

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
BLOOMFIELD HILLS
HOMEOWNERS ASSOCIATION, INC.

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THIS DECLARATION, is made this 28 day of September, 1990, by JAMES F. STEPHENSON (the "Developer" or "Declarant"), owner of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described as Bloomfield Hills Subdivision (the "Plat"), as recorded in Plat Book 90, page 36&37, public records of Polk County, Florida, (hereinafter, together with any additional lands made subject to this Declaration, the "Property").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property described above, and any additional property which may by subsequent amendment be added to and subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, except as provided below.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to Bloomfield Hills Homeowners Association, Inc., a not-for-profit Florida corporation, its successors and assigns. The "Board of Directors" of the Association shall be the elected body having its normal meaning under Florida corporation law.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. The term "Owner" shall also include the Declarant.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be subject to this Declaration pursuant to Article II, Section 2 below.

Section 4. "Common Area" shall mean all real property (including the improvements related thereto) owned by the Association for the benefit of the Owners, including, without limitation, the surface water management system of the Property. The Common Area to be owned by Association at the time of conveyance of the first Lot includes drainage easements and retention areas shown on the Plat, road medians, landscaping islands, entranceway areas, signs relating to the Property and that brick wall between the Property and Gib-Galloway Road.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the Plat or upon any plat of additional properties subject to this Declaration, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to JAMES F. STEPHENSON, and his successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped Lots owned by the Declarant for the purpose of

development, and notice of such transfer is made in writing from JAMES F. STEPHENSON to the Association.

ARTICLE II
Property Rights

Section 1. Association Easements. Only the Association shall have such rights in and to the Common Area as follows:

(a) for the purpose of providing drainage, landscaping, walls, utilities, and the maintenance thereof;

(b) to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Acquisition of Additional Common Area; Additional Lands May Be Subject to Declaration. Declarant may convey to the Association additional real estate, improved or unimproved, located within, adjacent to or near the Property, which upon conveyance or dedication shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the use and benefit of all of its members. Additionally, Declarant may make additional real estate, improved or unimproved, located adjacent to or near the Property subject to this Declaration or some portion thereof. The Declarant expressly reserves the right to make such lands subject to this Declaration in whole or in part, and may provide for additional or different restrictions on such additional lands.

Section 3. Amendment. This Article II shall not be amended without the written consent of Declarant so long as the Declarant owns any of the Property.

Section 4. Use of Common Area for Additional Lands. Upon conveyance of the Common Area to the Association, or upon additional lands being made subject in part or in whole to this Declaration, the Declarant or its successors may reserve for the benefit of Lot Owners included within additional lands annexed pursuant to Article II, Section 2 above, the right to utilize such Common Area for all reasonable purposes, specifically, without limitation, the retention area(s) and drainage easements contained within the Common Area may serve as retention area(s) or drainage easements for such additional lands.

ARTICLE III
Membership and Voting Rights

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners of each lot shall determine, but in no event shall more than one vote be cast with respect to any Lot.

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Class B. The Class B members shall consist of the Declarant and its successors and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on 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, or

(b) on December 31, 2001, or

(c) when Declarant, in its sole discretion, so determines. The Owners of Lots located within additional lands made subject to this Declaration, and the Declarant's ownership of Lots in such additional lands, shall be considered in determining the ratios set forth above. In the event that the Class B membership shall cease pursuant to subparagraph (a) above, and thereafter additional lands are made subject to this Declaration, said Class B membership may, at the option of the Declarant, be revived, and the Class B membership shall again have all powers conferred by this Declaration.

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ARTICLE IV Rights and Obligations of the Association

Section 1. Common Area. The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep such Common Area and improvements well maintained, in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions of this Declaration and the Bylaws of the Association.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association may determine to be necessary or desirable for the proper operation of the Common Area and/or the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests located within the Property or additional lands conveyed to it by the Declarant.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE V Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, 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 agrees to pay the Association: (1) annual assessments or charges and (2)

special assessments for capital improvements, all such assessments to be established and collected as hereinafter provided. The annual and special 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 such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the residents in the Property and for the improvements and maintenance of the Common Area. Without limitation, the assessments shall also be used to maintain and operate the landscaping, water management system, fencing, irrigation systems, pumps, street lighting and other improvements on the Common Area, retention areas, buffer zones, entrances, landscaped islands, medians and all other dedicated areas within the Property. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the Property as necessary. The Association may, but shall not be obligated to, use assessments to improve and maintain property adjacent to the Common Area or the Property in order to improve or maintain the property values within the Property.

