

## **FIFTH AMENDED BRIAR PATCH SUBDIVISION DEED RESTRICTIONS**

### **A DEED RESTRICTED SENIOR COMMUNITY AGE 55+**

Briar Patch Homeowners Association, Inc. hereby declares that the following constitutes the Covenants and Restrictions within the community as recorded in Plat Book 24 at Pages 79-82 for Unit One and Plat Book 26 at Pages 24-26 for Unit Two of the public records of Pasco County Florida. Unless additional updated Covenants and Restrictions are filed, the Covenants and restrictions supersede all previously published covenants and Restrictions for the community.

1. Every owner of a lot in Briar Patch Unit One and Briar Patch Unit Two shall be a member of Briar Patch Homeowners Association, Inc. a Florida nonprofit corporation thereafter referred to as "Association". The membership shall be appurtenant to and may not be separate from ownership of any such lot.

2. The Association was incorporated for the purpose of maintenance of grounds, parts of the exterior of buildings, detention areas, recreation facilities, providing for garbage collection and hazard insurance on common elements in this subdivision, and by its charter, it is responsible for same.

3. Lots in Briar Patch Unit One and Briar Patch Unit Two shall be used only for single family residences and for the enjoyment of such residents. "Single family residence" means a residential dwelling for one or more persons, each related to the other by blood, a lawful marriage, or legal adoption; provided, however, that no more than two persons not so related may be residents of the dwelling simultaneously. To maintain Briar Patch as a Senior community (a community providing Housing for older persons, all occupied by at least one resident who is fifty five years of age or older, and shall be occupied only by a single family. No one under the age of thirty (30) years, (hereinafter referred to as an Under-Aged Person) shall reside on a Lot and no minor children may be in residence on a Lot, nor may the residence be used for any purpose other than being used as a single family residence. A person under the age of thirty years may visit the family in residence for a period of up to, but not to exceed two (2) weeks per visit. The family residing on the Lot must be physically present on the Lot and actually residing on the Lot for the duration of each such visit. The single family in resident may host only four such visits per Under-Aged Person per calendar year. Only one residence may be built on each Lot and no accessory building-or fence shall be placed upon a lot.

4.(a) Unless required by law, absolutely no dogs or visiting dogs of any kind shall be kept on any portion of a Lot, the common area, or any other area in Briar Patch Unit One or Briar Patch Unit Two. No other animals shall be kept on a Lot in Briar Patch Unit One or Briar

Patch Unit Two, except that one household cat or two usual household birds may be kept, provided they are kept within the interior portion of the residence. Each dog owner shall control his or her dog on a leash when the dog is in Briar Patch Unit One or Briar Patch Unit Two, except when the dog is confined to the residence in Briar Patch Unit One and Briar Patch Unit Two. Each dog owner shall pick up the feces of his or her dog immediately and dispose of such feces in a sanitary manner promptly. Dogs must be kept on owner's property. Dogs must be walked on leash in the street on their way to Trouble Creak and must NOT do their business on anyone else's property or common grounds. Owner's of dogs may NOT leave their animals tied up alone outside.

(b) All ESA and Service dog owners must submit a certificate from their local physician or a licensed clinical therapist, who is familiar with their health issue, to Briar Patch HOA yearly starting in Jan. 2025.

5. No car repairs shall be made on any portion of a Lot, the common area, or any other area in Briar Patch Unit One or Briar Patch Unit Two. No boats, trailers, recreational vehicles, commercial trucks or unregistered vehicles are to be allowed to be parked in driveways, parking pads or any common area.

6. No immoral, improper, offensive, unlawful, or nuisance use shall be made of the property, nor any part thereof. All valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be complied with by each homeowner. Only two garage sales allowed per year and the homeowner must have a permit from the city.

7. No owner shall permit or suffer anything to be done or kept on his Lot which shall increase the rate of insurance on the other Lots, or which shall obstruct or interfere with the rights of the occupants of the other Lots or annoy them by unreasonable noises or create nuisance.

