



# Veterans Villas I

Revised Documents March 10, 2009

Veterans Villas I  
2947 Wainwright Court  
New Port Richey, Florida 34655-3514



CERTIFICATE OF AMENDMENT TO AND  
CONSOLIDATION OF: DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
and DECLARATION OF RESTRICTIONS  
COVERING VETERANS VILLAS PHASE I

Rcpt: 1232487 Rec: 103.50  
DS: 0.00 IT: 0.00  
03/17/09 Dpty Clerk

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
03/17/09 10:07am 1 of 12  
OR BK 8041 PG 1465

12/1  
WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and the DECLARATION OF RESTRICTIONS COVERING VETERANS VILLAS PHASE I were recorded in the Public Records of Pasco County, Florida in O.R. Book 995 at Pages 1306 through 1326 on March 8, 1979; whereas the Declarations have been amended to allow amendment of the Declarations by a vote of at least seventy-five percent of those lot owners voting in person or by proxy at a duly noticed membership meeting, provided that a majority of all lot owners participated in the voting; whereas, at least seventy-five percent of those lot owners voting in person or by proxy at a duly noticed membership meeting on March 10, 2009 voted to approve the following attached consolidated and amended Declaration of Covenants, Conditions and Restrictions Covering Veterans Villas, a Subdivision of Pasco County, Florida, and a majority of all lot owners participated in such voting.

Therefore, the following attached consolidated and amended Declaration of Covenants, Conditions and Restrictions Covering Veterans Villas, a Subdivision of Pasco County, Florida has been properly approved and said Declaration shall become effective on the date that said Declaration and this Certificate are recorded in the Public Records of Pasco County, Florida.

Veterans Villas I Homeowners Association, Inc.

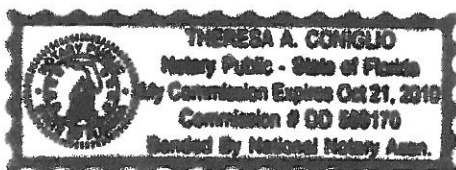
*William Montz*  
William Montz, Witness

*Theresa Ann Torchin*  
Theresa Ann Torchin as President

*Marion Small*  
Marion Small, Witness

STATE OF FLORIDA  
COUNTY OF PASCO

SWORN TO and SUBSCRIBED before me by Theresa Ann Torchin as President of VETERANS VILLAS I HOMEOWNERS ASSOCIATION, INC. on behalf of said Corporation this 17 day of March, 2009. Theresa Ann Torchin is personally known to me or she produced the following identification: personally known.



DD# 569/70

*Theresa A. Coniglio*  
Notary Public (print name)

THERESA A. CONIGLIO



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
COVERING VETERANS VILLAS  
A SUBDIVISION OF PASCO COUNTY FLORIDA  
AS ORIGINALLY RECORDED IN PLAT BOOK 17 AT PAGES 6 THROUGH 7  
OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA  
REVISED AND CONSOLIDATED 2009**

This Declaration, approved by majority vote of the Owners of Veterans Villas I, on March 10, 2009, supersedes and combines the Declaration of Covenants, Conditions and Restrictions and the Declaration of Restrictions Covering Veterans Villas Phase I originally recorded with the County of Pasco in the State of Florida on March 8, 1979, OR Book 995, pages 1306-1326. All of the properties in Veterans Villas I shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the real property. They shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Article I: Definitions**

**Section 1: Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties. This is including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, who is subject to these restrictions. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.

**Section 2: Association** shall mean and refer to Veterans Villas I Homeowners Association, Inc., its successors and assigns.

**Section 3: Properties** shall mean and refer to that certain real property described in the public records, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4: Subdivision** shall mean the land subdivided as shown on the Plat of Veterans Villas Phase One recorded in Plat Book 17 at pages 6 through 7 of the public records of Pasco County Florida.

**Section 5: Common Area** shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described in Exhibit A as record 995 page 1326 with the County of Pasco in the State of Florida, attached hereto and made a part thereof.

**Section 6: Townhouse or Unit** shall mean a one family dwelling unit attached to another dwelling unit by a common party fire wall or portion thereof.

