

TVHOA, INC.

COVENANTS AND RESTRICTIONS

AMENDED AND RESTATED 2020

AMENDED AND RESTATED COVENANTS AND RESTRICTIONS
OF
TIPPECANOE VILLAGE HOME OWNERS ASSOCIATION
OF
ZEPHYRHILLS, FLORIDA, INC.

1. COVENANTS AND RESTRICTIONS-LAND AND PARTIES BOUND:

These Covenants and Restrictions shall run with the Lands comprising the subdivision as defined above and shall be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of Developer and Owners of all lots or parcels contained in the subdivision. "Owner", when used herein, shall mean a person or persons having legal title to a parcel. "Lot", when used herein, shall mean a plotted lot contained in the subdivision. "Parcel", when used herein, shall mean any combination of one lot together with any portion or all of another lot, properly subdivided, used as a site for the installation of one single family mobile home. "Dwelling", when used herein, shall mean home and permitted apparent structures.

1.1 Ownership Limitations

The Lots and Parcels of lands within this subdivision are intended to be occupied primarily by Owners who reside on their Lot or Parcel and in their Dwelling located thereon as either their principal residence or as their seasonal residence. This Subdivision is not intended to be operated primarily as a rental community. In furtherance of this goal and in order to preserve the characteristics of the subdivision as a resident-owned mobile home park, corporations, limited liability companies, land trusts, trusts (other than as otherwise specified herein) and other entities that are not natural persons may not buy or own Lots or Parcels or Dwellings in the subdivision; provided however, that Lots or Parcels and Dwellings

may be purchased and ownership and title held in the name of one or more natural person's trust (i.e., inter-vivos trust) for the benefit of the individual Owner who is the settlor of his or her trust, for estate planning purposes. No person or entity may own more than one (1) Lots or Parcels in the subdivision at the same time, of which one must be the Lot or Parcel Owner's personal residence not held for rent or used as a rental unit. These limitations on ownership do not apply to the Association.

1.2 Use Restrictions

No Lot or Parcel or Dwelling Owner in the subdivision may make use of his or her Lot or Parcel or Dwelling in any way that causes, permits, or requires administrative, regulatory, or other intervention from governmental agencies with respect to the ownership or leasing of such Lot or Parcel or Dwelling. This includes, but is not limited to, day care facilities or operations, elder care facilities or operations, health care facilities or programs, medical facilities or programs, or government-controlled or subsidized housing programs.

1.3 Unity of Title and Ownership

A Dwelling located upon a Lot or Parcel must be owned by the same person or persons who owns the Lot or Parcel upon which the Dwelling is located. Lots or Parcels upon which a Dwelling is located must be sold with the Dwelling located thereon to the same person who purchases the Lot or Parcel. From and after the date of recording this amendment, no Dwelling may be sold separately from the Lot or Parcel upon which the Dwelling is located.

2. SINGLE FAMILY RESIDENTIAL USE ONLY:

Consisting of two people related by blood or two people living together or a housekeeping unit not excluded by gender.

3. SIZE OF LOT OR PARCEL:

No lot or parcel which will house a mobile home shall contain less than 4750 square feet.

4. SUBDIVIDING LOTS AND PARCELS:

No lots or parcels purchased from the Developer shall, at any time thereafter, be subdivided or sold, except as a whole. The foregoing shall not prevent, however:

- (a) Any Grantee of the Developer or subsequent grantee owning a completely vacant lot or parcel from conveying part of the same to one adjoining side owner and conveying the other part of the same to the other side adjoining, provided both such conveyances are made on the same date or
- (b) Such Grantee, and owner of two or more contiguous lots or parcels from conveying a part of one to an adjoining side owner, provided he/she shall retain ownership of land having a frontage and total area not less than the frontage and total area of one of the lots or parcels he/she or their predecessors in title originally required.
- (c) In the event any portion of any lot or parcel shall once be conveyed as permitted under subparagraphs (a) or (b) above, the portion of lands so conveyed and the land then owned by the Grantee thereof shall together thereafter be deemed and constituted forever one single parcel, and in the case as above provided under subparagraph (b), the portion of land retained shall thereafter be deemed and constitute one single parcel and shall not in any event, thereafter, be further subdivided or sold, except as a lot or parcel. The foregoing restrictions contained in this paragraph, except as otherwise provided in paragraph 3 thereof, shall apply to the Developer, Developer's successors and assigns who shall give the same rights and privileges as any other owner as above provided.
- (d) In no event, however, shall any lot or parcel resulting from the subdivision permitted under paragraph 4 (a), (b), or (c) above violate provisions of paragraph 3 above.