8. Whenever it is necessary to enter upon any Lot for the purpose of performing any maintenance, alteration or repair to the exterior of the Lot or to any portion of common areas, the owner of each Lot shall permit an authorized agent of the Association to enter upon such Lot, or any structure or improvement situate thereon, or to go upon the common areas constituting an appurtenance to any such Lot for such purpose. Such entry shall be made of reasonable times, except in cases of emergency.

9. Homeowners and residents shall not erect or place any mailbox on a Lot. The only mail boxes to be permitted shall be of the type of banks of mailboxes for the building as furnished by the Association. The owner of each mailbox is the party responsible for

replacing lost keys, changing locks and the cost thereof, the Association has no such responsibility.

10. Any owner of a Lot on which is installed a signal receiving device pursuant to the Federal Communications Commissions Act shall be responsible for all damages resulting from the installation and/or maintenance of such device. Mounting of such device should not be on the surface of the roof, however, the owner of the Lot shall be responsible for any damage caused to the roof and for removal of the device for re-roofing.

11. The owner of each lot shall make arrangements for their own garbage and refuse containers to be put out to the curb and taken away from the areas in front of the house or garage. Cans or containers shall not be placed in front of the house or in front of the garage or in the front of any Lot or parcel except on regular collection days and after sunset on the day before regular collections of trash, garbage. Rubbish and recyclable material, as may be provided by any sanitary service unit. Homeowners must remove empty containers from areas in front of the house or garage within 36 hours on the same day as the contents of the containers were collected by the sanitary service unit and containers must be stored out of sight

12. The Association shall keep the recreation facilities open at reasonable times as set by the Association.

13. The owner of each lot shall keep the grounds free of all refuse and equipment. Signs shall not be permitted on Lots, with the following exceptions:

a. Owners who are selling their property may install a "For Sale" sign not to exceed 24" by 24". This sign must be professionally printed "For Sale by Owner" or represent a Real Estate Firm. This sign shall be placed directly in front of the garage wall under the outdoor light, or in the garden near the front porch of the home. No sign posts or other signage is allowed.

b. Lot owners who have a paved parking pad on their property may post a private parking sign in front of the paved parking pad; the only private parking signs allowed are the standard signs supplied by the Association.

c. Security service signs shall be permitted where owners have security systems. Signs not to exceed one square foot.

d. Signs shall be maintained by the homeowner in a clean, undamaged condition.

14. The display of lawn ornaments or statues is not allowed unless prior written approval has been given by the Association's Board of Directors.

15. No owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their structure, including, but not limited to painting, stone work, sidewalks, driveways, veneer, brick work, stucco, or any façade of any nature or other decoration, or the installation of electrical wiring, machinery or air conditioning units decoration, or installation of electrical wiring, machinery or air conditioning units, which may protrude through the walls or roof of the structure not within the walls of said structure. All modifications MUST be approved by the HOA. Homeowners shall file an Architectural Modification form for the Building & Architectural Committee in the Briar Patch Website, [briarpatchnpr.com](http://briarpatchnpr.com) or call 727-808-2101 and leave a message.

16. The owner of each Lot shall keep their garage doors closed when they are not being used for ingress or egress. Exceptions to the Restriction shall permit doors to be open up to twelve (12) inches to allow for proper ventilation and shall permit garage doors to be fully open when the owners are working on projects within the garage.

17. Due to limited guest parking within the community, the owner of each Lot shall keep a car in their garage, when multiple vehicles are parked on the Lot. A resident of Briar Patch Unit One or Briar Patch Unit Two shall not park in a guest parking area. Guests of residents who intend to be guests for at least three consecutive days shall obtain a guest parking permit from the Association before they park a vehicle in a guest parking area. No vehicle shall be parked in a guest parking area on more than three consecutive days unless the Association has issued a guest parking permit authorizing such parking. The Association has the right to tow all vehicles parked in a guest parking area in violation of this Section or in violation of written parking rules created by the Association's Board of Directors.