**Section 7: Group or Grouping** shall mean a single building structure containing eight (8) or more townhouse units.

**Section 8: Lot** shall mean any plot of land, with the exception of the Common Area, which was recorded in the public records of Pasco County, Florida in Plat Book 17 at pages 6-7 and shown upon the recorded plat of the Subdivision. It shall also refer to the parcel of real property upon which the Townhouse or Unit is located.

**Section 9: Tenant** shall mean the resident(s) of a Unit who, by virtue of agreement, written or oral, have obtained possession, temporary or permanent, of a Unit from an Owner.

**Article II: General Guidelines**

**Section 1: Land Use and Building Type:** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy. No structure of a temporary character, trailer, basement, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time, either permanently or temporarily. No business, service, repair shop or maintenance enterprise shall be allowed on any Lot at any time. No awning or temporary structure shall be erected for any purpose including that of vehicle protection.

**Section 2: Lot Area and Width:** No dwelling shall be erected on any parcel other than within a Lot as platted on the Plat of Veterans Villas Phase 1 as recorded in Plat Book 17 pages 6 through 7 of the public records of Pasco County Florida. No Lot may be divided or subdivided.

**Section 3: Party Walls:** Each wall which is built as a part of the original construction of the Townhouses within the Grouping and placed on the dividing line between the Townhouses shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the parties who share the party wall. If a party wall is destroyed or damaged by fire or other casualty, and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it. If

the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice. However, it is the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions of this Section, an Owner who by any negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to seek contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 4: Casualties and Reconstruction:** In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration or in the case of the Common Areas, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, access ways, or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications in accordance with architectural guidelines approved by the Board of Directors or the Architectural Committee.

**Section 5: Easements: (A)** The Association, for itself and its grantee, legal representatives, successors and assigns, has a perpetual, assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, security systems, telecommunications, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes). The Association shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of the Association and its grantees, legal representatives, successors and assigns. In addition to the aforementioned easements, the Association shall have for itself, its grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for purpose of providing lawn maintenance services to each of said Lots. No obstruction such as gates, fences or hedges shall be placed on any lot so as to prevent access to or use of any of the aforementioned easements.

**(B)** There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Areas adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, any nonparty wall or walls; for maintenance and repair of roofs and eaves; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. The extent of said easements for maintenance and repair of roofs and eaves shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, Tenant or the Association.

**(C)** The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements from which a public authority or utility company is responsible or for lawn maintenance services.

**Section 6: Exterior Painting:** No change in the colors of the exterior painting shall be made unless approved by the Board of Directors or the Architectural Committee.

**Section 7: Architectural Guidelines:** No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing, at a minimum, the nature, size, location, color, materials and installer's credentials shall have been submitted to and approved in writing by the Board of Directors or the Architectural Committee appointed by the Board. The Board of Directors or the Architectural Committee appointed by the Board shall send a response to the homeowner within thirty (30) days of the date on which the application was submitted to the Board. The Board of Directors or the Architectural Committee may at their discretion publish architectural standards and guidelines but this shall not relieve the Board or Committee of



timely written dispensation of each owner's request. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited.

**Section 8: Parking:** Only the private vehicles of the Owners and Tenants of the unit and/or their guests shall be permitted on the parking pad in front of the Unit. Motorcycles, automobiles, vans, suvs or small trucks shall be considered private vehicles as long as they have personal not commercial tags, do not have any writing or signage indicating a business or service, or have any roof or side racks holding material used in a service or business. Parking shall be permitted on the parking pad only. Only two motorized vehicles per Unit shall be permitted on the parking pad. No lawn parking shall be permitted. Vehicles must be parked side-by-side and shall not exceed the boundaries of the parking pad. Vehicles may not be parked across the driveway. Commercial vehicles are permitted to park temporarily in order to make a delivery or provide service to a Unit occupant. A commercial vehicle shall not be parked overnight at a Unit or in the Subdivision. Golf carts and other motorized vehicles not specifically aforementioned shall be prohibited. Tractor-trailers, with or without their cabs, shall be prohibited. Boats, trailers, motor homes or any other "hitched" vehicle shall be prohibited. No vehicle repair shall be permitted with the exception of emergency roadside assistance. Paved areas at the end of each court are meant as turn around areas for emergency vehicles or temporary parking for service vehicles. In no case shall overnight parking be allowed in these areas. Bicycles, tricycles and other children's non-motorized vehicles are permitted on the front patio and parking pad. Owners shall have up to ten days following receipt of the notice of the parking violation to move the offending vehicle. If the vehicle is not moved within ten days, the vehicle will be towed and the fee for the towing will be paid by the Owner when the vehicle is retrieved.

