a determination on whether property will or will not flood. Land within the boundaries of the plat may or may not be subject to flooding. The Hillsborough County Building Department has information regarding flooding and restrictions on development.
  3. Public 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, plants and landscaping except as approved by the County Administrator.



# BLOOMINGDALE SECTION "DD" PHASE 2

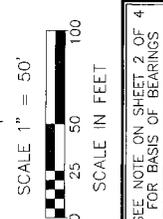
SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

AFFIDAVIT FILED  
 DATE: 6-9-2009  
 OR BK 10223 PG 1140  
 BY: [Signature]  
 DEPUTY CLERK



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARINGS
2	1165.00	37°14'16"	757.13	702.48	743.87	S.187°31'40"E
3	1500.00	32°22'53"	757.13	702.48	743.87	S.187°31'40"E
4	1500.00	32°22'53"	757.13	702.48	743.87	S.187°31'40"E
5	200.00	180°00'00"	62.83	31.86	82.52	N.09°08'23"E
6	200.00	50°22'53"	175.86	94.07	170.25	S.25°19'50"W
7	200.00	39°18'03"	137.07	71.35	131.40	S.19°46'25"W
8	200.00	11°06'50"	38.79	19.46	38.73	S.44°51'51"W
9	200.00	29°50'50"	104.19	53.30	103.01	N.74°56'12"W
10	25.00	92°30'50"	40.37	26.12	36.12	S.83°13'19"E
11	25.00	07°19'18"	38.10	23.86	34.52	N.06°51'37"E
12	175.00	04°07'51"	12.62	6.31	12.61	N.41°32'40"W
13	175.00	15°46'22"	42.07	21.14	41.97	S.50°29'47"E
14	25.00	75°34'05"	32.97	19.38	30.63	S.19°35'55"E
15	225.00	15°02'44"	70.86	35.73	70.57	N.09°09'45"E
16	175.00	32°22'53"	105.91	54.46	105.46	S.37°19'33"W
17	175.00	32°22'53"	105.91	54.46	105.46	S.37°19'33"W
18	95.00	05°08'02"	88.15	44.61	88.19	N.45°00'02"W
19	25.00	60°17'23"	26.31	14.52	25.11	N.80°39'53"E
20	225.00	14°09'49"	65.62	27.95	55.48	S.76°16'16"E
21	149	225.00	06°30'27"	25.55	12.79	S.25°54'
22	184	995.00	04°50'35"	84.11	42.08	N.34°06'09"W
23	185	995.00	05°08'02"	89.15	44.61	N.45°00'02"W
24	186	25.00	92°57'17"	40.56	26.32	N.04°02'38"E
25	187	25.00	92°57'17"	40.56	26.32	N.83°00'06"W
26	200	1045.00	00°16'35"	5.04	2.52	N.36°39'45"W



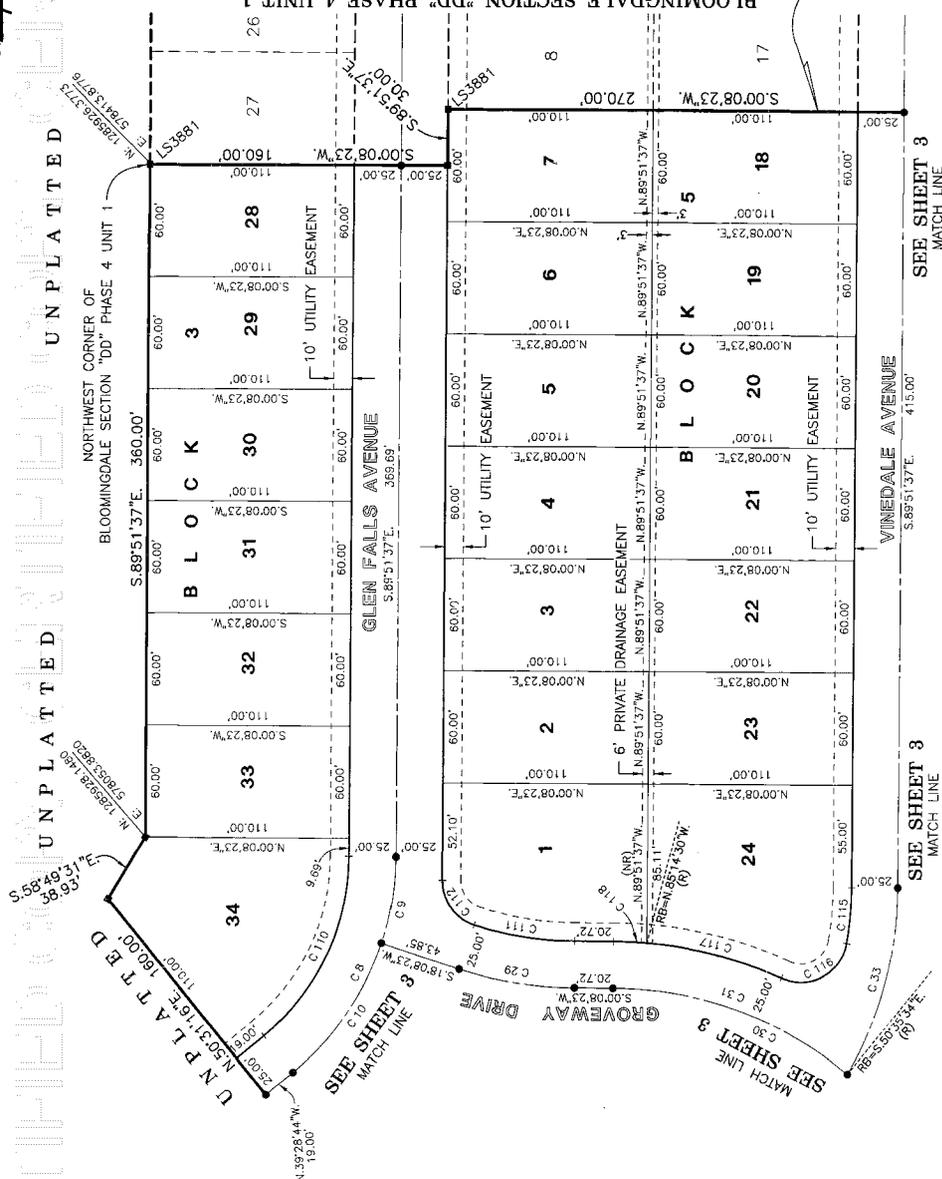
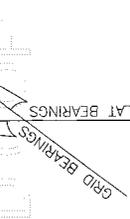
- LEGEND:
- 1. Symbol (P.F.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - 2. Symbol (P.F.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - 3. Symbol (P.C.P.) Permanent Control Points LB148
  - 4. (R) indicates radial line
  - 5. (NR) indicates non-radial line
  - 6. RB - Reference Bearing
  - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County