18. Any changes in landscaping of any Lot are not allowed, without Board approval. A homeowner wishing to make changes to his or her landscaping, shall file a Landscape Modification form requesting Board of Directors' approval of such changes. Such homeowner shall file the Landscape Modification Form for the Roads & Ground Committee in the Briar Patch website, [briarpatchnpr.com](http://briarpatchnpr.com), or call 727-808-2101 and leave a message. A member of the Grounds and Roads Committee shall examine each such Landscape Modification form and make a recommendation to the Association's Board of Directors. The Association's Board of Directors shall have the final authority to approve or disapprove all requests for landscape modification. The Association shall have no obligation to maintain any landscaping that was changed at the request of the homeowner. The Association's Board of directors shall have the authority to create written rules governing the types of locations of and maintenance of landscaping that may be placed on the Lot.

19. (a)The front porch of each residence is part of the residence and is there for the use and enjoyment of the property owner. Certain modification, such as storm doors, white only,

and porch flooring are changes that require permission and approval by the Association's Board of Directors. Where the homeowner has installed Board of Directors' approved storm or screen door, the main entry door for the purpose of these deed restrictions, shall be considered as part of the interior of the residence and not subject to any approval of the Board of Directors, with the exception that the exterior surface of this door shall be white. The Association's Board of Directors shall have the authority to create written rules governing modifications of the front porch, and written rules creating standards governing screen doors and storm doors.

(b) All Lanai screens and doors and windows must be well maintained by the homeowner. Badly worn screens must be replaced or removed. When home is unoccupied for more than 1 year, property needs to be internally and externally inspected by owner or a designated licensed inspector to avoid bugs and mold, with notification provided to the board within 10 days of completion.

20. Motion detector security lights may be installed at the front and rear of each resident at the homeowners' discretion, provided they are installed in strict compliance with the city and county building codes.

21. No structure, portable or temporary building, shed, trailer, trailer base, tent, shack, garage, carport or other outbuilding may be placed or kept on any portion of a Lot in Briar Patch Unit One or Briar Patch Unit Two. Provided however, that a clothes drying structure and clotheslines may be placed in the back yard when in use. All clotheslines and clothes drying structures shall be removed from the exterior of the Lot promptly and brought indoors when not in use. No slab, pavement, paving blocks, or paving stones shall be placed, constructed, or created on any Lot without the written permission of the Association's Board of Directors. The Association's Board of Directors shall have the authority to create written rules governing the placement, construction, and creation of slabs, pavement, paving blocks, and paving stones in the back yards of Lots. The Association's Board of Directors has no authority to approve slabs, pavement, paving blocks and paving stones that extend more than forty-eight (48) inches back from the rear surface of the house. The Association shall have no duty to maintain any such slabs, pavement, paving blocks and paving stones.

22. Each wall which is built as a part of the original construction of the homes upon the property and placed on the dividing line between the lots shall constitute a party wall. General rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

23. The Association may assess annual and special assessments for the purpose of maintenance and landscaping of the common areas, for the maintenance of the exterior of the residence buildings, -“including the front porch-“, for the maintenance of retention areas- and recreation facilities, for providing garbage collection service and hazard insurance on the common areas in this subdivision, and for the operation of the Association. Homeowners shall keep their gutters and downspouts free-flowing and unobstructed; the Association shall not have such an obligation. The Association shall be able to collect said annual and special assessments from each homeowner, together with costs and reasonable attorney’ fees, and said assessments, interest on assessments, costs and fees shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys’ fees shall also be the personal obligation of every person who was the owner of such lot at the time such assessment fell due. The personal obligation for delinquent assessments shall pass to a homeowner’s successors in title. The Association, however, may file a lien against the Lot for all such assessments, costs, interest, and attorneys’ fees, which lien shall be enforceable by an action at law, or may be foreclosed in the same manner as a mortgage.

24. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to the grounds, detention areas, exteriors of buildings, and recreation facilities, and appurtenances thereto. The said assessments shall be enforceable as other assessments heretofore set.

25. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

26. The Board of Directors shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every owner subject thereto. The due date shall be established by the Board of directors. The Association shall, upon demand of the homeowner, furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as the date of its issuance.