**Section 9: Animals:** No animals of any kind may be bred, boarded, raised, groomed or maintained for sport or profit on any Lot at any time. No more than two dogs, or two cats, or one dog and one cat may be kept as pets in any one Unit at any one time. No more than two birds, (parakeets or canaries), in addition to the above two pets, may be kept in any one Unit at any one time. Pets shall be leashed when outside of a Unit. Pets shall be picked up after. When a pet kept in its Unit leaves feces on the Properties outside of a Unit, the Owner of said pet shall immediately pick up the feces and dispose of it outside of the Properties or in his Unit. Subject to the determination of the Fining Committee, Owners who fail to dispose of their pet's waste properly will be fined \$10.00 for the first infraction, \$25.00 for the second, \$50.00 for the third and subsequent infractions. Pet food shall not be left outside a Unit. Pets shall not be tied or chained outside of a Unit or on the Properties when unattended. No other birds, including game birds, pigeons or exotic birds, or livestock, horses, mules, donkeys, burros, cattle, sheep, goats, hogs, pigs, exotic animals, rodents, snakes or amphibians are to be kept on any Lot at any time.

**Section 10: Garbage/Trash Receptacles:** Each Unit may have one trash receptacle on the front patio. It shall be no larger than thirty-three (33) gallons and it must be obscured either by foliage, lattice or similar screening. Trash shall be placed curbside no earlier than 5:00 PM of the evening before collection day. All trash must be properly secured. Unit Owners and Tenants must retrieve empty receptacles from curbside by dusk of pick-up day and returned to their concealed location.

**Section 11: Clotheslines, Hammocks, Tree Swings:** No hammocks or tree swings shall be permitted on the Properties. One umbrella clothes dryer shall be permitted per unit if it is securely placed outside the back entrance to the Unit. Except as otherwise provided herein, no clothesline shall be permitted on the Properties.

**Section 12: Water Softeners, Gas Tanks, Lawn Ornaments, Garden Lighting, Flagpoles:** Gas tanks or receptacles, other than for gas barbecues, shall not be permitted on the Properties. Water softeners shall be permitted as long as they protrude less than eighteen (18) inches above the ground and are obscured with foliage. Lawn ornaments, garden lighting and flagpoles are permitted on Lots in flowerbeds but not on grass areas on a lawn outside of a Unit.

**Section 13: Signs:** No sign of any character shall be displayed or placed upon any Lot except "For Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and security services notification signs. In either case, a posted sign shall not exceed two square feet in size, shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign of each type to a Lot. The Association may enter upon any lot and summarily remove any sign that does not meet the provisions of this section.

**Section 14: Walls, Hedges, Fences:** No wall shall be constructed on any Lot except for replacement walls. No fence shall be permitted on any Lot. The Association shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of the same will, in the sole and exclusive judgment and opinion of the Association, obstruct the vision of a motorist upon any of the private access streets.

**Section 15: Unit Plates, Mail Boxes:** A plate showing the number of the Unit shall be placed on each Unit and, at the option of the Owner, a nameplate showing the name of the Owner, may also be placed on such Unit. No mailbox, paper box, or other receptacle of any kind, for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot.

**Section 16: Wells, Excavations, Drilling:** No wells, for oil or water, shall be permitted on any Lot. No refining, quarrying, mining or drilling operations of any kind shall be permitted on any Lot. No boring operations for natural gas or oil shall be permitted on any Lot. No gas or oil tanks, tunnels, mineral excavations or shafts shall be permitted on any Lot.

**Section 17: Satellite Dishes:** One satellite dish per Unit, no larger than one meter in diameter, may be installed in accordance with the specifications for size, location and means of anchoring as outlined by the Board of Directors of the Association or the Architectural Committee.

**Section 18: Barbecues, Lawn Furniture, Swing Sets, Trampolines, Slides, Pools:** Barbecues shall be permitted on back patios only. Barbecues are not to be used during periods of fire danger alerts as declared by the State of Florida or the County of Pasco. Barbecues shall not be permitted on lawn areas. Lawn furniture shall be permitted on either front or back patios. Lawn furniture shall not be permitted on lawn areas. Swing sets, trampolines, slides, any other children's playground equipment and swimming pools shall not be permitted on any Lot at any time.