HEIDT & ASSOCIATES, INC.  
 CIVIL ENGINEERING  
 LAND SURVEYING  
 2212 SWANN AVENUE  
 TAMPA, FLORIDA 33606  
 (813) 253-5311

# BLOOMINGDALE SECTION "DD" PHASE 2

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

**AFFIDAVIT FILED**  
 DATE: 6-9-2000  
 OR BK 20233 PG 1440  
 BY: [Signature]  
 DEPUTY CLERK



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
8	150.00	50°22'53"	131.90	70.95	127.69	N.64°40'10"W.
9	150.00	18°00'00"	47.12	23.76	46.93	N.80°51'37"W.
10	150.00	32°22'53"	84.77	43.55	83.65	N.55°40'10"W.
29	200.00	18°00'00"	62.83	31.68	62.57	N.09°08'23"E.
30	200.00	50°22'53"	175.86	94.07	170.25	S.25°19'50"W.
31	200.00	39°16'03"	137.07	71.35	134.40	S.19°46'25"W.
32	150.00	50°22'53"	104.19	53.30	103.01	N.74°56'12"W.
33	150.00	18°00'00"	47.12	23.76	46.93	N.80°51'37"W.
34	150.00	32°22'53"	84.77	43.55	83.65	N.55°40'10"W.
11	175.00	17°55'37"	31.45	18.19	24.42	N.64°08'07"E.
12	175.00	72°04'33"	30.07	15.07	30.03	N.84°56'16"W.
116	25.00	103°57'38"	45.36	31.98	39.39	N.28°02'36"W.
117	225.00	19°11'13"	75.35	36.03	75.00	N.14°21'06"E.
118	225.00	04°37'07"	18.14	9.07	18.13	N.02°26'56"E.

NOTE: Rear yard swales along the back property line of Lots 1, 2, 3, 4, 5, 6, 7, 18, 19, 20, 21, 22, 23 and 24, Block 5 shall be maintained by the individual lot owners according to the approved lot grading plan on file in the Hillsborough County Building Department.

- LEGEND:
- Symbol ■ indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - Symbol ⊕ indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - Symbol ● indicates (P.C.P.) Permanent Control Points LB148
  - (R) indicates radial line
  - (NR) indicates non-radial line
  - RB - Reference Bearing
  - E.P.C.H.C. - Environmental Protection Commission of Hillsborough County

# BLOOMINGDALE SECTION "DD" PHASE 3 AND PHASE 4 UNIT 2

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 89 PAGE 81-1

**DESCRIPTION:** A parcel of land lying in Section 18, Township 30, South, Range 21 East, Hillsborough County, Florida; and being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 18, run thence along the North boundary of said Southeast 1/4 of Section 18, S.89°51'31"E., 35.00 feet to a point on the Easterly right-of-way line of CULBREATH ROAD, as recorded in Official Record Book 4910, Page 1910, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence continue along said North boundary of the Southeast 1/4 of Section 18, S.89°51'31"E., 1941.21 feet; thence S.00°11'49"W., 344.00 feet to the Northeast corner of BLOOMINGDALE SECTION "DD" PHASE 4 UNIT 2, according to the plat thereof as recorded in Plat Book 81, Page 36, Public Records of Hillsborough County, Florida, said point being the POINT OF BEGINNING; thence along the Easterly boundary of said BLOOMINGDALE SECTION "DD" PHASE 4 UNIT 2, N.00°08'23"E., 74.00 feet; 1) N.89°51'37"W., 160.81 feet; 2) N.00°08'23"E., 74.00 feet; 3) N.89°51'37"W., 615.00 feet to the Northeast corner of BLOOMINGDALE SECTION "DD" PHASE 2, according to the plat thereof as recorded in Plat Book 86, Page 20, Public Records of Hillsborough County, Florida; thence along the Northern boundary of said BLOOMINGDALE SECTION "DD" PHASE 2, the following ten (10) courses: 1) continue N.89°51'37"W., 360.00 feet; 2) N.58°49'31"W., 38.93 feet; 3) S.50°31'16"W., 160.00 feet; 4) S.39°28'44"E., 19.00 feet to a point of curvature; 5) Southeasterly, 12.62 feet along the arc of a curve to the left having a radius of 175.00 feet and a central angle of 04°07'51" (chord bearing S.41°32'40"E., 12.61 feet); 6) S.50°31'16"W., 110.45 feet; 7) S.08°45'58"E., 31.40 feet; 8) S.18°03'23"W., 104.26 feet; 9) S.50°31'16"W., 315.08 feet to a point on a curve; 10) Southeasterly, 695.00 feet along the arc of a curve to the left having a radius of 3347.00 feet and a central angle of 04°50'35" (chord bearing S.34°06'09"E., 684.08 feet); 11) continue on the Northern boundary of BLOOMINGDALE SECTION "DD" PHASE 2, Public Records of Hillsborough County, Florida; thence along said Northern boundary of the following five (5) courses: 1) S.53°28'33"W., 50.00 feet to a point on a curve; 2) Southeasterly, 5.04 feet along the arc of said curve to the left having a radius of 1045.00 feet and a central angle of 00°16'35" (chord bearing S.36°39'45"E., 5.04 feet) to a point of reverse curvature; 3) Southerly, 38.10 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 87°19'18" (chord bearing S.06°51'37"W., 34.52 feet) to a point of tangency; 4) S.50°31'16"W., 70.07 feet to a point of curvature; 5) Westerly, 40.37 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°30'50" (chord bearing N.83°13'19"W., 36.12 feet) to a point of compound curvature on the aforesaid Easterly right-of-way line of CULBREATH ROAD; thence along said Easterly right-of-way line of the following two (2) courses: 1) Northerly, 757.15 feet along the arc of a curve to the left having a radius of 18270.00 feet and a central angle of 37°14'10" (chord bearing N.18°20'09"W., 743.87 feet); 2) W.00°00'00" tangency; 2) N.00°16'16"E., 250.14 feet to the POINT OF BEGINNING.