27. A late charge of Twenty Dollars (20.00) plus 18 % APR interest, per the 720 Florida Statutes, shall be imposed on the homeowner if his or her monthly maintenance fee is not paid by the fifth (5th) day of the month.. All HOA fees are due by the 1<sup>st</sup> of each month. The

Board of Directors shall determine what charges, if any, shall be made for lost keys to the Pool Area. Any special assessment not paid with thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the owner personally obligated to pay said assessments and all interest including late fees thereon, or it may foreclose a lien against the Lot in the same manner as a mortgage. And shall be entitled to recover all costs and reasonable attorney' fees incurred. No owner may waive or otherwise escape liability for the assessments provided for herein.

28. The lien of the assessments provided for herein shall be subordinate to the lien of any previously recorded mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer of a Lot shall relieve the then owner of the Lot from liability for any assessments theretofore or thereafter becoming due, nor shall such sale relieve the Lot from being burdened by a lien securing said assessments and other lienable amounts pursuant to this Declaration.

29. Maintenance of the deck and the Build-Up Roof System as well as carpeting and railing on open decks on the second floor of the Roost models shall be the responsibility of the homeowner or each such Roost model residence. Briar Patch Homeowners' Association, Inc. shall not be responsible for maintenance or replacement of the Built-Up Roof, deck, carpeting and railing. All roofers employed for the maintenance or replacement of the Built-Up Roof must be licensed, bonded, and approved by the Homeowners' Association for your protection.

30. Any tenant or guest of a lot owner shall be bound by these restrictions. Owners of each rental property are responsible for any of their Tenet's infractions. Owners must have prospective tenets fill out 55+ certificate and read the Deed Restrictions before they sign the form stating that they have read and understood the Deed Restrictions. Owners must furnish Briar Patch a copy of the tenet's agreement to [briarpatchnpr@yahoo.com](mailto:briarpatchnpr@yahoo.com) before the tenets move in, and subsequently with the renewal of each rental agreement.

31. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

32. These Subdivision Covenants and Restrictions shall run with and bind the land for a term of twenty (20) years from the date this instrument is recorded after which time they shall be automatically extended for successive period of ten (10) years each. These Covenants and Restrictions may be amended by the affirmative vote of a majority of the members of Briar Patch Homeowners' Association, Inc. who are present in person or by proxy at a membership meeting of the association, and who are voting on such

amendments. A Certificate of Amendment executed by the President or Secretary of the Association attesting to the aforesaid procedure, to which any amendment(s) to these covenants and restrictions is attached, must be recorded in the Public Records of Pasco County, Florida in order for said covenants and restrictions to become effective.

33. Briar Patch Homeowners' Association, Inc. is governed by Chapter 720, Florida Statutes, and is a nonprofit corporation, not subject condominium Statutes or rules. Each homeowner owns his or her lot including the residence thereon, and the Association has no obligation to insure the Lots and residences.

Each homeowner is required to purchase HO3 insurance covering their residence. Their insurance Declarations page stating their name and address and policy dates of coverage, must be submitted to Briar Patch HOA, and also upon each subsequent renewal of their insurance coverage, within 30 days of procurement.

34. Enforcement of the Covenants and Restrictions shall be by any action at law or in equity, and may be maintained by any lot owner or the Association. In the event of any litigation between such parties (ie.; any Lot owner, the Association), the prevailing party shall be entitled to court costs, reasonable attorneys' fees and paralegals' fees at all trial and appellate levels.