**Section 19: Fruit Trees:** Effective March 9, 2009, owners shall not plant new fruit trees. Owners shall be responsible for collecting and properly disposing of all fruit that falls to the ground.

**Section 20: Carports:** No temporary shelter or covering for vehicles shall be permitted. However, should the Association determine that carports can be constructed in Veterans Villas I, in such manner and design as to continue the homogenous aesthetics of the community, and such construction is approved in writing by ninety (90%) of the owners, then thereafter, owners may have carports constructed on any Lot between the street and the front of the Townhouse Unit per plans, specifications and conditions prescribed by the Board of Directors. In such event, no carport shall be constructed except per such uniform construction requirements as established by the Board of Directors.

### **Article III: Rights and Obligations of Owners**

**Section 1: Right of Enjoyment:** Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. All provisions of this Declaration, any additional Covenants and Restrictions of record, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and By-laws of the Association;
- B. Rules and regulations adopted by the Association governing use and enjoyment of the Common Area;
- C. The right of the Association to dedicate or transfer any or all part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer voted on in person or by proxy at a meeting called specifically for such purposes and with at least thirty (30) but not more than sixty (60) days notice is approved by at least two-thirds of the Owners and recorded with the County of Pasco.

**Section 2: Delegation of Use:** Any owner may delegate, in accordance with the By-laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3: Duty to Maintain:** All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another Unit or impair any easement or property, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

**Section 4: Rights of Others:** Each Owner and occupant of a Unit shall use the Common Areas in such a manner as shall not abridge the equal rights of the other Owners and occupants of Units to the use and enjoyment thereof.

**Section 5: Rentals:** Except as provided herein, no Unit purchased after March 11, 2009 shall be permitted to be rented or leased to a Tenant. Units purchased prior to March 9, 2009 shall be subject to the following restrictions:



- A. Owners may to rent to Tenants until such time as the Owner of record sells his Unit. Such Units shall only be sold to those person or persons intending to reside in the Unit. Investors shall provide the name, address and contact number of any and all Tenants to the Secretary of the Board of Directors. Failure to provide this information on the part of any Owner shall result in a \$25.00 fine.
- B. In the event of the death of the Owner of a unit after March 11, 2009, the Unit shall be subject to the same rules as all new Owners and shall not be eligible to be rented. In its discretion, the Board of Directors may allow the heirs of the deceased to rent the Unit during the period of probate. Such permission shall be granted only for financial hardship and in no event shall permission be granted for a rental period exceeding one year. During this period, the executor of the estate must provide to the Secretary of the Board of Directors the name, address and telephone number of the Tenant as well as his own. Failure to provide this information on the part of the executor shall result in a \$25.00 fine. The Unit shall be sold only to those persons intending to reside in the Unit.
- C. In all cases, Tenants shall be subject to all of the same Restrictions and By-laws regarding use of the Lot, Unit, Common Areas and Properties as if he were the Owner. Tenants are to be provided with a summary of such Restrictions and By-laws by the Owner. Such summary shall be standardized and be appended to this Document. Proof of receipt of such summary by the Tenant shall be provided by the Owner to the Secretary of the Board of Directors within ten business days of commencement of the tenant's residence in the unit. Failure by the Owner to provide this receipt shall result in a \$25.00 fine.

Owners who purchase their units after March 11, 2009 may petition the Board of Directors to allow renting of their unit under the following circumstances:

1. The number of rented Units in the Properties is fewer than fifteen (15) units or twenty (20%) percent of the total number of Units, which is currently established at 72 Units: and
2. The Owner obtains a letter from the Board of Directors authorizing them to commence renting by a certain date. The Board of Directors shall not issue any such letter if doing so would cause the number of rented Units to exceed fifteen (15) Units. Such letter shall have an expiration date after which it shall no longer be valid.

Owners who purchase their units after March 11, 2009, and who rent their units without the approval of the Board of Directors, shall be subject to sanctions as outlined in Florida Statute Chapter 720.305 (2). Such Owners shall be given fourteen (14) days notice and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The Board of Directors, if approved by the Fining Committee, may impose a fine of \$100.00 per month, not to exceed \$1000.00 total, on the owner. Such fine shall be subject to collection but shall not become a lien against the property.