Containing 18.896 acres, more or less.

**DEDICATION:** Brandon Properties Partnership, Ltd., a Florida limited partnership (Brandon), the fee simple owner of the herein described lands which are being platted into a subdivision of BLOOMINGDALE SECTION "DD" PHASE 3 AND PHASE 4 UNIT 2, hereby dedicate all roads, streets, and rights-of-way shown hereon to public use, for utility and drainage purposes incidental thereto, and further dedicate all easements shown hereon for drainage and utility purposes and other purposes incidental thereto, and further dedicate the Private Drainage Easements shown hereon to the BLOOMINGDALE SECTION "DD" Homeowners' Association.

**SHIMBERG-CROSS COMPANY - OWNER**  
 General Partners for BRANDON PROPERTIES PARTNERS, LTD., a Florida Limited Partnership  
*Mary Robin Dunn*  
 Witness, Mary Robin Dunn  
*William F. Seaman*  
 Witness, William F. Seaman

**ACKNOWLEDGEMENT:** State of Florida, County of Hillsborough  
 The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2001, by Glen Cross as President of Shimberg-Cross Company, General Partners for Brandon Properties Partners, LTD., a Florida Limited Partnership. He is personally known to me.

*Mary Robin Dunn*  
 Notary Public, State of Florida at Large  
 My Commission Expires Sept. 1, 2002  
 COMMISSION # CC753035

**FIRST UNION NATIONAL BANK, a national banking association - MORTGAGEE**  
*W. Ted Starkey*  
 W. Ted Starkey, Business Development Manager  
 Witness, Mary Robin Dunn  
*William F. Seaman*  
 Witness, William F. Seaman

**ACKNOWLEDGEMENT:** State of Florida, County of Hillsborough  
 The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2001, by W. Ted Starkey, as Business Development Manager, of First Union National Bank, a national banking association. He is personally known to me.

*Mary Robin Dunn*  
 Notary Public, State of Florida at Large  
 My Commission Expires Sept. 1, 2002  
 COMMISSION # CC753035

**BOARD OF COUNTY COMMISSIONERS:** This plat is hereby accepted and approved for record by the Board of County Commissioners of Hillsborough County, Florida.

*Pat Frank*  
 Chairman  
 Date 3/2/01

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands, and will in all circumstances be supported in authority and effect, or if not recorded on this plat that may be found in the public records of this county.

**CLERK OF THE CIRCUIT COURT**  
 State of Florida, County of Hillsborough. I certify that the within plat complies in form with all the requirements of Chapter 177 of the Florida Statutes. Filed in Plat Book 89, Page 81 of the Public Records of Hillsborough County, Florida.

3/7/2001  
 Date *Richard Ake*  
 Clerk of the Circuit Court  
3/7/2001  
 Date *Christy Ann*  
 Deputy Clerk  
 200107106  
 TIME: 4:12 PM



**ACKNOWLEDGEMENT:** State of Florida, County of Hillsborough  
 The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2001, by Robert J. Suarez, as President of Suarez Housing Corporation, on behalf of the corporation. He is personally known to me.

*Mary Robin Dunn*  
 Notary Public, State of Florida at Large  
 My Commission Expires Sept. 1, 2002  
 COMMISSION # CC753035

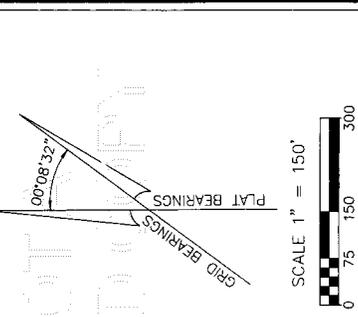
**SUAREZ HOUSING CORPORATION - OWNER**  
*Robert J. Suarez*  
 Robert J. Suarez, President  
 Witness, Debra Stevens  
*Debra Stevens*  
 Witness, Lori Bennett



2212 SWANN AVENUE  
 TAMPA, FLORIDA 33606  
 (813) 253-5311  
**HEDDT & ASSOCIATES, INC.**  
 LICENSED BUSINESS NUMBER LB148  
 CIVIL ENGINEERING  
 LAND SURVEYING

# BLOOMINGDALE SECTION "DD" PHASE 3 AND PHASE 4 UNIT 2

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



**BASIS OF BEARINGS**  
 NOTE: The North boundary of the Southeast 1/4 of Section 18, Township 30 South, Range 21 East, Hillsborough County, Florida, has a Bearing of S.89°51'31"E., on an assumed datum.

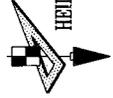


- LEGEND:**
- Symbol ■ indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - Symbol ○ indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - Symbol ◆ indicates (P.C.P.) Permanent Control Points LB148
  - (R) indicates radial line
  - (NF) indicates no radial line
  - RB - Reference Bearing
  - E.P.C.H.C. - Environmental Protection Commission of Hillsborough County

**KEY SHEET**

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELING AND DIMENSIONING.

