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Prepared By and Return To:
Cianfrone, Nikoloff, Grant & Greenberg P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
ABERDEEN HOMEOWNERS ASSOCIATION OF PASCO, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Association on January 8, 2022, by the affirmative vote of 2/3 of the membership, the Declaration of Covenants and Restrictions of Aberdeen Homeowners Association of Pasco, Inc. as recorded in O.R. Book 4640, Page 260, et seq., in the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants and Restrictions of Aberdeen Homeowners Association of Pasco, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions of Aberdeen Homeowners Association of Pasco, Inc."

IN WITNESS WHEREOF, ABERDEEN HOMEOWNERS ASSOCIATION OF PASCO, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 20 day of January, 2022.

ABERDEEN HOMEOWNERS ASSOCIATION
OF PASCO, INC.

(Corporate Seal)

ATTEST:

CARMEN RODRIGUEZ Secretary

By: Hollie Topash
Hollie Topash, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of January, 2022, by Hollie Topash, as President and Carmen Rodriguez, as Secretary, of ABERDEEN HOMEOWNERS ASSOCIATION OF PASCO, INC., and are personally known to me or have produced _____ as identification.

**ARLEEN STARLING
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH27439
MY COMMISSION EXPIRES AUG. 17, 2024**

Arleen Starling
NOTARY PUBLIC

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
ABERDEEN HOMEOWNERS ASSOCIATION OF PASCO, INC.**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

1. Article VII, General Covenants and Restrictions, Section 6 of the Declaration shall be amended to read as follows:

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintain on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothesline shall not be placed within twenty (20) feet of a side street line. No storm doors or screen doors are permitted on the front door of a Dwelling, except that metal storm doors may be allowed with the approval of the Architectural Committee if painted to match the front door of the Dwelling or any other color off the exterior of the Dwelling. No aboveground swimming pools, ~~screening of front porches or garages nor carports,~~ are permitted on any Lot. The use of roll-up screening of garages is permitted with prior Architectural Committee approval.

Storage sheds shall be allowed with the following restrictions: (a) only one commercially manufactured shed is allowed (b) not to exceed ~~eight (8)~~ ten (10) feet in height at the peak of the roof, (c) must be concealed behind a fence no closer than five (5) feet from the owners property lines (d) cannot be viewed from the street.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, and one solar collector, at a location and in a manner as may be approved by the Architectural Committee.

2. Article VII, General Covenants and Restrictions, Section 8 of the Declaration shall be amended to read as follows:

Section 8. Dwellings. Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling shall be 800 square feet of air-conditioned living space. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, ~~storage shed,~~ structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by declarant or its transferees. Any Dwelling constructed on a Lot shall be in good accord with the front yard and rear yard setback requirements set for the in the Pasco County Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural Committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, ~~pavers,~~ epoxies or similar treatments shall be

EXHIBIT "A"

permitted. Clear coating will be allowed on driveways and sidewalks. Owners are permitted to install a paver driveway with the prior written approval of the Architectural Committee. Additionally, Owners are permitted to enclose or screen their front porch area with the prior written approval of the Architectural Committee

3. Article VII, General Covenants and Restrictions, of the Declaration shall be amended by adding an entirely new Section 18 entitled "Roofs", to read as follows:

Section 18. Roofs. Roof replacement shall be in accordance with Article VI of this Declaration and the Association's Design Standards as approved from time to time by the Architectural Committee, or the Board of Directors in the absence of an Architectural Committee. All roofs shall be composed of shingle, tile or metal roofing material.

4. Article VII, General Covenants and Restrictions, of the Declaration shall be amended by adding an entirely new Section 19 entitled "Leasing", to read as follows:

Section 19. Leasing. Owners are Prohibited from leasing or renting their property within the first two (2) years of Ownership. All leases shall be for a minimum term of six (6) months, and no more than two (2) leases shall be permitted in any twelve (12) month period. For notice purposes only, Owners shall provide a copy of their lease to the Association upon execution. No Lot or Dwelling shall be advertised for rent as a vacation rental on sites such as Airbnb, VRBO, or the like. The advertising of a Lot or Dwelling for lease or rent for any term or use which is inconsistent with this Declaration shall be prohibited. When a Lot is leased, the Owner must provide for lawn care service as part of the lease agreement.