**Section 6: Interference of Reception:** No electrical machinery, device or apparatus of any sort shall be used or maintained in any Unit which causes interference with the reception or performance of any electronic device in any other Unit.

**Section 7: Nuisances:** No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Lots, nor upon any of the Properties contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Properties. All parts of the Lots shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the Common Areas except in accordance with the Regulations.

#### **Article IV: Rights and Obligations of the Association:**

**Section 1: Maintenance of Common Areas:** The Association, subject to the rights of the Owners as set forth herein and in any other recorded Restrictions, shall be responsible for the maintenance, management and control of the Common Areas and all improvements thereon, and shall keep the same in good order and repair. Common Areas, as referred to in this provision, shall specifically include maintenance and responsibility to the private access streets.

**Section 2: Maintenance of Lawn Areas:** The Association shall maintain the lawns on all Lots as well as the Common Area lawns.

**Section 3: Pest Control:** The Association shall contract for and supervise all necessary services to maintain proper interior and exterior termite control of all Units. Such responsibility shall include the assessment of a \$50.00 fine to any Owner who fails to either provide access to the Association to his Unit for termite inspection or to provide proof to the Association of an independent termite inspection of his Unit.

**Section 4: Right of Entry:** The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Associations' performance of any duty imposed, or exercise of any right, granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Unit, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

**Section 5: Contracting of 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 shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Lot.

**Section 6: Personal Property for Common Use:** The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-laws.

**Section 7: Rules and Regulations:** The Board of Directors, by majority vote, from time to time, may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots, the access ways, and Common Areas, which rules and regulations shall be consistent with rights and duties established by this Declaration.

**Section 8: Implied Rights:** The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or By-laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

**Section 9: Decorative Identification Sign:** The Association's maintenance responsibilities shall extend to and include the maintenance and lighting of the decorative identification sign indicating the entrance to Veterans Villas.

**Section 10: General Liability Insurance:** From the annual budget received from home owners, the Association shall obtain a general liability insurance policy in such amount as the Board of Directors of the Association shall from time to time determine adequate.

**Section 11: Maintenance of Exterior of Owners Property:** In the event an Owner of any Lot in the Properties shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be subject to the same conditions of collection.

**Section 12: Architectural Control and Creation/Amendment of Regulations:** Reasonable rules and regulations concerning the appearance and use of the Lots and structures thereon may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of Incorporation and By-laws. Upon request, the Association shall furnish copies of the Regulations and Amendments to all Owners and residents of the Subdivision. Any architectural modifications and/or additions to the exterior of any Unit shall be subject to the review and approval of the Board of Directors of the Association or its designated Architectural Committee.

**Section 13: Fines and Suspensions:** The Board of Directors may impose fines against the Owner of a Lot, his Tenants, guests, or invitees, in such reasonable sums as it deems appropriate, not to exceed the maximum amount(s) permitted by law, for violations by Owners or their guests or invitees or Tenants of the provisions of the governing State Statutes, the Declaration, the Association's By-laws, and Rules and Regulations lawfully adopted by the Association. The Board of Directors shall also have the power to suspend,



for a reasonable period of time, the rights of an Owner or an Owner's Tenants, guests or invitees, or all of them, to use the Common Areas. The procedures for levying fines and imposing suspensions are set forth hereinbelow.

The party against whom the fine is sought to be levied or against whom the suspension is sought shall be afforded an opportunity for hearing before a committee after reasonable notice of not less than fourteen (14) days and said notice shall include:

- A. A statement of the date, time and place of the hearing;
- B. A statement of the provisions of the governing State Statutes, the Declaration, Association's By-laws or Association's Rules and Regulations which have allegedly been violated; and
- C. A short and plain statement of the matters asserted by the Board on behalf of the Association.

The hearing must be held before a committee of at least three Lot Owners appointed by the Board prior to the final imposition of the fine or suspension by the Board. The members of said committee may not be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association.