Section 3. Maximum Annual Assessments and Declarants Obligations to Pay Assessments.

(a) Simultaneously with closing on each Lot, each Owner shall pay an initial membership fee of Fifty Dollars (\$50.00) to cover administrative costs.

(b) The initial maximum annual assessments thereafter against Owners other than Declarant shall be One Hundred Fifty Dollars (\$150) per Lot. Declarant shall not be responsible to pay any assessment for Lots owned by Declarant until seventy-five percent (75%) of the Lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five percent (75%) of the Lots by Declarant, Declarant shall commence paying an annual assessment for each Lot then owned by Declarant. In the event that additional lands are made subject to this Declaration pursuant to Article II, Section 2 above, additional Lots within such additional Property shall be included within any calculation necessary for this subparagraph (a) and at Declarant's option, Declarant's obligation to pay annual assessments may terminate until such time as seventy five percent (75%) of the Lots owned by Declarant, including the Lots within such additional lands, are conveyed by Declarant.

The Board of Directors shall notify the Owners in writing of the annual assessment for the coming year, and the full amount of said assessment shall be due and payable in advance for the coming year by the Owners to the Association prior to December 31. During such time(s) that Declarant is not obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from Owners other than Declarant. During such time(s), any difference in the amount of total expenses of the Association and the amount collected from Owners other than Declarant shall be paid by Declarant. There shall be no special assessments for capital improvements until Declarant begins paying assessments for Lots owned by Declarant. At any time, Declarant may elect to pay assessments for each Lot owned by Declarant rather than pay the

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difference between the amount collected by the Association and the total expenses of the Association.

(c) For the year beginning January 1, 1992, and thereafter, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year by a majority vote of the Board of the Association, without a vote of the membership.

(d) For the year beginning January 1, 1992, and thereafter, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(e) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum stated herein.

Section 4. Computation of Assessment. On or prior to November 1 of each year, it shall be the duty of the Board of Directors of the Association to prepare and adopt a budget covering estimated costs of operating the Association for the coming calendar year, which budget shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The budget shall become effective unless disapproved at a meeting by the majority of the Owners within thirty (30) days of adoption of the budget by the Board. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding 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, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 5 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all votes of all classes of membership shall constitute a quorum.

Section 7. 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.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on January 1, 1991. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-Payment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the Property. 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. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in order of their coming due.

Section 10. 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 the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien by such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Mortgagees. Mortgagees are not required to collect assessments.

ARTICLE VI Architectural Control

No residence, building, mailbox, fence, wall or other structure shall be commenced, erected, painted or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated Committee fails to approve or disapprove such design and location within the time specified, the design and specifications shall be deemed approved. Each Owner must comply with the design and specifications for his family residence on each Lot within thirty-six (36) months after purchase thereof, and all new construction must be fully completed within 180 days from the date of commencement of construction. (Notwithstanding the previous sentence, the Declarant reserves the discretion to relieve any Owner from such requirements in the event of hardship, as determined by the Declarant.) Failure to begin or complete within the time limits set forth above shall subject the Owner of said Lot to a \$15.00 a day fine, which shall be enforceable as a lien against said Lot to the same extent as set forth in Article V, Section 9 above, and Article VII, Section 1 below.

ARTICLE VII Use Restrictions

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any Lot Owner to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants,

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including actions to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other moneys for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorney's fees. Invalidation of any of these covenants by judgment of court order shall in no manner affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be used as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of the said Lots, other than one single-family dwelling unit not to exceed thirty-five (35) feet in height, nor contain less than the following minimum amounts of living area:

Lots 1-32 shall have a minimum of 2,300 square feet of living area or, in the case of a two-story dwelling unit, the living area on the ground floor must not be less than 1,300 square feet with a total minimum living area of 2,400 square feet.

Lots 33, 264 and 282 shall have a minimum of 2,000 square feet of living area or in the case of a two-story dwelling unit, the living area on the ground floor must not be less than 1,200 square feet with a total minimum living area of 2,200 square feet.

Lots 34-38, 224-228, 254-263, 265-281 shall have a minimum of 1,750 square feet of living area or in the case of a two-story dwelling unit, the living area on the ground floor shall not be less than 1,200 square feet with a total minimum living area of 2,000 square feet.

For purposes of this paragraph, all square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches, patios, decking, and covered walkways, breezeways and approaches. All dwelling units shall have an attached garage adequate for at least two (2), but not more than three (3), automobiles. All garages shall be equipped with a garage door and an automatic garage door opener. All construction shall be conventional on-site construction, consisting of new materials. The exterior of all dwelling units shall have a decorative finish on all four sides and no exposed or painted concrete block shall be permitted. No dwellings in the nature of geodesic domes, stilt homes, underground homes, modular houses, mobile homes or log homes shall be allowed on any Lot. All ground areas (on all Lots) not covered by the dwelling unit or landscaped plant beds shall be fully sodded and shall have 100% coverage with an automatic sprinkler system; provided, however, that with respect to Lots 1 - 32, the rear yards of such Lots in excess of 40 feet from the dwelling unit shall only be required to be seeded or sprigged with acceptable lawn grasses or groundcovers. No Lot shall be redivided or subdivided, nor used for ingress or egress or utility easements to serve an adjacent Lot, unless prior written approval of the Declarant is obtained.

Section 3. Setback. No structures other than a fence shall be placed any closer to the Lot lines than as follows:

(1) Lot _____ et; (b) rear lines - 20 feet; and SEE ATTACHED ADDENDUM #2

(2) Lot _____, 224-228, 254-263: (a) front lines - 35 feet; (b) rear lines - 20 feet; and (c) side lines - 7 feet, except that on corner Lots, the setback with respect to a side

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line facing the street shall be 35 feet for all such Lots. Each dwelling unit shall face in the same direction as the other dwelling units on the same block, with the exception of those dwelling units on corner Lots.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, garage, barn, shed, playhouse, toolhouse, doghouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such owner shall first obtain the written approval of the Architectural Control Committee.

Section 6. Fences. No fences, walls, hedges or like obstructions shall be constructed or grown nearer to the front Lot line than the rear of the dwelling unit unless pre-construction approval is obtained from Declarant. No fence, hedge, or like obstruction located on any lot shall be higher than six (6) feet. All fences, walls, hedges or like obstructions so constructed or grown shall be in such manner as to compliment the dwelling units in the neighborhood, and shall be constructed from new materials, but shall not use barbed wire, hog wire or electric fences. If chain-link is installed on any Lot, it shall be color-coated dark green, brown or black. All fences except brick and chain-link shall be stained or painted. Where any drainage easements within the Property are fenced, Owners shall allow access along these easements for maintenance by the Association or its agents. No fence shall be constructed prior to the construction of the main dwelling unit on a Lot. No walls, landscaping, signs or any other property constituting the Common Area or owned by the Association or Declarant that are located on a portion of any Lot at time of purchase will be removed without the prior written approval of the Architectural Control Committee or the Declarant, as is appropriate. All fences, walls and hedges shall be neatly maintained whereas to be in keeping with the neighborhood and shall not obstruct the natural or constructed drainage flow or water management system of the Property.

Section 7. Aerials: Antennas. No exterior radio aerials, television, cable antennas or satellite antennas (commonly referred to as discs or dishes) shall be erected or located upon the Property in any location unless approved by the Architectural Control Committee. Plans and specifications showing the nature, kind, shape, height, materials and location of such aerials or antennas must be submitted to and approved as set forth in Article VI.

Section 8. Outdoor Clothes Drying. No outdoor clothes drying shall be allowed, except in the rear yard within a wood privacy fence, and completely out of the view from any other Lot.

Section 9. Easements. The Declarant, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under (i) the Common Area and (ii) all easements of record as described on the Plat. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to Lot Owner's easement.

The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section so long as the Declarant shall own at least one (1) Lot within the Property. The Owners of the Lots subject to the privileges, rights, and easements referred to

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in this Section shall acquire no right, title or interest in or to any pipes, lines, equipment or facilities placed on, over or under the Property which are the sole and the exclusive Property of the Declarant and its successors and assigns.

Section 10. Parking. All vehicles which would otherwise be permitted on a Lot must be in operative condition and bear current year's tag. No tractor trailers, truck vans or trucks larger than a three/quarter (3/4) ton capacity shall be parked on the Property, except for commercial delivery service vehicles actually engaged at such time in delivery services. No vehicles, boats or trailers shall be repaired on the Property, except for emergency repairs. No mobile homes, house trailers or trucks (other than pick-up trucks) shall be permitted on the Property at any time. No campers, motorhomes or tents shall be used on the Property as a residence, either temporarily or permanently, but campers, motorhomes, boats and trailers may be permitted on a Lot if stored either in the garage or behind the rear building line and in such a manner so as not to be visible from roadways within the Property.