HEIDT & ASSOCIATES, INC.  
 CIVIL ENGINEERING  
 LAND SURVEYING  
 2212 SWANN AVENUE  
 TAMPA, FLORIDA 33606  
 (813) 253-5311



**POINT OF COMMENCEMENT**  
 Northwest corner of the Southeast 1/4 of Section 18-30-21

**POINT OF BEGINNING**  
 S.89°51'31"E. 150.00'

North boundary of Section 18-30-21 of Section 18-30-21 UNPLATTED

**NOTES:**

- Northing and Easting coordinates (indicated in feet) are shown hereon refer to the State Plane Coordinate System (NAD 83, 1990 ADJUSTMENT) of the West Zone of Florida. They have been established to a minimum of third order accuracy, and are supplemental data only. Originating Coordinates: Station LIMON "A" and Station LIMON "A" AZ MK
- Subdivision platted by no means represent a determination on whether properties will or will not flood. Land within the boundaries of the plat may or may not be subject to flooding. The Hillsborough County Building Department has information regarding flooding and restrictions on development.
- Public Drainage Easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, in-situ surfaces, poles, sheds, trees, or conditioners, structures, utility sheds, poles, fences, sprinkler trees, shrubs, or plants and landscaping except as approved by the County Administrator.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this plat was prepared under my direction and supervision and that it complies with all of the survey requirements of Chapter 177, PART I, of the Florida Statutes, and that the "P.R.M.s" (Permanent Reference Monuments), as shown hereon have been set, and that the "P.C.P.s" (Permanent Control Points) as shown hereon, and all other monumentation of lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (8) (9).

HEIDT & ASSOCIATES, INC., (LB148)  
 2212 Swann Avenue  
 Tampa, Florida, 33606  
*Arthur W. Merritt*  
 Arthur W. Merritt, (LS4498)  
 Florida Professional Surveyor and Mapper

*January 11, 2001*  
 Date

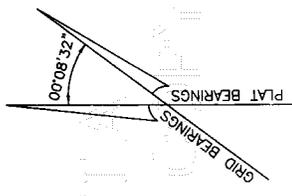
**REVIEWING AGENCY SURVEYOR'S CERTIFICATE**

This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.

Reviewed By: *John Downing*  
 Florida Professional Surveyor and Mapper, License  
 County Surveying Division, Real Estate Department,  
 Hillsborough County  
 5355

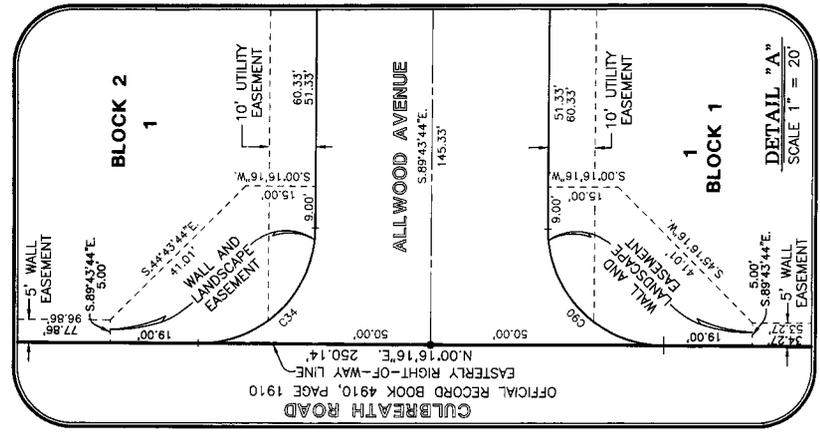
# BLOOMINGDALE SECTION "DD" PHASE 3 AND PHASE 4 UNIT 2