5. Article VIII, General Provisions, Section 6, Amendment, of the Declaration shall be amended to read as follows:

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by ~~a an instrument signed by members entitled to cast not less than two thirds (2/3) vote of the membership, who are present and voting, in person or by proxy, at a duly called meeting of the members called for such purpose, of the votes of each class of membership pursuant to Article VIII, Section 2 hereof.~~ No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant, or any Institutional Mortgagee without the specific written approval of the Declarant or Institutional Mortgagee affected thereby. Any amendment affecting the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District. During the first two years after execution hereof, Declarant may amend this Declaration by recording an instrument stating such amendment, for the sole purpose of complying with requirements of the Federal Housing Administration, Veterans Administration or Southwest Florida Water Management District.

Aberdeen Homeowners Association of Pasco County, Inc

Rule and Regulations

ARTICLE VII: GENERAL COVENANTS AND RESTRICTIONS.

Section 1. Signs. No sign of any kind will be displayed to public view within the Property except (i) customary name and address signs on each Lot, (ii) one (1) Lot sign of not more than six (6) square feet in size, placed in the front yard only, advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation, beware of dog or such similar signs affixed to the front of a Dwelling, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color and content. No sign shall be lighted. No advertising or third-party signs shall be permitted except as provided in (ii) above. All signs permitted by this subsection are subject to the Association's rules and regulations. **Amended on 5/3/07.**

Section 2. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant in construction, maintenance or sale of Dwellings.

Section 3. Use of Lots. Each Lot may be improved and used for residential purposes only and only one residence, approved in accordance with Article VI (Architectural Committee), may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Property or a home occupation as approved by Pasco County.

Section 4. Animals. No animals, livestock or poultry may be raised, bred or kept anywhere within the Property, except that no more than four (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed without approval of the Architectural Committee No fenced dog runs are permitted.

Section 5. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clotheslines shall not be placed within twenty (20) feet of a side street line. No storm doors

or screen doors are permitted on the front door of a Dwelling except that metal storm doors may be allowed with the approval of the Architectural Committee if painted to match the front door of the Dwelling or any other color of the exterior of the Dwelling. No aboveground swimming pools, screening of front porches or garages, nor carports, are permitted on any Lot. Storage sheds shall be allowed with the following restrictions: (a) only one commercially manufactured shed is allowed (b) not to exceed eight (8) feet in height at the peak of the roof. (c) must be concealed behind a fence no closer than five (5) feet from the owners property line (d) cannot be viewed from the street.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, and one solar collector, at a location and in a manner as may be approved by the Architectural Committee. **Amended on 5/3/07**

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, unless concealed from public view. The aforementioned shall not be stored on any sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items, which are of a commercial character. Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle up to one (1) ton in weight, which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home, limousine or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck "Permitted vehicles" shall not include a vehicles used for commercial purposes, vehicles which contains racks or tool storage units or similar equipment (including low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage; however, "permitted vehicles" shall not include vehicles containing ladders and/or vehicles displaying commercial signage that covers more than fifty percent (50%) of the surface of the vehicle. Any vehicle displaying commercial signage that covers more than fifty percent (50%) of the surface of the vehicle may be parked on any Lot if said vehicle is completely covered by a car cover designed to accommodate the exact make, model, year and configuration of said vehicle. None of the foregoing items, which are inoperative or abandoned, shall be permitted on any Lot unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area. **Amended on 5/3/07**

Section 8. Dwellings. Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling shall be 800 square feet of air-conditioned living space. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the Pasco County Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural Committee. All driveways and sidewalks shall be constructed, reconstructed or

repaired with the materials and in the manner in which they were originally constructed, and no colors, pavers, epoxies or similar treatments shall be permitted. Clear coatings will be allowed on driveways and sidewalks. **Amended on 5/3/07**

Section 9. Access by Association. The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's 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 circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 10. Fences.