Representatives of the Board of Directors may present witnesses and other evidence and present written and oral argument at the hearing. The party against whom the fine or suspension is sought shall have an opportunity to respond to the charges, to present witnesses and other evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, and respond to any evidence presented by the Association. The Association is entitled to present argument, witnesses and evidence in rebuttal to the presentation of the party sought to be fined or suspended. The requirements of this Section do not apply to the imposition of fines upon any member because of the failure of the member to pay assessments or administrative late fees when due, when such fines or suspensions are authorized by these By-laws, the Articles of Incorporation or the Declaration.

#### **Article V: Membership and Voting Rights:**

**Section 1: Eligibility:** Every Lot Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. Owners 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 they determine, but in no event shall more than one vote be cast with respect to any Lot. The Board of Directors shall suspend the voting rights of a member for the non-payment of regular assessments that are delinquent in excess of ninety (90) days. Such voting rights shall be automatically restored when the member is no longer delinquent in the payment of the assessment.

**Section 2: Quorums:** Except as provided otherwise herein, membership meetings of the Association for all other purposes shall require a minimum participation, in person or by proxy, of one-third of the Owners eligible to vote.

#### **Article VI: Covenant for Maintenance Assessments:**

**Section 1: Creation of the Lien and Personal Obligations of Assessments:** Each Owner is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which may consist of a general assessment and a maintenance and reserve assessment as hereinafter defined; and (2) specific assessments against any particular lot which are established pursuant to the terms of this Declaration; and (3) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2: Purpose of the Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the land and for the improvement and maintenance of the Common Area, and such emergency repairs as the Association may deem necessary and to finance other Association duties and responsibilities as set forth in this Declaration. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide for and be used for the improvement and maintenance of the Common Areas and all other general operations of the Association.

**Section 3: Maximum Annual Assessment:** The maximum annual assessment may be increased each year not more than five (5) percent above the maximum assessment for the previous year, rounded up to the nearest whole dollar amount, without a vote of the membership. The maximum assessment may be increased above five (5) percent, rounded up to the nearest whole dollar amount, by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 4: Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5: Notice for Any Action Authorized Under Sections 3 and 4:** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting.

**Section 6: Rate of Assessment:** Both annual and special assessments must be fixed at a uniform rate for all Lots.

**Section 7: Date of Commencement of Annual Assessments:** The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine the due dates for payment of assessments. The Board of Directors may require payment of the assessment on a monthly basis. 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 has been paid. A properly executed certificate from the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8: Effect of Nonpayment of Assessments and Remedies of the Association-**

**Administrative Late Fees:** Owners who fail to pay an assessment with thirty (30) days after the due date shall be charged an administrative late fee of \$20.00 for each month delinquent. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property for nonpayment after ninety (90) days. 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. No sale or transfer of any Lot shall relieve the Owner from liability for any assessments that became due when he was the Owner of the Lot. Such Owner shall be liable for any attorney, court, filing, or administrative fees or costs incurred by the Association in its attempt to collect assessment payments from delinquent Owners and these amounts shall be secured by the Association's lien on the Lot.

**Section 9: Foreclosure:** The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees and appellate attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of the foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

**Section 10: Homesteads:** The Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improvement and maintenance of any homestead maintained by such Owner on such Owner's Lot.

**Article VII: Declaration Parameters:**

**Section 1: Hierarchy of Documents:** In the event of any conflict between this Declaration and the Articles of Incorporation or the By-laws, this Declaration shall control.

**Section 2: Enforcement:** If any person, firm, corporation, or other entity shall violate or attempt to violate any of the covenants, conditions, restrictions or easements, it shall be lawful for the Association or any Owner(s), jointly or severally, to institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants, conditions, restrictions or easements, to institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to



violate any of the covenants, conditions, restrictions or easements for the purpose of preventing or enjoining all or any such violations or attempted violations. The failure of the Association, their grantees, successors or assigns, to enforce any covenant, condition, restriction or easement or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

**Section 3: Paragraph Headings:** The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

**Section 4: Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

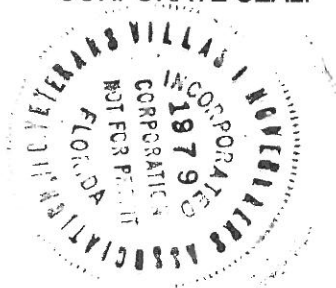
**Section 5: Amendment:** Amendments to the Declaration may be proposed by the Board of Directors. The specific proposed wording of any proposed amendments must be sent to all Owners at least 14 days prior to the meeting where the voting will take place, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a proxy form for the Owners to vote, or allow someone else to vote on their behalf if they are unable to attend the meeting on the proposed amendments. Amendments must be approved by at least seventy-five percent (75%) of those Owners voting in person or by proxy at a membership meeting, provided that a majority of all Lot Owners must participate in the voting in order for the vote to be valid. As to any amendments that are approved, a Certificate of Amendment signed by the President or Vice President, with two witnesses and a notary, will be recorded in the public records along with the approved amendments.