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

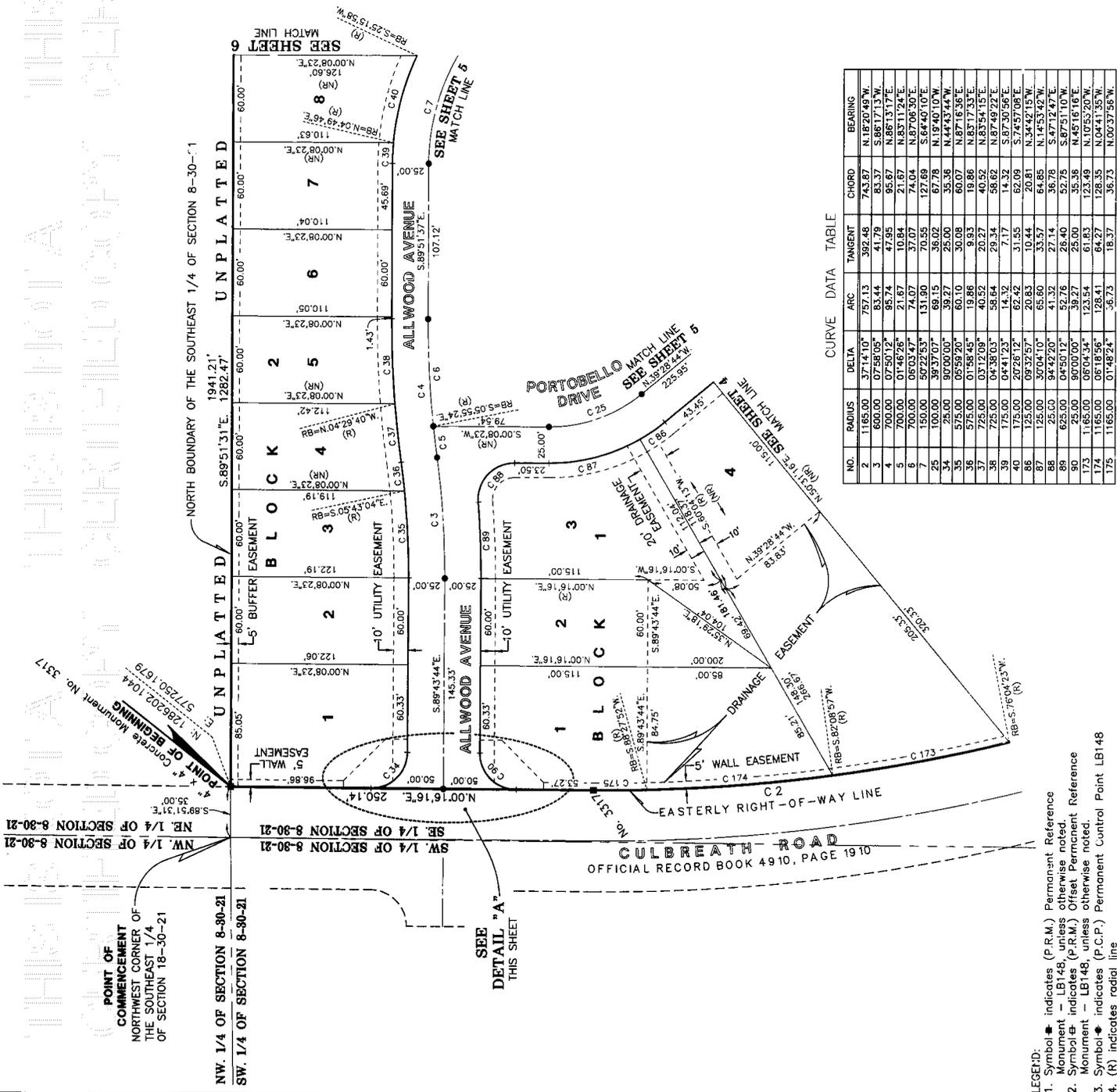


SCALE 1" = 50'  
SCALE IN FEET

SEE NOTE ON SHEET 2 OF 7 FOR BASIS OF BEARINGS



2212 SWANN AVENUE  
TAMPA, FLORIDA 33606  
(813) 253-5311  
**HEIDT & ASSOCIATES, INC.**  
LICENSED BUSINESS NUMBER LB148  
LAND SURVEYING



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	185.00	37.1410°	757.13	392.48	743.87	N.18°20'49\"
2	700.00	07°56'32\"	83.41	41.78	83.37	S.85°17'13\"
3	700.00	07°56'32\"	83.41	41.78	83.37	N.85°17'13\"
4	700.00	01°46'36\"	21.67	10.82	21.67	N.85°17'13\"
5	700.00	06°03'47\"	74.07	37.07	74.04	N.87°08'50\"
6	150.00	50°22'53\"	131.90	70.55	127.69	S.64°40'10\"
7	100.00	39°37'07\"	69.15	36.02	67.78	N.18°40'10\"
8	25.00	90°00'00\"	39.27	25.00	35.36	N.44°43'44\"
9	35.00	08°59'20\"	60.10	30.08	60.07	N.87°16'36\"
10	35.00	08°59'20\"	60.10	30.08	60.07	N.87°16'36\"
11	35.00	03°12'08\"	40.52	20.27	40.52	N.83°17'33\"
12	35.00	03°12'08\"	40.52	20.27	40.52	N.83°17'33\"
13	725.00	04°38'03\"	58.64	29.34	58.62	N.87°49'22\"
14	175.00	04°41'23\"	14.32	7.17	14.32	S.87°30'56\"
15	175.00	20°26'12\"	62.42	31.55	62.09	S.74°57'06\"
16	125.00	30°04'10\"	20.83	10.44	20.81	N.34°42'15\"
17	125.00	30°04'10\"	20.83	10.44	20.81	N.14°53'42\"
18	25.00	84°42'20\"	41.32	27.14	36.78	S.47°12'47\"
19	25.00	84°42'20\"	41.32	27.14	36.78	S.47°12'47\"
20	95.00	09°00'00\"	36.27	28.60	36.27	N.87°51'10\"
21	95.00	09°00'00\"	36.27	28.60	36.27	N.87°51'10\"
22	1165.00	06°04'34\"	123.54	61.83	123.49	N.107°53'20\"
23	1165.00	06°18'56\"	126.41	64.27	126.35	N.04°41'35\"
24	1165.00	01°48'24\"	56.73	18.37	56.73	N.00°37'56\"

- LEGEND:
- 1. Symbol: indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - 2. Symbol: indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - 3. Symbol: indicates (P.C.P.) Permanent Control Point LB148
  - 4. (R) indicates radial line
  - 5. (NR) indicates non-radial line
  - 6. RB - Reference Bearing

