

**DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR TERRACE PARK ESTATES PHASE I & II**

This is a substantial rewording of the “Deed Restrictions” for Terrace Park Estates, Phase I & II (herein after referred to as “Terrace Park Estates.” The present text is at OR Book 4927, Page 351, and previously at OR Book 1244, Page 01776 and OR Book 1991, Page 0289, all according to the Public Records of Pasco County, Florida, upon the following described real property:

Terrace Park a subdivision recorded in Plat Book 21, Pages 112-113, Public Records of Pasco County, Florida.

Terrace Park Estates (Phase II) according to the plat thereof as recorded in Plat Book 22, Pages 36-37, Public Records of Pasco County, Florida.

The undersigned owners of individual lots constitute at least a majority of the total voting interest of the lot owners that are subject to the “Deed Restrictions” described above.

1. All reference to Amanda Company of Florida, Inc., former Developer and Trustee and to the sewer treatment plant shall be removed from these restrictions.
2. All lot owners and their successors and assigns are Members of the Terrace Park Homeowners’ Association, Inc., a Florida not for profit corporation (“Association”), and are subject to Chapter 720, Florida Statutes, as it may be amended from time to time.
3. Said lots shall be used solely for single family residential purposes only, and no building or structure of any kind shall be erected on any lot other than one single family dwelling with, if desired, one utility building and a carport for not more than two cars. The utility building and carport must be connected to each other and, in turn must be connected to the single family dwelling. A Florida room – a room designed to admit a large amount of sunlight – may be attached to the single family dwelling.
4. Lot numbers fifty-four and fifty-five (54 and 55) (“Parking Lot”) shown on the plat will be used for parking recreational and other vehicles belonging to Members. Parking Lot use is restricted to one (1) vehicle per single family dwelling and said vehicle must be registered with the Association prior to use. The Board of Directors of the Association shall have the power to pass rules regulating the use of the Parking Lot and the procedures for registering vehicles. The Association shall have the power, along with any other powers granted to it herein or as a matter of law or equity, to tow vehicles that are not registered or are not compliant with the rules promulgated by the Board. Towing shall be conducted pursuant to the procedures set forth in Section 715.07, Florida Statutes.
5. All single family dwellings shall be manufactured homes, which shall be deemed to include mobile homes, modular homes, manufactured houses and prefabricated homes.
6. All single family dwellings, utility buildings, carports and Florida rooms must be approved by the Board of Directors in writing prior to construction and installation. The Board of Directors may promulgate architectural guidelines to which all such improvements must conform.
7. All mobile homes must be fully skirted with dress block, aluminum, or some other equally suitable material to be determined by the Board of Directors. The installation must be completed within six months of the placement of the mobile home on the lot, or such longer period of time as may be granted on a case by case basis by the Board of Directors in its discretion.

8. Terrace Park Estates is a community providing housing for older persons and is exempt from The Fair Housing Act. At least one person 55 years of age or older must occupy every lot. The Board of Directors shall develop verification identification of whether at least one occupant of each unit is 55 years of age or older. These procedures shall include gathering information about current occupants, and new occupants who take possession of a lot through purchase or lease. The Board of Directors may update this information from time to time through the use of surveys as it may deem necessary. All lot owners, tenants, and other occupants shall be required to cooperate with the verification procedures employed by the Board, and the Board may employ all legal and equitable remedies against any person who fails to comply with the verification procedures.
 - a. A person under twenty-two (22) years of age shall not occupy a lot during any calendar year, if the lot has been occupied by that person or any other persons that are under twenty-two (22) years of age for a total of more than sixty (60) days, which need not be successive, during that calendar year. Occupancy of a lot by more than one person who is under twenty-two (22) years of age for one day shall be considered one day when calculating the sixty (60) day period.
 - b. An occupant shall be a person who satisfies one or more of the following criteria:
 - i: The person who is present at the lot for twelve or more hours during a day (midnight to midnight) is counted as one day of occupancy; or
 - ii: The person who sleeps overnight at the lot is counted as one day of occupancy, or
 - iii: The person is present for less than twelve (12) hours during a day, does not sleep overnight, but nonetheless satisfies all of the following criteria is considered an occupant for a day
 - a) The person has an intent to stay on the lot during an extended period of time during that day, and
 - b) The person has been on the lot at regular intervals previously, and
 - c) The person has been on the lot for sustained periods of time previously.
 - d) Example: A lot owner or tenant regularly cares for a child who is not their own when the child's parents are at work. The child is not on the lot for more than twelve (12) hours per day and he does not sleep over night, but he is on the lot every day Monday through Friday. Each day this child is on the lot would be deemed a day of occupancy.
9. Guests must be accompanied by a resident of Terrace Park Estates Phase I & II when using any of the recreational facilities. When a lot is leased, a tenant shall have all use rights in the association property including the recreational facilities and those common areas otherwise readily available for use generally by lot owners, and the lot owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. The association shall have the right to adopt rules to prohibit dual usage by a lot owner and a tenant of association property including the recreational facilities and common areas.
10. Lawns (grass) must be mowed regularly. Failure to do so shall allow the Homeowner's Association to mow a lot and charge the lot owner a reasonable price. Non-payment of a mowing charge shall constitute a lien on the lot.
11. Clotheslines must be located in the back yard of the lot to the rear of the home.

12. Fencing of all property is prohibited, except when and where agreed to in writing by the Homeowners' Associations. The Board of Directors must approve all fences prior to installation.

Guidelines for fence approval are as follows:

- Fences enclosing a yard must be restricted to the back yard and to the width of the house structure. This includes the carport/driveway area.
- Residents are permitted to put up "Screens" such as plant trellises on their property with the approval of the Board of Directors. Screens described as wind, sun or privacy fences may also be installed on one side of a patio.

13. Parking is limited to the available parking space on the homeowner's driveway. Parking of commercial vehicles in residential driveways is prohibited, except with approval of the Board of Directors. The Board of Directors may enforce this restriction by employing the remedies as set forth in paragraph 4 above including but limited to the remedy of towing.

14. All pets must be approved by the Board of Directors.

No lot may house more than two pets, and the pets must be dogs or cats.

No dog shall exceed twenty (20) pounds. The weight of a pet at any particular time shall be deemed to be the greater of a) its weight at the time, or 2) its estimated weight at full maturity.

Other customary household pets may be kept on lots subject to rules and regulations adopted by the Association and as permitted by County ordinances.

No animals may be kept, bred or maintained for any commercial purpose.

Notwithstanding the foregoing, pets may be kept on a lot only so long as such pets do not constitute a nuisance. A determination by the Board that a pet kept on a lot is a nuisance, shall be conclusive and binding on all parties. All pets shall be walked on a leash, and shall be subject to any County leash ordinance or any other County ordinance governing pets. No pet shall be permitted outside a dwelling unless such pet is kept on a leash, or if not on a leash, within an enclosed fenced yard. The person walking the pet or the lot owner shall clean up all droppings created by the pet. Each lot owner shall be responsible for the activities of the pets that occupy their dwelling.

15. All homes placed in the park shall be new, except when agreed to, in writing, by the Board of Directors in advance of placement.

16. Temporary parking is allowed in the parking lot east of the clubhouse for a period not to exceed seventy-two (72) hours. Longer periods must be approved by the Board of Directors.

17. The Association shall be responsible for the maintenance of the clubhouse and recreational facilities and other common areas of Terrace Park Estates. Each owner shall be a member of the Terrace Park Estates Homeowners' Association, Inc. Each lot in the development will carry with it one vote in the Homeowners' Association with the majority ruling. Owners will be assessed twenty dollars (\$20.00) per month per lot due in advance on the first day of each calendar quarter. Said fees to begin when the home is placed upon the lot or not later than six (6) months from the date of the deed, whichever occurs first. The assessments will be used for the maintenance, upkeep and buying supplies for the recreational facilities and all common areas. This fee will also pay for street lighting

18. The intent of these restrictions is to maintain a residential home area against encroachment of commercial or objectionable features, and shall be so treated and interpreted.
19. These restrictions shall be a covenant running with the land and shall be binding on all parties and/or all persons claiming under or through them for a period of twenty-five (25) years from the date hereof and shall be automatically extended for an additional twenty-five (25) years unless the Homeowners' Association vacates same.
20. These restrictions and covenants may be revised or amended at any time if the majority of the owners of the property affected hereby agree thereto in a written and recorded instrument.
21. The invalidation of any of these restrictions and covenants by a decree of any court of competent jurisdiction or by any legislative enactment or other legal means shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.
22. If the Association takes any action to enforce any of the terms and conditions of this Declaration of Covenants, the Bylaws, the Articles of Incorporation, or any rules, regulations or guidelines promulgated by the Board of Directors, the prevailing party is entitled to recover his/her attorney fees and court costs, including fees and costs on appeal.