Section 11. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that each household may keep not more than three (3) household pets, provided that they are not kept, bred or maintained for any commercial purpose and are kept on a leash while outdoors.

Section 12. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such a violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in closed, permanently housed containers, so as to be concealed from a front road view, and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period.

Section 15. Common Area. No improvements shall be constructed upon any portion of the Common Area without the approval of the Architectural Control Committee, and, so long as Declarant owns any Lots, the approval of the Declarant. These areas shall be maintained by the Association as provided in the plats of the Property for the use and benefit of all Lot owners.

(a) No activities constituting a nuisance shall be conducted upon the Common Area.

(b) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon the Common Area.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Owners.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended

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casualty insurance upon the Common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and Owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable, including directors and officers liability insurance.

(e) At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

(f) The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the Owners (excluding the Declarant).

Section 16. Property Maintenance. Each Lot Owner shall keep that Lot Owner's respective Lot neat, clean and mowed, and free of unsightly objects at all times, and shall maintain any fences thereon in good condition and appearance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner reasonably satisfactory to the Architectural Control Committee, including landscaping, grass and shrubbery, the Owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the buildings and other improvements located thereon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration shall constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

Section 17. Utilities. All dwelling units within the Property shall utilize the public water and public street lighting district, as the same are made available, and each Owner of a Lot shall pay the respective required tap, service and other charges occasioned with reference to such services.

Section 18. Swimming Pools. No above-ground swimming pool shall be permitted on any Lot.

Section 19. Boxes. No newspaper boxes may be placed on right-of-ways, unless incorporated in the same structure with the mailbox. All mailboxes must be of the same decorative finish and matching construction as the dwelling unit on the Lot and as the Declarant approves, must not display a license plate, must be in a location approved by the U. S. Postal Service, and must be installed prior to occupancy of the main dwelling unit, unless cluster boxes are provided by U. S. Postal Service in lieu thereof, in which event such cluster boxes must be used by the affected Lot Owner.

Section 20. Driveways. A solid concrete driveway, minimum width of sixteen (16) feet, running from the street which the dwelling unit will face or from the street on the side of the dwelling unit on a corner Lot, to the garage, shall be constructed prior to the occupancy of the dwelling unit on any

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Lot. Said driveway shall not obstruct drainage and shall comply with County driveway regulations. Where culverts are required by the County, said driveways must have mitered ends and concrete bulkheads. Each Owner shall install sidewalks along all roadways adjacent to his Lot prior to the occupancy of the dwelling unit on such Lot. Such sidewalks shall be four inches in depth and four feet wide, shall comply with standards of the Declarant and shall be located as Declarant directs.

Section 21. Roofs. No flat deck roofs may be utilized on any dwelling built on any Lot other than on screen porches attached to such . s constructed on any Lot shall . SEE ATTACHED ADDENDUM #2 kes, concrete tile, clay tile, , , , shingle of a grade equal to G.A.F. "Timberline" brand shingles.

Section 22. Southwest Florida Water Management District. It shall be the responsibility of each Lot Owner at the time of construction of the dwelling unit or any structure on his respective Lot to comply with the construction plans for the surface water management of the Property pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District ("SWFWMD"). No Owner may construct or maintain any building, dwelling unit or other structure, or otherwise undertake any activity which requires a permit from SWFWMD, in the wetlands, buffer areas, flood plan areas or upland conservation areas described in the approved permit and recorded plats of the Property, unless prior approval is received from SWFWMD pursuant to Chapter 40D-4 F.A.C.

ARTICLE VIII General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the above, the Declarant reserves the exclusive right to modify, repeal or amend this Declaration, in Declarant's sole discretion, for a period of two (2) years from the date this Declaration is recorded, and such amendment can be effected without the approval of any other Lot Owner. Any amendment of this Declaration which would affect the surface water management system on the Property, including the water management portions of the Common Area, must have the prior approval of the Southwest Water Management District of the State of Florida. Any amendment must be recorded.