# BLOOMINGDALE SECTION "DD" PHASE 3 AND PHASE 4 UNIT 2

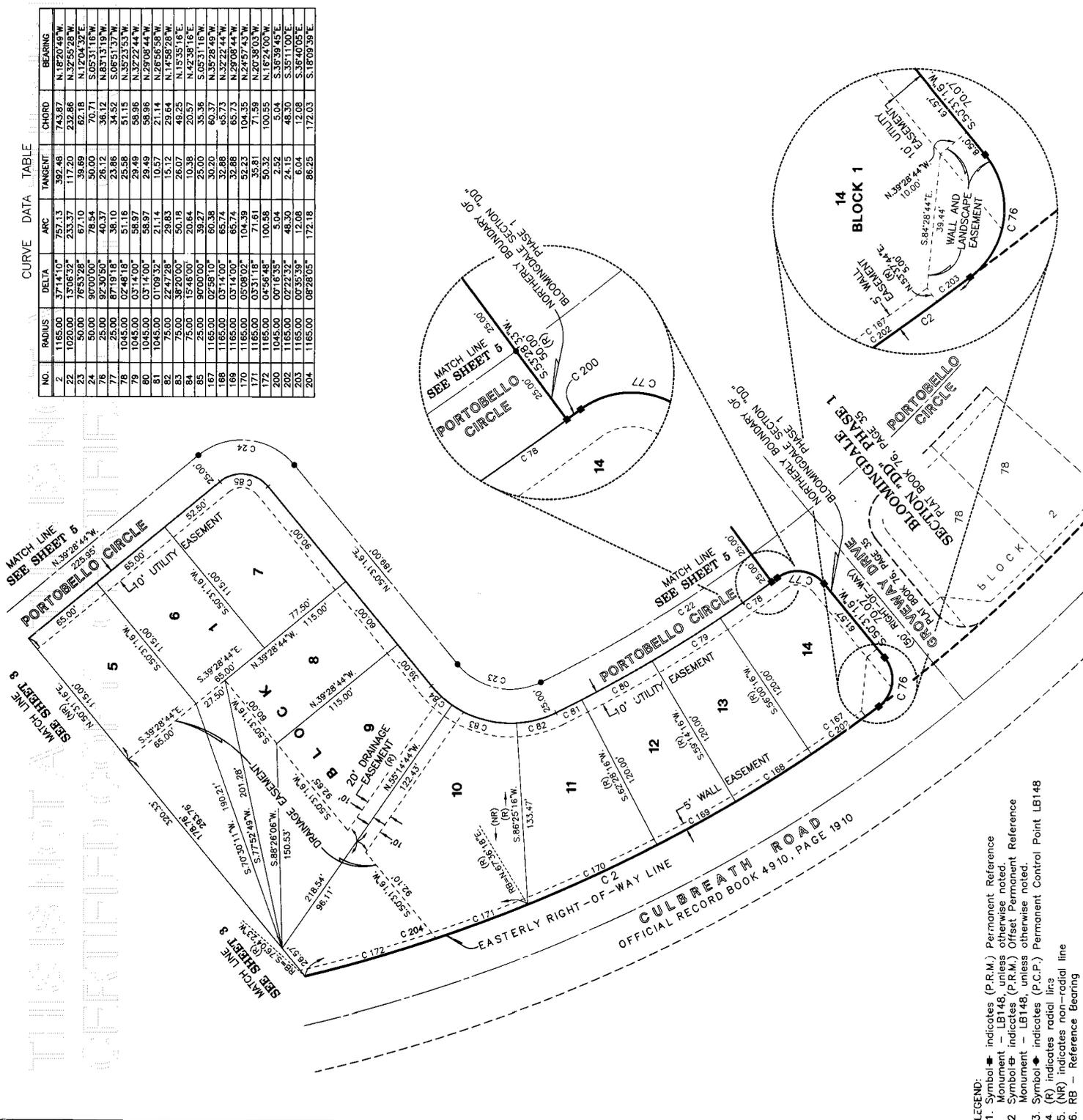
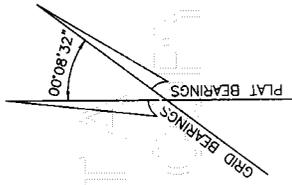
SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	1165.00	3714.10'	757.13	392.48	743.87	N.18°20'49"W
2	1020.00	1316.32	233.37	117.20	232.86	N.32°55'28"W
3	1165.00	1000.00	171.83	83.91	171.83	N.52°51'17"E
4	50.00	90.00	16.50	8.25	16.50	N.83°13'19"W
5	25.00	45.00	8.25	4.12	8.25	S.06°51'33"W
6	1045.00	314.00'	58.97	29.49	58.96	N.32°22'44"W
7	1045.00	314.00'	58.97	29.49	58.96	N.29°08'44"W
8	1045.00	314.00'	58.97	29.49	58.96	N.26°56'58"W
81	1045.00	01'09"32"	21.14	10.57	21.14	N.14°55'28"W
82	75.00	22'47"28"	29.83	15.12	29.64	N.15°35'16"E
83	75.00	38'20"00"	50.18	26.07	49.25	N.42°38'16"E
84	75.00	15'46"00"	20.64	10.38	20.57	N.05°31'16"W
85	25.00	90°00'00"	39.27	25.00	60.37	N.35°28'49"W
86	1165.00	02'38"10"	60.38	30.20	60.37	N.32°22'44"W
166	1165.00	03'14.00'	62.74	32.88	65.73	N.29°08'44"W
167	1165.00	05'04.00'	65.74	32.88	65.73	N.26°56'58"W
168	1165.00	05'04.00'	65.74	32.88	65.73	N.26°56'58"W
170	1165.00	03'31'16"	71.63	35.81	71.63	N.16°24'00"W
172	1165.00	04'56'48"	100.58	50.32	100.58	N.16°24'00"W
200	1045.00	00'16'35"	5.04	2.52	5.04	S.36°59'45"E
202	1165.00	02'22'32"	48.30	24.15	48.30	S.35°11'00"E
203	1165.00	00'35'39"	12.08	6.04	12.08	S.36°40'05"E
204	1165.00	08'28'05"	172.18	86.25	172.03	S.18°09'39"E



SCALE 1" = 50'  
SEE NOTE ON SHEET 2 OF 7 FOR BASIS OF BEARINGS



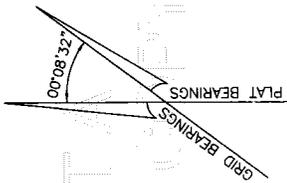
- LEGEND:**
- 1. Symbol  $\blacklozenge$  indicates (P.P.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - 2. Symbol  $\oplus$  indicates (P.P.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - 3. Symbol  $\bullet$  indicates (P.C.P.) Permanent Control Point LB148.
  - 4. (R) indicates radial lrs.
  - 5. (NR) indicates non-radial line.
  - 6. RB - Reference Bearing.