35. A) The Board of Directors of the Association may levy fines of up to \$100.00 per violation against any member or members tenant, guest or invitee for the failure of the owner of the Lot or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Association Bylaws, or reasonable rules of the Association. Furthermore, a fine of up to \$100.00 per day may be levied against any Member or any tenant, guest, or invitee of a Member by the Board of Directors of the Association for each day of a continuing violation, with a single notice and an opportunity for a hearing, and such fine may exceed \$1,000.00 in aggregate. A fine of \$1,000.00 or more shall become a lien against the Lot of the homeowner being fined. All fines must first be approved by the Association's Fines and Suspensions Committee. The procedure shall include the requirements for due process stated in Chapter 720. Florida Statutes B) The Association may suspend, for a reasonable period of time, the right of a member or a member's tenant, guest, or invitee, to use the common areas and facilities for the failure of the owner of the Lot or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Association's Bylaws, or reasonable rules of the Association. All such suspensions must first be approved by the Association's Fines and Suspensions Committee. The procedure shall include the requirements for due process stated in Chapter 720 Florida Statutes. C) The Association may suspend the voting rights of a Lot owner for the nonpayment of any monetary obligation due to the Association that is more than 90 days delinquent. A voting



interest or consent right allocated to a Lot owner which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of interests required to approve an action under Chapter 720, Florida Statutes, or pursuant to the governing documents. The notice and hearing requirements under subsections (a) and (b) of this Section do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

36. No Lot in Briar Patch Unit One or Briar Patch Unit Two may be rented until after the current Owner thereof has been the record title owner of the subject Lot for not less than thirty-six months. A Lot owner who acquires his or her Lot from his or her parent or grandparent by devise or by intestate succession may rent said Lot to tenants before he or she has owned the lot for thirty-six months, only if his or her immediate predecessor in title owned the Lot for at least thirty-six months. All rental property leasing contracts shall be for a minimum period of twelve (12) months. A lot may be leased only once during a twelve (12) month period. The Lot owner shall submit a copy of each lease to the Association's Board of Directors before the lease term begins, along with an application seeking Association approval of the lease. Said application shall disclose the names and ages of each person whom the tenants propose to have in residence during any part of the term of the lease. The Board of Directors shall disapprove all leases that violate or that would violate one or more Covenants or Restrictions in this Document. No rental tenancy may begin without approval of the Board of Directors. Owners of all rental properties shall be held responsible for any and all infractions of these Covenants and Restrictions and Briar Patch Rules and Regulations by their tenants.

37. The Board of Directors of the Association shall have power to adopt and publish Rules and Regulations governing the common areas and facilities, and the personal conduct of the members, tenants, or guests thereon, and to establish fines and suspensions for violations of said Rules and Regulations (fines not to exceed \$100.00 per day for each violation) and such fine may exceed \$1,000.00 in the aggregate per continuing violation). All fines and suspensions must be approved by the Briar Patch Fines and Suspensions Committee, before said fines and suspensions go into effect.

38. A prospective Lot owner in Briar Patch Unit One or Briar Patch Unit Two must be presented a current copy of the governing documents by the current Lot owner before the prospective purchaser executes a contract for the sale of the Lot.

39. A prospective Lot owner in Briar Patch Unit One or Briar Patch Unit Two must complete and sign a disclosure summary form, the contents of which are subject to the sole and exclusive discretion of the Association's Board of Directors. The current Lot owner is responsible for supplying the Disclosure Summary form to the prospective Lot owner and the current Lot owner shall provide the Board of Directors with a copy of this completed form. Blank disclosure summary forms are available through the Briar Patch Community website, briarpatchnpr.com. This can be done at closing when the keys are given to the new buyer.

40. The Association's Board of Directors is authorized to create reasonable Rules and Regulations regarding the subject matters of confined within these Covenants and Restrictions if the Rules and regulations are inconsistent with these Covenants and Restrictions.

41. The Association shall procure and maintain adequate hazard insurance and liability insurance On real property owned by the Association. All homeowners are required to procure and Maintain adequate hazard insurance and liability insurance on their respectively owned Lots Including the residence located on the Lot.

42. All trees and shrubs over ten (10) feet tall shall be the responsibility of the individual home- owners, who shall keep the branches of trees and shrubs clear of the roof and siding of the of the buildings.

43. The homeowner is responsible for all back yard maintenance except mowing and trimming of Swales.

44. Feeding of stray and wild animals is prohibited.

**THIS IS NOT A RECORDED DOCUMENT WITH THE COUNTY.**