Section 4. Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on

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25 yrs from
Oct. 4, 1990
i.e. 10/4/2015
90% -
thereafter 75%

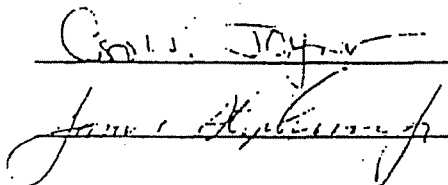
upon portions of the Common Area, and upon those Lots owned by the Declarant, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such residences, including, but not limited to business offices, signs, model unit and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically, and without limitation, the right to use Lots owned by the Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate not later than December 31, 2001.

Section 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section, are inserted only for convenience and are in no manner to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28 day of September 1990.

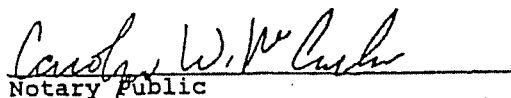
Signed, sealed and delivered
in the presence of:




JAMES F. STEPHENSON

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared JAMES F. STEPHENSON, who executed the foregoing Declaration this 28 day of September, 1990.


Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Feb. 14, 1994
Bounded Blue Ink - Insurance Inc.

PREPARED BY : Kerry M. Wilson
Peterson, Myers, Craig, Crews Et AL
P. O. Drawer 7608
Winter Haven, Fla. 33883-7608

PETERSON, MYERS, CRAIG, CREWS ET AL

LELAND, FLORIDA

SECOND AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BLOOMFIELD HILLS HOMEOWNERS ASSOCIATION, INC.

3076 1101
POLK OFF. REC. PAGE

1992 MAR 16 PM 3:20

THIS SECOND AMENDMENT is made this 6th day of March, 1992, by JAMES F. STEPHENSON (the "Declarant"), the "Developer" and the "Declarant" referred to in that Declaration of Covenants, Conditions and Restrictions filed in O. R. Book 2901, pages 1462-1473, public records of Polk County, Florida, as amended by that Amendment of Declarations of Covenants, Conditions and Restrictions recorded in O. R. Book 2945, page 0858 and 0859, all in the public records of Polk County, Florida (collectively, the "Declaration").

WHEREAS, Article VIII, Section 3 of the Declaration provides that the Declarant possesses the exclusive right to modify, repeal or amend the Declaration in Declarant's sole discretion, for a period of two (2) years from the date the Declaration is recorded (October 4, 1990), and that such Amendment can be effective without the approval of any other Lot Owner;

WHEREAS, the undersigned is the "Developer" and the "Declarant" referred to in the Declaration, and who signed the Declaration;

WHEREAS, the Declarant wishes to facilitate the development of the subdivision and therefore increase the value of all Lots therein,

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article VII, Section 3 shall be amended in its entirety to read as follows:

Section 3. Setback. No structures other than a fence shall be placed any closer to the Lot lines than as follows:

(1) Lots 1-32: (a) front lines - 40 feet; (b) rear lines - 20 feet; and (c) side lines - 7 feet, except that on corner lots, the setback with respect to a side line facing the street shall be 35 feet for any such Lots.

(2) Lots 33-38, 225-228, 255-257, 259-263, 266-269, 271-282: (a) front lines - 25 feet; (b) rear lines - 20 feet; and (c) side lines - 7 feet, except that on corner Lots, the setback with respect to a side line facing the street shall be 25 feet for all such Lots.

(3) Lots 224, 254, 258, 264, 265, 270: (a) front lines - 25 feet; (b) rear lines - 20 feet; (c) side lines not facing a street - 7 feet; and (d) side lines facing a street - 25 feet.

030541

R - James Stephenson
R. 6501 25 Way So, St. B.
St. Petersburg, FL 33712
9.99
1.50
10.50

Each dwelling unit shall face in the same direction as the other dwelling units on the same block, with the exception of those dwelling units on corner Lots.

2. Article VII, Section 21 shall be amended in its entirety to read as follows:

Section 21. Roofs. No flat deck roofs may be utilized on any dwelling built on any lot other than on screen porches attached to such dwellings. All roofs on dwellings constructed on any lot shall be constructed of either cedar shakes, concrete tile, clay tile, slate or an architectural grade fiberglass shingle with a "guaranteed life" of at least twenty-five (25) years.

3. All remaining portions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein mentioned, has hereunto set his hand this 6th day of March, 1992.