2212 SWANN AVENUE  
TAMPA, FLORIDA 33603  
(813) 253-5311

**HEIDT & ASSOCIATES, INC.**  
LICENSED BUSINESS NUMBER LB148  
CIVIL ENGINEERING  
LAND SURVEYING

# BLOOMINGDALE SECTION "DD" PHASE 3 AND PHASE 4 UNIT 2

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST,  
HILLSBOROUGH COUNTY, FLORIDA

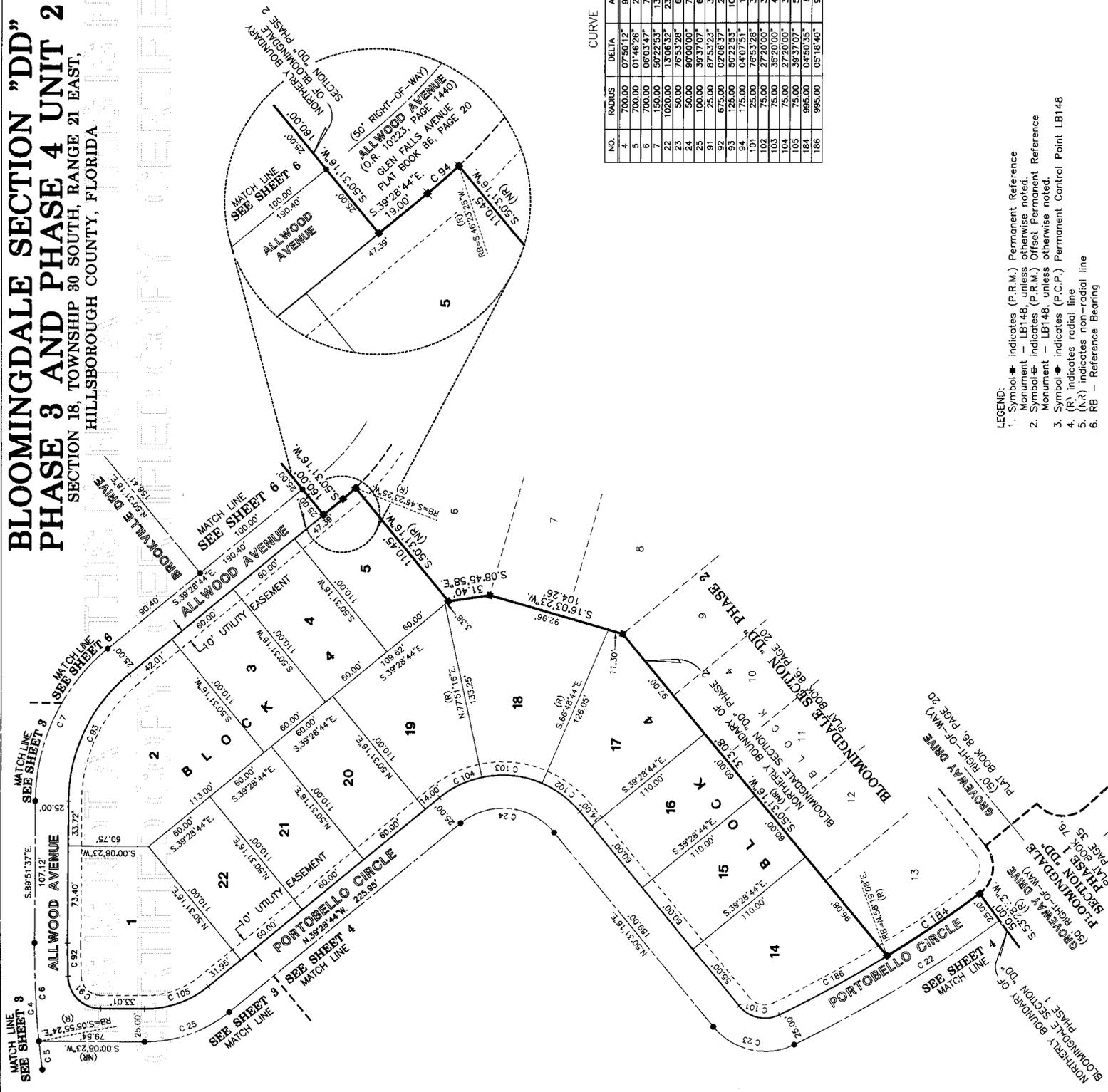


SCALE 1" = 50'



SCALE IN FEET

SEE NOTE ON SHEET 2 OF 7  
FOR BASIS OF BEARINGS



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
4	700.00	07°50'12"	95.74	47.95	95.67	N.86°13'17"E
5	700.00	01°46'28"	21.67	10.84	21.67	N.85°11'24"E
6	700.00	06°03'47"	74.07	37.07	74.04	N.87°06'30"E
22	1020.00	3°26'32"	33.89	17.35	33.89	S.84°40'10"E
23	1020.00	7°53'28"	67.10	35.69	67.10	N.72°02'42"W
24	50.00	90°00'00"	78.54	50.00	70.71	S.05°31'16"W
25	100.00	39°37'07"	68.15	36.02	67.78	N.18°40'10"W
91	25.00	87°53'23"	38.35	24.10	34.70	N.44°05'05"E
92	675.00	02°06'37"	24.86	12.43	24.86	N.89°05'05"E
93	125.00	50°22'53"	109.92	58.80	106.41	S.64°40'10"E
94	175.00	04°07'51"	12.62	6.31	12.61	S.41°32'40"E
101	25.00	76°53'28"	33.55	19.85	31.09	N.12°04'32"E
102	75.00	27°20'00"	35.78	18.24	35.44	N.36°51'16"E
103	75.00	35°20'00"	46.25	23.89	45.52	N.05°31'16"E
104	75.00	27°20'00"	35.78	18.24	35.44	N.25°48'44"W
105	75.00	39°37'07"	51.86	27.02	50.83	N.19°40'10"W
184	995.00	04°50'35"	84.11	42.08	84.08	S.24°06'09"E
186	995.00	05°18'40"	92.23	46.15	92.20	N.29°01'32"W

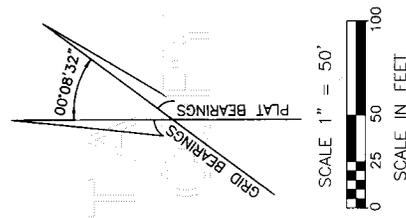
- LEGEND:
- 1. Symbol ■ indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - 2. Symbol ○ indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - 3. Symbol ◆ indicates (P.C.P.) Permanent Control Point LB148
  - 4. (R) indicates radial line
  - 5. (N/R) indicates non-radial line
  - 6. RB - Reference Bearing