**Section 6: Additional Covenants:** No property owner may impose any additional covenants or restrictions on any part of the land shown on the Plat.

I, Theresa Ann Torchin, am the duly elected President of Veterans Villas I Homeowners Association, Inc. and I swear that the above and forgoing Declaration of Covenants, Conditions and Restrictions Covering Veterans Villas, a Subdivision of Pasco County, Florida was approved by the membership of Veterans Villas I Homeowners Association, Inc. at a duly noticed meeting of the membership on March 10, 2009. At said meeting, at least seventy-five percent of those lot owners voting in person or by proxy voted to approve the above and foregoing Declaration of Covenants, Conditions and Restrictions Covering Veterans Villas, a Subdivision of Pasco County, Florida, and a majority of all lot owners participated in such voting.

CORPORATE SEAL:

Veterans Villas I Homeowners Association, Inc.

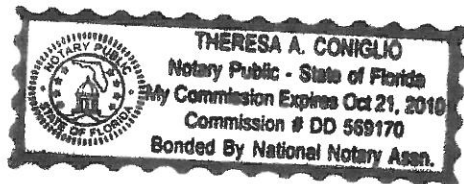


*Theresa Ann Torchin*

Theresa Ann Torchin as President

STATE OF FLORIDA  
COUNTY OF PASCO

SWORN TO and SUBSCRIBED before me by Theresa Ann Torchin as President of VETERANS VILLAS I HOMEOWNERS ASSOCIATION, INC. on behalf of said Corporation this 17<sup>th</sup> day of March, 2009. Theresa Ann Torchin is personally known to me or she produced the following identification: personally known



*Theresa A. Coniglio*  
Notary Public (Print Name)

THERESA A. CONIGLIO

### Attachment A: Tract A Legal Description

A portion of Sections 22 and 27, Township 26 south, Range 16 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest  $\frac{1}{4}$  of Section 22, Township 26 South, Range 16 East; thence runs N 00° 20' 26" E 137.54 feet along the Easterly boundary of said Southwest  $\frac{1}{4}$  to the Point of Beginning thence 89° 50' 24" W 113.42 feet; thence S 00° 09' 36" W 208.00 feet; thence N 89° 50' 24" W 26.00 feet; thence N 00° 09' 36" E 208.00 feet; thence N 89° 50' 24" W 204.00 feet; thence S 00° 09' 36" W 208.00 feet; thence N 89° 50' 24" W 26.00 feet; thence N 00° 09' 36" E 208.00 feet; thence N 89° 50' 24" W 204.00 feet; thence S 00° 09' 36" W 208.00 feet; thence N 89° 50' 24" W 26.00 feet; thence N 00° 09' 36" E 208.00 feet; thence N 89° 50' 24" W 204.00 feet; thence S 00° 09' 36" W 208.00 feet; thence N 89° 50' 24" W 26.00 feet; thence N 00° 09' 36" E 208.00 feet; thence N 89° 50' 24" W 204.00 feet; thence S 00° 09' 36" W 208.00 feet; thence N 89° 50' 24" W 46.39 feet to the P.C. of a curve to the right having a radius of 165.00 feet, a chord bearing of N 72° 43' 58" W and a chord length of 97.07 feet; thence along the arc of said curve 98.53 feet to the P.T.; thence N 55° 37' 33" W 25.17 feet to the P.C. of a curve to the left on the Easterly right-of-way of Seven Springs Boulevard as it is now established, said curve having a radius of 815.68 feet, a chord bearing of N 22° 44' 40" E and a chord length of 260.25 feet; thence along the arc of said curve 261.36 feet; thence S 89° 50' 24" E 1068.69 feet; thence N 00° 20' 26" E 211.00 feet; thence S 89° 50' 24" E 25.00 feet to a point on the Easterly boundary of the Southwest  $\frac{1}{4}$  of Section 22, Township 26 South, Range 16 East; thence S 00° 20' 26" W along said Easterly boundary of Section 22, 286.00 feet to the Point of Beginning.