Witnesses:

Deborah Malina
Name DEBORAH MALINA

James F. Stephenson
Address: 6501 25th Way S. Suite B
St. Petersburg, FL 33712

Suzan Sawyer
Name Suzan Sawyer

STATE OF FLORIDA
COUNTY OF Buella

The foregoing instrument was acknowledged before me this 6th day of March, 1992, by JAMES F. STEPHENSON, who is personally known to me or has produced Fla DL 5315 446 27 2510 as identification and did take an oath.

Suzan Sawyer
Notary Public
Name Suzan Sawyer

My Commission Expires: 8/23/93

This instrument prepared by:

Kerry M. Wilson, Esq.

Peterson, Myers, Craig, Crews, Brandon & Puterbaugh P.A.

P. O. Drawer 7608

Winter Haven, FL 33883

9.00 DI

1.50 DI

10.50 TL

21.00 CATO

3/16/92

004 9600 3/16/92

004 9600 588

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cl. Cl.
POLK COUNTY, FLA.

BY mgo O.C.

3076 1102
POLK OFF. REC. PAGE

AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
BLOOMFIELD HILLS HOMEOWNERS ASSOCIATION, INC.

2945 0858
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THIS AMENDMENT is made this 26 day of February, 1991, by JAMES F. STEPHENSON (the "Declarant"), the owner of all right, title and interest, both legal and equitable, in more than ninety percent (90%) of the lots in the Bloomfield Hills Subdivision, which subdivision is subject to that Declaration of Covenants, Conditions and Restrictions filed October 4, 1990, in O. R. Book 2901, pages 1462-1473, public records of Polk County, Florida.

WHEREAS, Article VII, Section 3 of the Declaration provides that the Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners;

WHEREAS, the undersigned is of this date the owner of more than ninety percent (90%) of the Lots in the Subdivision;

WHEREAS, the Declarant wishes to facilitate the development of the Subdivision and therefore increase the value of all Lots therein,

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. ARTICLE VI is amended in its entirety to read as follows:

Architectural Control

No residence, building, mailbox, fence, wall or other structure shall be commenced, erected, painted or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All new construction must be fully completed within 180 days from the date of commencement of construction. (Notwithstanding the previous sentence, the Declarant reserves the discretion to relieve any Owner from such requirement in the event of hardship, as determined by the Declarant.) Failure to complete within the time limit set forth above shall subject the Owner of said Lot to a \$15.00 a day fine, which shall be enforceable as a lien against said Lot to the same extent as set forth in Article V, Section 9 above, and Article VII, Section 1 below.

2. ARTICLE VII, Section 3 shall be amended in its entirety to read as follows:

Section 3. Setback. No structures other than a fence shall be placed any closer to the Lot lines than as follows:

91 FEB 26 PM 3:21

022197

R - James Stephenson
P - 6501 25 Way So, Suite B
P - St Petersburg, Fla 33712

10/22/91

(1) Lots 1-32: (a) front lines - 40 feet; (b) rear lines - 20 feet; and (c) side lines - 7 feet, except that on corner lots, the setback with respect to a side line facing the street shall be 35 feet for any such Lots.

(2) Lots 33-38, 225-228, 255-257, 259-263, 266-269, 271-282: (a) front lines - 35 feet; (b) rear lines - 20 feet; and (c) side lines - 7 feet, except that on corner Lots, the setback with respect to a side line facing the street shall be 35 feet for all such Lots.

(3) Lots 224, 254, 258, 264, 265, 270: (a) front lines - 30 feet; (b) rear lines - 20 feet; (c) side lines not facing a street - 7 feet; and (d) side lines facing a street - 30 feet.

Each dwelling unit shall face in the same direction as the other dwelling units on the same block, with the exception of those dwelling units on corner Lots.

3. All remaining portions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set his hand this 25th day of February, 1991.

James F. Stephenson
James F. Stephenson

STATE OF FLORIDA
COUNTY OF Pinellas

This Amendment was acknowledged before me this 25th day of February, 1991, by JAMES F. STEPHENSON.

Carol W. McEach
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Feb. 14, 1994
Banded This Copy With Insurance Inc.

1E	5.00	CI
1E	4.00	DI
51	1.50	CI
004 6150	2/26/91	10.00 TL
004 6150	550	20.00 ATG
		2/26/91

Prepared by:
Kerry M. Wilson
Peterson, Myers Craig, Crews ET AL
P O Drawer 7608
Winter Haven Fla 33883-7608

FILED, RECORDED, AND
RECORD VERIFIED
E.D. "Bud" DIXON, Ctl. Cl. Ct.
POLK COUNTY, FLA.
BY JDW D.C.