- a. No fences shall be erected or maintained on any lot, which shall be in excess of six (6) feet in height.
- b. No chain link fences are permitted.
- c. No hedges or shrubbery shall exceed a height of six (6) feet.
- d. Fences located in front of the front setback line are prohibited.
- e. The Architectural Committee shall adopt and promulgate standards for fences. All fences shall comply with County regulations and shall be subject to review by the Architectural Committee for compliance with the adopted standards of the Architectural Committee, unless the Architectural Committee waives such requirements based on special circumstances.
- f. A fence located along a retention pond, or located along a drainage easement adjacent to a retention pond, may be constructed in accordance with the adopted standards of the Architectural Committee, and shall be subject to review by the Architectural Committee. Such fence shall not exceed four (4) feet in height. **Amended on 5/3/07**

Section 11. Replacement. In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

Section 12. Mailboxes. The Architectural Committee may approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the adopted standard, if any or are approved by the Architectural Committee.

Section 13. Use of Waterways and Recreational Areas. No Owner, Occupant or invitee shall permit the use of any water craft, motorized or non-motorized, on any lake or ponds in the Property, or permit the construction or maintenance of any dock, or permit any storage of any items on the banks of such lakes or ponds. The Association shall by rule, adopt regulations for the control of fishing and recreational areas within the Property.

Section 14 Maintenance of Entry Wall and Fencing. Any entry wall and fencing adjacent to the subdivision entrance shall be maintained by the Association on the exterior of such wall or fence and any structural repair or reconstruction shall be the responsibility of the Association.

Section 15. Signs. Removed duplicate, see Section 1 for Signs. **Amended on 5/3/07**

Section 16. Holiday Decorations. Holiday decorations shall be permitted, except that all decorations shall be removed within fifteen (15) days after the completion of the designated holiday calendar day. **Amended on 5/3/07**

Section 17. Playground Equipment. Playground equipment, including, but not limited to swing sets, trampolines, basketball goals, and playhouses shall be permitted as follows:

- a. All playground equipment. except as provided below. Must be kept in the backyard of the Lot, kept at least five (5) feet from any Lot line and kept in compliance with the applicable setbacks.
- b. No playground equipment may exceed ten (10) feet in height.
- c. No playhouse may exceed six (6) feet in height.
- d. Each Lot shall be allowed only one portable or permanently installed basketball goal that is stored along the Lot's driveway, kept at least five (5) feet from any Lot line and kept in compliance with the applicable setbacks, provided that any permanently installed basketball goal is installed pursuant to the manufactured required specifications. No basketball goal shall be attached to the Dwelling. **Amended on 5/3/07**

ARTICLE II: PROPERTY RIGHTS

Section 3: Public Easements. Declarant dedicates that portion of the Properties described on the recorded plat and made a part hereof for use and maintenance of public utility, right-of-way and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded plat Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage structures or which may impede the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible, or those areas designated as Common Areas.

Section 6: Any walls, fences, gates and attendant landscaping constructed by the Declarant as part of the subdivision improvements or otherwise. including the private park facilities, if any, shall be kept and maintained by the Association in condition and appearance as constructed as long as the Declarant continues to own a Lot., unless the Declarant otherwise consents This section shall not appl) to any fences constructed along the boundary of the subdivision. which shall be maintained and kept in original condition by the Owner of each Lot on which the fence is located.

Section 10: Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces. windows, doors, trim, driveways and other exterior improvements and attachments from time to time situated on such owner's Lot, excluding the outside side of a subdivision boundary fence or wall. Each Owner is required

to sod his lot as appropriate Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot except as provided in Section .3 above and Section 12 below No Owner may permit any waste to the exterior portions of such Owner's Lot Each Owner must make all repairs., maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V. Section 4 hereunder