Note: Tract A denotes the common area to be owned and maintained by the non-profit corporation known as Veterans Village Villas Homeowners Association, Inc.



**Veterans Villas I Homeowners Association, Inc.**  
**Deed Restriction Summary and Receipt for Tenants**

**Allowable Activities:**

OR BK **8041** PG **1476**  
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1. Two non-commercial motorized vehicles may be parked on parking pad per household.
2. Two pets: two dogs or two cats or one dog and one cat per household are permitted with owner's permission.
3. One trash can, up to 33 gallons, placed on the front porch, screened by lattice or foliage, is permitted. Trash may be placed curbside after 5:00 PM of the evening prior to trash pick-up. Residents must collect trash cans from the curb by the end of the day of trash pick-up.
4. One umbrella type clothes dryer, securely seated, placed next to back door of the unit is permitted.
5. Lawn ornaments or lighting is permitted in flowerbeds but not on lawns.
6. One barbecue may be placed next to the back door of the unit. It may not be used during periods of fire danger.

**Prohibited Activities:**

1. On street or lawn parking is not allowed at any time. Improperly parked vehicles will be subject to towing. No vehicle repair, except for emergency services, is allowed.
2. Pets must be leashed when outside. Pet waste must be collected and disposed of properly. Pets may not be tied up and/or left unattended. Pet food may not be left outside. Documented cases of unleashed and unsupervised pets will subject the owner to fines.
3. No children's playground equipment including, but not limited to, swing sets, trampolines, slides or pools are allowed at any time on driveways, lawns or patios. These items will be subject to collection and disposal by the Association and the fees for such collection and disposal assessed upon the owner of the unit.
4. No lawn furniture may be placed on the lawn as it interferes with lawn maintenance. If you have a back patio, you may place your furniture on it.
5. Nothing may be hung on trees. The use of trees to suspend hammocks, clotheslines or laundry is prohibited.
6. Seasonal lighting and decorations must be removed by February 1<sup>st</sup>.

**Owner Only Activities:**

1. Only an OWNER may install one satellite dish in accordance with Architectural Guidelines.
2. Only an OWNER may install a back patio in accordance with Architectural Guidelines.
3. Only an OWNER may make any structural or architectural change to the unit in accordance with Architectural Guidelines.

**PLEASE KEEP LAWN AREAS CLEAR OF HOSES, BICYCLES AND CHILDREN'S TOYS. LAWN MAINTENANCE CREWS MUST BE ABLE TO MOW AREAS AND CANNOT BE RESPONSIBLE FOR DAMAGE TO ITEMS LEFT ON THE LAWN. DURING FERTILIZER AND PESTICIDE APPLICATIONS, CHEMICALS MAY GET ON ANY ITEMS LEFT ON THE LAWN.**

**PLEASE DO NOT LITTER OR DISPOSE OF CIGARETTE BUTTS OUTSIDE. PLEASE DISPOSE OF UNWANTED AND OLD ITEMS PROMPTLY AND DO NOT COLLECT THEM ON THE FRONT PATIO OR BACK LAWN OF THE UNIT YOU ARE RENTING. IT IS THE RIGHT OF EVERY RESIDENT, OWNER OR RENTER, TO LIVE IN AN ATTRACTIVE AND SAFE COMMUNITY. PLEASE HELP US KEEP VETERANS VILLAS ATTRACTIVE AND SAFE.**

**I HAVE READ AND RECEIVED A COPY OF THE VETERANS VILLAS I DEED RESTRICTIONS. I UNDERSTAND AND AGREE TO ABIDE BY THEM:**

**TENANT'S NAME:** \_\_\_\_\_ **OWNER'S NAME:** \_\_\_\_\_

**ADDRESS OF UNIT:** \_\_\_\_\_

**TENANT'S PHONE #:** \_\_\_\_\_ **OWNER'S PHONE#:** \_\_\_\_\_

**TENANT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Please provide one copy to the tenant, one to the owner and one to the Secretary of the Board of Directors.