

**Briar**



**Patch**

**BRIAR PATCH HOMEOWNERS ASSOCIATION  
LANDSCAPE MODIFICATION AGREEMENT**

Building/Unit #: \_\_\_\_\_ Phone # \_\_\_\_\_

The Purpose of this agreement is to allow limited modification in the landscaping in the rear, side & front planters of a home owners' lot in accordance with paragraphs 18, 40 & 42 of the Briar Patch Deed Restrictions as recorded in the O.R Book 8043, page 1556 through 1562 of Pasco County, Florida.

1. The homeowner must agree to the following stipulations in regard to the planting of additional landscaping: The owner must call SUNSHINE @ 811 and Duke Energy to alert them that you will be digging. The owner will be responsible for any damage done to the underground utilities such as telephone cables, T.V. Cable, water lines, sewer lines, power cables, sprinkler lines & wires, etc.
2. The owner shall be responsible for any damages to property or personnel injury caused by the planting of landscape.
3. The plants shall be from the following list or approved:  
TREES & SHRUBS: Laurel Oaks, Live Oaks, Holly, Gardenia, Hibiscus, (various colors), Azaleas, Bottle Brush, Magnolia, Ligustrum Tree, Crepe Myrtle (flowering), Pines, Fruit (lemon, lime, orange, grapefruit, fig), Palm Trees, Camelia, Althea, Arbicola, Walters Viburnum, Suspension Viburnum, Odo Viburnum, Snow on the Mountain, Thai Plant, Xoria, Bulbine, Fatchehatchee Grass, Loropedulum, Crotons, Indian Hawthornes, Plumbago & Illecs.  
PERENNIALS: Agapanthus, Day Lilies, Bush Daises, Amaryllis, Mexican Petunias (regular & dwarf) Pentas.  
ANNUALS: Impatiens, Pansies, Begonias, Petunias, Phlox, Marigolds, Ageratum, Geraniums, Salvia, Mums, Coleous, Tulips, Alyssum, Dianthus, Snap Dragons, Viola, Dusty Miller, Shrimp Plant, Lantana, Liriope, Aztec Grass, Peace Lilies. The minimum size of the plants are as fellows: Tress - 3Gallons, Shrubs - 3 Gallons, Annuals – None.
4. The trees must be (8) feet from all structures, roads, driveways, & sidewalks, etc.
5. The owner shall be responsible for installing, maintenance, & irrigation of the plant.
6. The plant cannot be installed in a way or location that may cause interference with the drainage, sprinkler system or access to utilities, etc.
7. If the plants are found to be a nuisance, block utilities, not maintained properly, dies or interferes with the maintenance of the grounds by the Association, etc., the owner shall remove same at his own expense & restore the area to its original condition.
8. The plants to be installed shall be limited to & located in accordance with the sketch on the reverse side.

I, \_\_\_\_\_, owner of property at (# & street) \_\_\_\_\_  
Briar Patch, New Port Richey, Florida, agree to the stipulations listed above.

Date: \_\_\_\_\_ Signature(s): \_\_\_\_\_

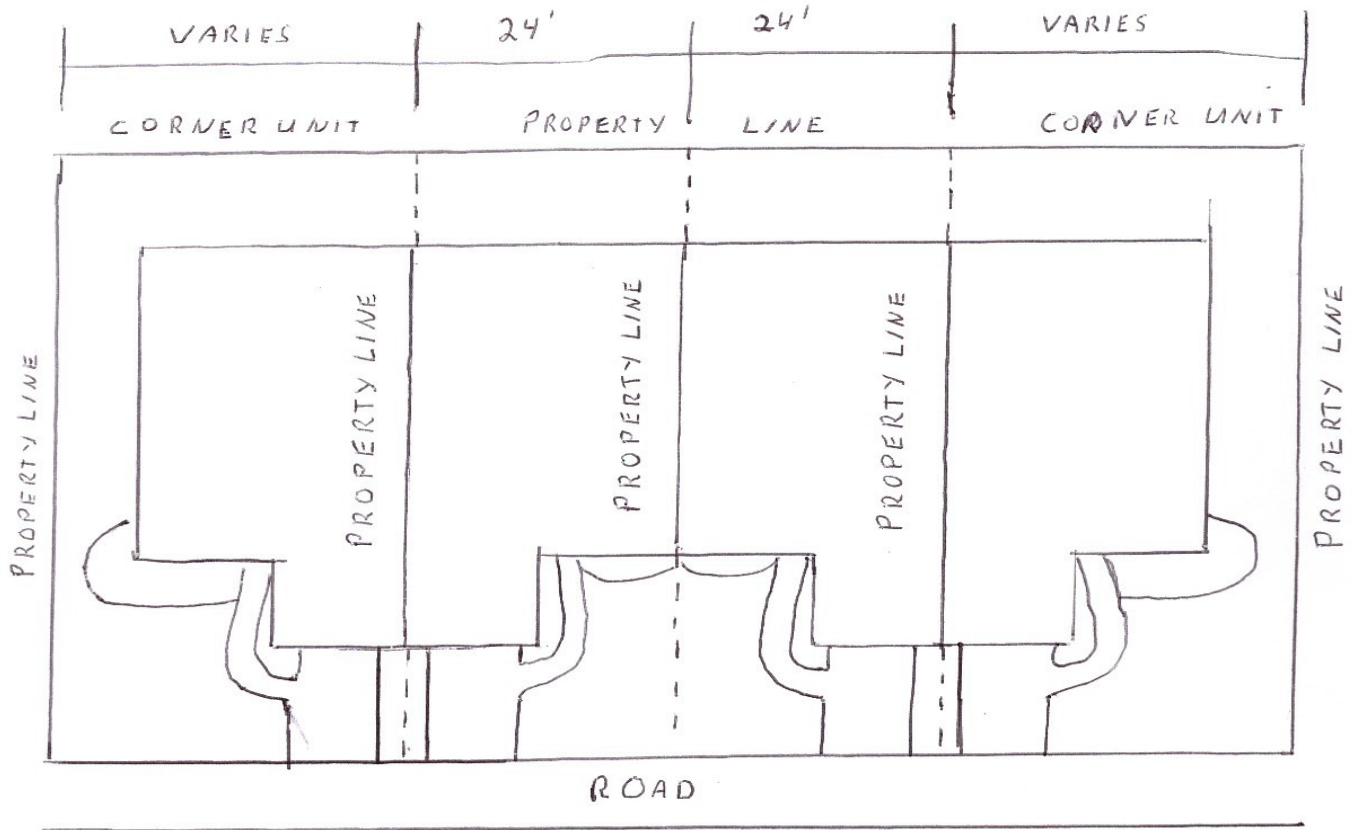
Approved by the Briar Patch Homeowners Association Inc,

Date: \_\_\_\_\_ By: \_\_\_\_\_



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Please select the example (4 below) that best matches the lot and unit layout being reviewed. Place a small circle where the plant is to be placed and assign a number (starting with 1, 2, etc.) to the plant and then put the number in the column to the right of the page and describe the plant. (Laurel, Oak etc)



**PLANT DESCRIPTION**

1	6
2	7
3	8
4	9
5	10'