

Aberdeen Homeowners Association of Pasco County, Inc. Meeting minutes

Location: Aberdeen HOA Playground at Earn Drive, Wesley Chapel, FL 33543

Date & Time: Saturday January 08, 2022 at 10:00am

Subject: Reconvened Special Amendment Meeting

Agenda items

1. Call to order at 10:05am
2. Certifying Proxies & Establish Quorum
 - A. Present from the Board: Hollie Topash, President; Matt Murray, Vice President; Diane Cochran, Treasurer; and Carmen Rodriguez, Secretary. Quorum of the board was established. Also present was Andrew George, Administrator from Ameritech Property Management. Sara Gannon, Architectural Committee, was excused.
 - B. See attached list for Homeowners present.
 - C. Certifying Proxies
3. Establish proof of notice
 - A. The meeting notice was sent via postal mail December 10, 2021.
4. New Business:
 - A. Voting Results of Amendment Changes.
 - a. Votes (proxies) were counted by volunteers from the floor, total count 127.
 - b. The current Declaration of Covenants and Restrictions of Aberdeen HOA of Pasco, Inc., Article VIII, General Provisions, Section 6, Amendment, establishes that “This Declaration may be amended by an instrument signed by members entitled to cast not less than two thirds (2/3) of the votes of each class of membership pursuant to article VIII, Section 2 hereof.”
 - c. The total number of properties is 172. For any amendment proposed to be accepted it needs to have a minimum of 115 votes in favor to comply with the two third (2/3) of the membership as established in Article VIII, General Provisions, Section 6.
 - d. The table below summarizes the results of the votes. Note that in the proposed amendments, additions are indicated by underline, deletions are indicated by ~~strike through~~, and omissions are indicated by ellipsis

| Amendment | Total Votes in favor | Total Votes against | Result |
|--|----------------------|---------------------|----------|
| <p>1. Article VII, General Covenants and Restrictions, Section 6 of the Declaration shall be amended to read as follows:</p> <p>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. <u>The use of roll-up screening of garages is permitted with prior Architectural Committee approval.</u></p> <p>Storage sheds shall be allowed with the following restrictions: (a) only one commercially manufactured shed is allowed (b) not to exceed eight (8) <u>ten (10)</u> 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.</p> <p>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.</p> | 117 | 10 | In favor |

| Amendment | Total Votes in favor | Total Votes against | Result |
|---|----------------------|---------------------|---------|
| <p data-bbox="207 338 1045 401">2. Article VII, General Covenants and Restrictions, Section 7 of the Declaration shall be amended to read as follows:</p> <p data-bbox="207 432 1073 1787">Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, 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 type of 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 Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items, which are of a commercial character. <u>Commercial Vehicles shall be permitted within the property so long as they weigh less than one (1) ton. The Board reserves the right to require the removal of any commercial signage deemed to be noxious or offensive in the Board’s discretion.</u> 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 include 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.</p> | 108 | 19 | Against |

| Amendment | Total Votes in favor | Total Votes against | Result |
|---|----------------------|---------------------|----------|
| <p>3. 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 permitted. Clear coating will be allowed on driveways and sidewalks. <u>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.</u></p> | 120 | 7 | In favor |
| <p>4. 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: <u>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.</u></p> | 118 | 9 | In favor |
| <p>5. 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: <u>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 lawncare service as part of the lease agreement.</u></p> | 120 | 7 | In favor |

| Amendment | Total Votes in favor | Total Votes against | Result |
|---|----------------------|---------------------|----------|
| <p>6. 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 <u>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.</u> 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.</p> | 120 | 7 | In favor |

5. Adjourn Meeting

A. The meeting was adjourned on Saturday January 8, 2022 at 11:49am.

Homeowners present in the meeting

1/8/22

Aberdeen Sign in Sheet

Isabel Salgado - 31644 Loch Aline Dr

Pedro Cortes - 31621 Loch Aline Dr.

Manco & Cecilia 3-821 Asturias

Hollie Topash 5407 Terry Ln

MATT & B. Marshall 5236 Turner Ct

Katia ~~Widada~~ > 31812 Loch Aline

Caravan Rodriguez

Laura Carlson 31723 Loch Aline