2212 SWANIL AVENUE  
TAMPA, FLORIDA 33606  
(813) 253-5311

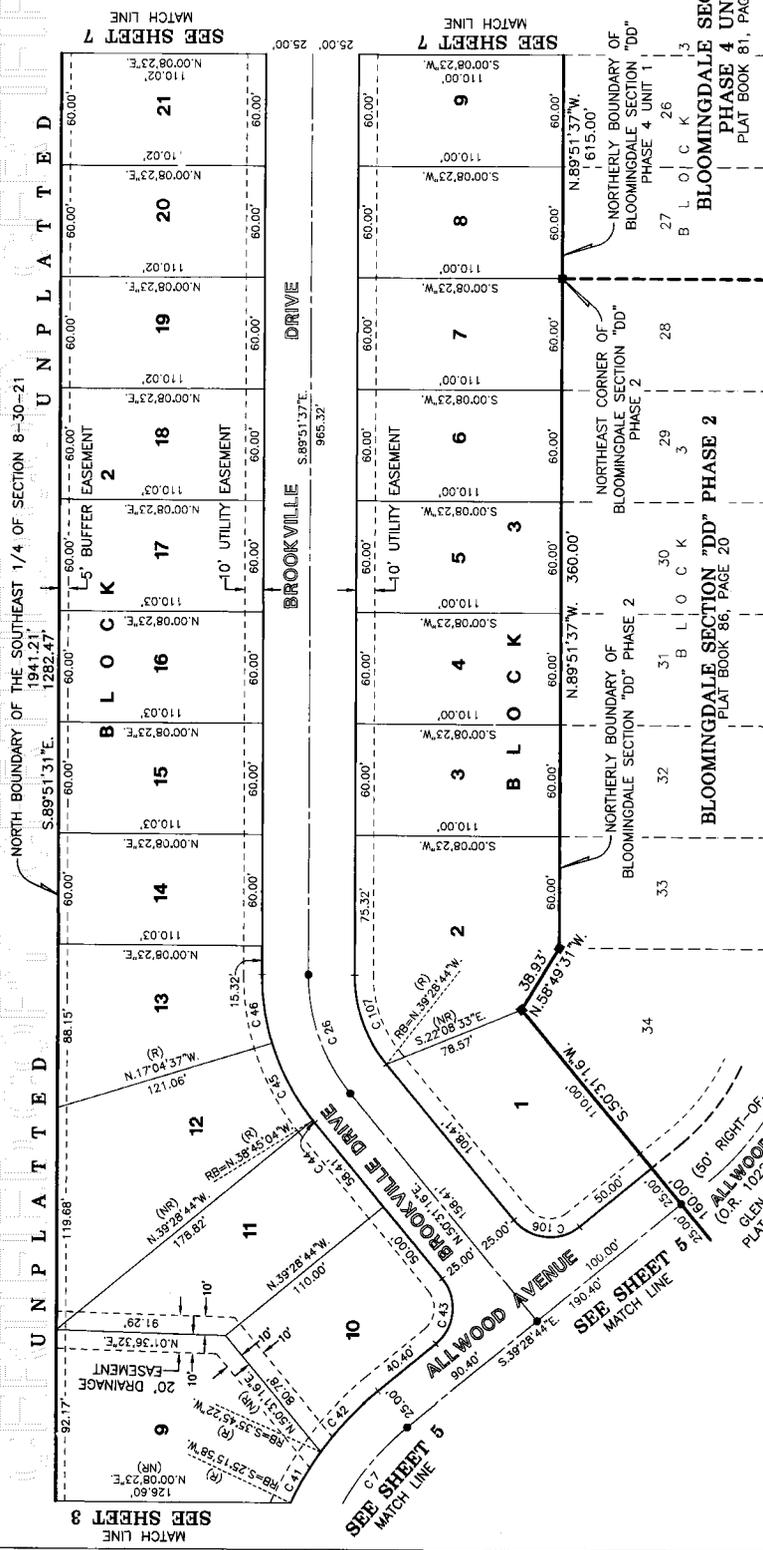
**HEIDT & ASSOCIATES, INC.**  
LICENSED BUSINESS NUMBER LB148  
CIVIL ENGINEERING  
LAND SURVEYING

# BLOOMINGDALE SECTION "DD" PHASE 3 AND PHASE 4 UNIT 2

SECTION 18, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



SEE NOTE ON SHEET 2 OF 7 FOR BASIS OF BEARINGS



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
7	150.00	50°22'53"	131.90	70.55	127.69	S.64°40'10"E
26	100.00	39°37'07"	69.15	36.02	67.76	N.70°19'50"E
4*	175.00	10°29'24"	32.04	16.06	32.00	S.59°29'20"E
4*	175.00	14°45'54"	45.10	22.67	44.97	S.46°51'41"E
43	25.00	90°00'00"	39.27	25.00	35.36	S.94°28'44"E
44	125.00	60°00'00"	47.29	23.93	47.00	N.50°53'06"E
45	125.00	21°40'27"	37.95	16.92	37.42	N.87°31'53"E
106	25.00	90°00'00"	39.27	25.00	35.36	R.05°31'16"E
107	75.00	39°37'07"	31.66	21.02	50.83	N.70°19'50"E

- LEGEND:
- Symbol ■ indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
  - Symbol ⊕ indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
  - Symbol ⊙ indicates (P.C.P.) Permanent Control Point LB148
  - (R) indicates radial line
  - (NR) indicates non-radial line
  - RB - Reference Bearing

2212 SWANN AVENUE  
 TAMPA, FLORIDA 33606  
 (813) 253-5311  
**HRRDT & ASSOCIATES, INC.**  
 LICENSED BUSINESS NUMBER LB148  
 CIVIL ENGINEERING  
 LAND SURVEYING

