

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

THE PLANTATION

DECLARATION OF RESTRICTIONS

Declaration of covenants and restrictions made this 19th day of January , 1983, by TRAFALGAR DEVELOPERS OF FLORIDA, INC., a Florida corporation, owners of all the rights, title and interest, both legal and equitable, in and to the following-described property in Hillsborough County, Florida, to-wit:

Bellefield Village Amended, Lots 1 through 46, and Lots A through O thereof, as recorded in Plat Book 54, Page 21, Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, the undersigned party, as owner and developer of the above-described property, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the Community, desires to impose certain covenants and restrictions on the use of said property:

NOW, THEREFORE, it is declared that the hereinabove described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned and upon all persons deraining title through the undersigned, and shall be for the benefit of and limitation upon all present and future owners of the above-described property, for a period set forth hereinafter:

PRELIMINARY STATEMENT

As hereinafter used, the term "Lot" or "Parcel" shall be deemed and defined to be any portion fo a subdivided Lot within the Bellefield Village Subdivision, hereinabove described, and said definition shall

apply pursuant to the definitions and requirements contained in that “Declaration of Easements, Covenants, Conditions, and Restrictions” regarding “The Plantation”, dated the 5th day of August, 1976, in Official Record Book 3147, Page 230, Public Records of Hillsborough County, Florida.

1. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height.

2. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence or other occupancy, temporarily or permanently, and no structure may be erected on any lot for other than residential purposes. No structure of any kind shall be moved on to any lot except temporary buildings used by contractors in connection with construction work.

3. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No sign of an kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by the Developer to advertise the property during the construction and sales period.

5. No vehicle shall be parked on any part of this property except on paved streets, paved driveways, and parking lots as originally constructed by Developer. All parking in parking lots shall be restricted to those parking spaces assigned to lot owners by Developer. No trailer or commercial vehicle, other than those present on business may be parked in the subdivision; provided, however, commercial vehicles personally used by the lot owners may be parked in the said subdivision on driveways or parking lots in such a manner so as not to protrude or intrude upon any sidewalks or other areas of public way. No vehicle that is inoperative shall be left on the property.

6. No clothes lines shall be installed so as to be visible from the street in front of the residence.

7. No fence or wall shall be erected on any lot except walls or fences which are built, erected, or installed as part of the original construction of the improvements upon the lots by the developer.

8. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed, or altered on any lot unless same is substantially the same as that offered by Developer, or is included on said lot at the time of purchase. The material provided for said structure, building, wall, fence, or other structure shall be of material assuring harmony with the exterior design, in regard to surrounding buildings, walls, fences, or structures constructed by Developer and harmonious to original plans and specifications within the community. The paint, coating, stain, or other exterior finishing colors on all buildings, walls, fences, or other structures shall be of that original color provided by the Developer and harmonious to the original external colors on plans and specifications within the community.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

10. Each wall, roof, or fence which is built as a part of the original construction of the improvements upon the lots and placed by the Developer on or over the dividing lines between the lots shall constitute a party wall or common roof, as the case may be, and the general rules of law regarding party walls and common roofs, and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall or common roof shall be shared by the lot owners who make use of the wall or roof in proportion to such use, or coverage, as the case may be.

- a. If a party wall or common roof is destroyed or damaged by fire or other casualty, any owner who has use of the wall or roof may restore it, and any owner having the rights to use the same shall contribute to the cost of restoration thereof in proportion to such use, the foregoing to be without prejudice, however, to the right of any such owner to call for a larger contribution from the other owners under any rule of law regarding liability for negligence or willful acts or omissions.

- b. Notwithstanding any other provision of this Declaration, an owner who by his negligent or willful act causes a party wall or common roof or complementary structures be to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- c. The right of any owner to contribution from any other owner under this Paragraph shall be appurtenant to the land and shall pass to such owner's successors in title and the burden thereof similarly shall devolve upon an owner's successors in title.
- d. Each lot upon which a party wall, fence, or common roof is constructed is hereby benefited and burdened by reciprocal appurtenant easements for the maintenance, repair, and reconstruction of such party wall, fence, or common roof; for lateral and subjacent support, and for encroachments between each lot for the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon to a distance of not more than one foot as measured from any point on the common boundary between each lot along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the owner of any lot.

11. Each owner shall have an easement of reasonable size and duration over, upon, and across the lot upon which a party wall, fence, or common roof is constructed and is shared by said owner, (as set forth in Paragraph 10 of these Declarations) for the purpose of maintenance, repair, improvements, and reconstruction of the dwelling originally constructed thereon. This easement shall apply only when specifically necessary to accomplish the purposes set forth herein, and said owner utilizing this easement shall be liable for any damages to the adjacent lot arising from the use of said easement.

12. It is hereby declared that within the property described above, there shall be areas designated for parking lots in which spaces shall be assigned to lot owners granting the exclusive right to park in said parking lots to said owners, or their designees. These parking lots shall be within areas designated as "Common Areas" as defined in the "Declaration of Easements, Covenants, Conditions, and

Restrictions” regarding “The Plantation”, dated the 5th day of August, 1976, in Official Record Book 3147, Page 230, Public Records of Hillsborough County, Florida. It is hereby further declared that there shall be assessments for the care, repair, and maintenance of said parking lots and for the payment of insurance premiums for insurance protection regarding same, and these assessments shall be in addition to those assessments provided for in the “Declaration of Easements, Covenants, Conditions, and Restrictions” regarding “The Plantation”. The said additional assessments shall apply to the lots and the owners thereof to which parking spaces located in said parking lots are assigned and shall be subject to all provisions regarding assessments in the said “Declaration of Easements, Covenants, Conditions, and Restrictions” regarding “The Plantation”, including but not limited to the creation of a Lien and personal obligation regarding same, effect of non-payment, foreclosure, subordination, and the like. The assessments on said parking lots shall be in addition to annual and special assessments imposed under said “Declaration of Easements, Covenants, Conditions, and Restrictions” regarding “The Plantation”. It is likewise declared that this Declaration of Restrictions be and the same is hereby a grant to Plantation Homeowners, Inc., a corporation not for profit, organized under the laws of the State of Florida, referred to as the “Association”, of all power and authority necessary to effect the purposes of this Declaration regarding the assignment of parking spaces in those said parking lots heretofore referred to, to individual lot owners for use of said spaces, the determination and imposition of the appropriate assessments regarding said parking spaces, and any and all further authority necessary and required to meet the intent and purposes of this Declaration.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded in the Public Records on Hillsborough County, Florida.

14. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of

Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violations, or both. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees.

15. Invalidation of any provision of these Covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

16. As long as there is a Class B membership, amendment of this Declaration will require the prior approval of the VA is application for VA mortgage guarantees has been made and not withdrawn.

IN WITNESS WHEREOF, the party hereto has caused these presents to be executed in its corporate name, by its officers, duly authorized and its corporate seal to be affixed hereto, this 19th day of January , 1983.

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

ATTEST:

Secretary

By: _____

(SEAL)

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this ____ day of _____, 19__, before me personally appeared _____ and _____, respectively the _____ and _____, of Trafalgar Developers of Florida, Inc., a Corporation existing under the laws of the State of Florida, to me known to be the individuals and officers described in the foregoing instrument and severally acknowledged the execution hereof to be their free act and deed as such officers thereunto duly authorized; and the official seal instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tampa, in the County of Hillsborough, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC,
State of Florida at Large

My Commission Expires: