

**DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR TERRACE PARK ESTATES PHASE I & II HOMEOWNERS ASSOCIATION, INC.**

This is a courtesy copy of the Declaration of Covenants, Conditions, & Restrictions regarding Terrace Park Estates Phase I & II Homeowners Association, Inc. that was made the 4<sup>th</sup> day of April 2023 by an affirmative vote of a majority of the lot owners that are subject to the "Deed Restrictions" described below. The Declaration with the Certificate of Amendment being located at Book 9715, Page 783 of the Official Records of Pasco County, Florida.

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, one shed (hurricane approved, county permitted) not to exceed 10'x12' and a carport for not more than two vehicles. The utility building, shed 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. Once passed, lots with sheds that don't meet the criteria will need to be removed within six (6) months.
4. Individual owners may not own more than one (1) lot in Phase I and Phase II combined. A six (6) month time period allowed for transition of moving from one home in the park to another. (Longer time needs Board approval). All homes placed in the park shall be new, except when agreed to, in writing, by the Board of Directors in advance of placement. Any lot purchased must have a home in place within six (6) months. Extensions of time for the six (6) month time period requires approval by the Board of Directors, which May be granted on a case-by-case basis by the Board of Directors in its discretion.
5. All single-family dwellings shall be manufactured homes, which shall be deemed to include mobile homes, modular homes, and manufactured houses. Said home shall have a minimum of six hundred thirty (630) square feet.

6. All single-family dwellings, utility buildings, sheds, carports, patios, pads, driveways, and Florida rooms **MUST BE APPROVED BY THE BOARD OF DIRECTORS IN WRITING PRIOR TO CONSTRUCTION AND INSTALLATION, THIS INCLUDES TEMPORARY STRUCTURES, ARCHES, ETC.** The Board of Directors may use design standards to which all such improvements must conform.

A. Obstruction of easements and drainage: Owners shall not place any structure, plants, or other materials, which obstructs or may obstruct said easements from being used for their intended purpose and/or may change, obstruct, retard or impede the flow and direction of surface water on or across their property or the property of others.

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 as may be granted on a case-by-case basis by the Board of Directors in its discretion.

8. Rentals: Only yearly rentals are permitted. Yearly renters must be interviewed prior to occupying the dwelling.

9. Purchasing Requirements:

- Background checks for each resident when an offer is accepted, is paid for by the prospective buyer.
- After passing of background check an interview will be scheduled.
- A Capital Contribution of \$1000.00 must be paid directly to the Association on the closing date.

Passing of background check requires (from attorney)

1. Credit score of at least 700
2. No prior felony convictions for a violent crime within the past seven years.
3. No prior history of foreclosures or evictions.
4. Application must be truthful - if not, the Board may reject the applicant.

10. The Association shall be responsible for the maintenance of the clubhouse, the 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. Each Owner's HOA dues will be calculated by dividing the total approved budget by the number of lots in the development. Lot owners may elect to pay quarterly, semi-annually, or annually. The dues will be used for maintenance and operating expenses of the Association as indicated in the approved budget.

11. 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. The Board of Directors must update this information every two (2) years using surveys as it may deem necessary. All lot owners 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 45 years of age shall not be a permanent resident of any lot during any calendar year.
- B. **VISITORS:** Visitors under eighteen (18) years of age shall not occupy a lot during any calendar year for a total of more than sixty (60) days, which need not be successive, during that calendar year. Occupancy of a lot by any person who is under eighteen (18) years of age shall be considered one day when calculating the sixty (60) day visiting period. A visitor (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 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 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 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.
- C. **CAREGIVERS:** The Board of Directors may grant permission for "certified" caregivers to occupy dwellings in the park on a temporary basis for the purpose of providing "health care services" to a resident. It would require written confirmation on an approved form from a licensed physician for the need for such home health care services. Such written confirmation must be updated and revalidated in writing every six (6) months. When services are no longer needed, the care giver status is terminated.
12. Resident of Terrace Park Estates Phase I & II must accompany their guest when using any of the recreational facilities, guests must be in the company of lot resident when using the Pool or other recreational facilities. A yearly 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 the 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.

13. Lawns (grass) must be mowed as needed. Failure to do so after the normal steps of notification by telephone call, email, and registered/certified mail giving the owner fourteen (14) days to remedy the violation, shall allow the Board of Directors to mow a lot and charge the lot owner the cost of lawn service and loss of park privileges until paid. The Association may levy reasonable fines. (Florida Statute 720.305(2)) Non-payment of a mowing charge and/or fine may constitute attorney fees and court costs. (Florida Statute 720.305(2))
14. Clotheslines must be in the back yard of the lot to the rear of the home.
15. All lots and homes, driveways and sidewalks must be kept well-trimmed, cleaned, neat, and orderly. Homes must be washed to be kept free of unsightly mold/mildew. Trimming of trees, bushes, and shrubbery and pulling of weeds must be done to keep all walkways open and prevent lawns from looking unsightly. All storage of items in containers must be in sheds or utility rooms. After appropriate notice of telephone call, email, and registered/certified letter giving the owner fourteen (14) days to remedy the violation and no action is taken, shall allow the Board of Directors to clean up unsightly homes and lots and bill the owner for the labor and costs involved and loss of park privileges until paid. The Association may levy reasonable fines. (Florida Statute 720.305(2)) Non-payment of clean up charge(s) and/or fine may constitute attorney fees and court costs. (Florida Statute 720.305(2))
16. 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.
  - Any illegal fencing, (even if it was erroneously board approved) must be removed prior to selling a home.
17. Parking cars/trucks (personal vehicles) 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. (Commercial vehicles making deliveries and completing work at the property during the day are exempt) Parking on the "apron" between the road and sidewalk is prohibited. After appropriate notice of telephone call, email, and registered/certified letter giving the owner fourteen (14) days to remedy the violation and no action is taken, shall allow the Board of Directors to bill the owner for the cost of towing and loss of park privileges until paid. The Association may levy reasonable fines. (Florida Statute 720.305(2)) Non-payment of clean up charge(s) and/or fine may constitute attorney fees and court costs. (Florida Statute 720.305(2))
18. Clubhouse parking is for clubhouse events and visitor parking only - NO RV's, trailers, boats and commercial vehicles etc. Temporary parking of vehicles is allowed in the parking lot east of the clubhouse for a period not to exceed one (1) week. Longer periods must be approved by the Board of Directors. The Board of Directors of 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 compliant with the rules made known publicly by the Board. Towing shall be conducted pursuant to the procedures set forth in Florida Statute 715.07.



19. All pets must be registered with the park. Pets are not permitted inside the clubhouse or in the pool area.

- No lot may house more than two pets, and the pets must be dogs or cats. Any other pet must have written approval by the Board of Directors.
- 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 b) its estimated weight at full maturity. Pets can be weighed for verification.
- Other customary household pets may be kept on lots subject to rules and regulations adopted by the Association and as permitted by County ordinances.
- Notwithstanding the foregoing, pets may be kept on a lot only so long as such pets do not constitute a nuisance (example: excessive noise). 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.
- (No limit on the weight for visitors' dogs up to one (1) week.) The visiting pet and owner must be registered with the park. Total pets allowed in a household at any time is two (2).

20. Use of **FIREWORKS**: In compliance with Florida Statute 791 Terrace Park Estates Inc. Phase I & II, HOA prohibits the use of any fireworks designated as illegal within Terrace Park Estates Phase I & II. Use of any legal fireworks such as sparklers, fountains, snakes, glow worms, glow devices, trick noise makers or as spelled out in Florida Statute Chapter 791 must be within the boundaries of the user's property. The use of legal and/or illegal fireworks within the Common Areas of Terrace Park Estates is prohibited. Any person or resident incurs the liability if they use legal and/or illegal fireworks within the park that results in a personal injury or property damage to a home, personal property, or adjacent area. Terrace Park Estates Phase I & II HOA shall not be held liable for any personal injury or property damage resulting from legal or illegal use of fireworks within Terrace Park Estates, Inc. Phase I & II.

21. All persons using the pool and pool area **MUST** follow the rules listed at the pool including the following: **PROPER SWIMWEAR** must be worn in the pool. (Examples: NO dresses, pajamas, swim shoes worn for other than pool use, denim shorts, or see-through attire) No medicated patches shall be worn into the pool that could possibly come off, come in contact with and affect others.

22. 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.
23. 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.
24. These restrictions and covenants may be revised or amended at any time if the majority of a 30% quorum of the property affected hereby agree thereto as stated in the Florida Statute 720.306.
25. Any violation of covenants, conditions, or restrictions contained in this Declaration or any other Governing Documents of the Association shall entitle the Association to enforce the same by injunctions against the owner or resident. Further 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 way affect any of the other provisions hereof which shall remain in full force and effect. Violation or breach of covenant, condition, or restriction contained herein, or any other Governing Documents the Association, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants, conditions, and restriction, and to prevent the violation or breach of any of them. The offending owner, (and if applicable the offending Lessee or resident) shall be responsible to the Association of all costs and fees of enforcement specifically without limitation, court costs, reasonable attorneys' fees and paralegals' fees regardless of whether suit is brought (including such fees and costs before trial, at trial, or on appeal). Failure of the Association to enforce any covenant, condition, or restriction of the Governing Documents for any length of time does not stop the Association from enforcing same at any time.

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR TERRACE PARK ESTATES PHASE I AND II HOMEOWNERS ASSOCIATION**

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of Covenants and Restrictions for Terrace Park Estates Phase I and II as previously recorded at **OR. Book 9715, Page 783 at the Public Records of Pasco County, Florida**, and as may have otherwise been amended from time to time, was duly adopted by a majority of votes at a meeting at which a quorum was present, pursuant to Article III, Sections 4 and 5 of the **Terrace Park Estates Homeowners Association Inc Phase I and II Bylaws**. The meeting was held at the Terrace Park Estates Clubhouse located at 33741 Terrace Blvd., Wesley Chapel, FL 33543 on April 3, 2023 at 7 pm after notice to the membership was duly made.

IN WITNESS WHEREOF, we have affixed our hands this 10<sup>th</sup> day of April, 2023 at Pasco County, FL.

**WITNESSES**

Sign: Susan F. Nickerson

Print: Susan F. Nickerson

Sign: Deborah Puerini

Print: Deborah Puerini

**TERRACE PARK ESTATES HOA INC.**

By: Tamala James

Print: Tamala James

STATE OF FLORIDA  
COUNTY OF Pasco  
The foregoing instrument was acknowledged before  
me this 10<sup>th</sup> day of April, 2023  
by Tamala James  
who has produced OHDL as identification  
Tamala James