5. LOT GRADING:

Pad level shall be set sufficiently above street grade to provide proper drainage of the respective lots and parcels and no filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. Protective slopes around all mobile homes shall be provided and maintained on every lot by the respective owners. Side lot line swales shall be planned and maintained to prevent standing water. All proposed plans for grading of Lots or Parcels shall be submitted to and approved by the Board of Directors.

6. SET BACK REQUIREMENTS:

For the purpose of this paragraph, unless expressly provided for herein, all structures attached to, appurtenant to, or forming a part of the single family home built or to be installed upon a lot or parcel shall be considered a part of the "Dwelling". No part of any dwelling shall be located nearer than twenty (20) feet from any point on the front lot line of any lot or nearer than three (3) feet from any point on the side line of any lot, or nearer than five (5) feet from any point on the rear lot line of any lot. "Lot" shall include parcel for the purpose of this paragraph. "Front" lot line shall mean the lot line bordering on the street on which the lot is located. All dwellings must face such streets, except dwellings on corner lots, (Intersections of two (2) or more streets), may elect to face either street or to be angled to the intersection of such streets. With corner lots, the lot lines on the intersecting streets shall be deemed front lot lines and the remaining lines all be deemed rear lot lines. "Side" lot lines shall mean the lot lines intersecting the front lot line, except in the case of corner lots as mentioned above. "Rear" lot lines shall mean a lot line opposite the "Front" lot line.

7. TYPE OF DWELLING:

All mobile homes and appurtenant structures constructed, altered, installed, and permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in additions to all of the provisions of these Covenants and Restrictions to wit:

- (a) Only one single family dwelling shall be permitted on any Lot or Parcel.
- (b) Any structures which are accessory to the dwelling, such as garages, carports, porches, service or utility rooms, and the like, shall be attached to and an integral part of the mobile home structure and shall conform with all requirements hereof. No separate or detached structures of any type shall be permitted on any Lot or Parcel.
- (c) All mobile homes installed or constructed upon a Lot or Parcel permitted to remain on such Lot or Parcel shall be constructed of new and durable materials and of external design harmonious with other mobile homes on comparable locations, and such mobile homes shall be kept in good appearance and repair at all times by the Owner of such Lot or Parcel.
- (d) All areas of every lot not occupied by the mobile home and appurtenant structures or patios shall be duly landscaped in accordance with plans approved by the Board of Directors as provided below. All front yards shall be grassed except for permitted drives and parking areas, as designated by Board of Directors. All driveways and parking areas, so permitted, shall be constructed in any manner complying with uniform specifications set forth by the Board of Directors.
- (e) No structures shall be constructed upon any Lot or Parcel until the complete plans and specifications for the same, or alterations and changes in the same, together with a plot plan thereof showing the location of the construction in relation to the mobile home and to the lot boundary lines, shall be submitted to the Board of Directors for Board approval along with a cover letter stating the applicants full name and mailing address and the name of the general contractor who will do the construction and a proposed completion time. One copy of such plans and

specifications and plot plan shall be retained by TVHOA, Inc. as a permanent record.

The Board of Directors shall have no more than thirty (30) days to approve or reject the plans, specifications and plot plan and if rejected shall be delivered to the submitting party by depositing the same in the U.S. Mail, postage prepaid, addressed to the applicant at the address set forth in the original submission within said thirty (30) day period. In the event that the applicant makes the changes requested by the Board of Directors, the plans, specifications and plot plan shall be resubmitted and approved by the Board within ten (10) days after resubmission. The Board of Directors shall evidence approval of plans, specifications and plot plans by delivering to applicant in the manner set forth above, a written statement of approval in duplicate, one copy of which shall be posted on the subject Lot or Parcel during the construction term. All construction work must be completed in accordance with the plans, specifications and plot plan so approved and must be completed within no less than eight (8) months from the date of commencement of construction. A Landscaping plan shall be included with the submission of the construction drawings and specifications mentioned above and approval or rejection, as the case may be, in the same manner and rejection of it shall be considered rejection of the construction drawings and specifications.

8. TEMPORARY STRUCTURES:

No temporary structures or outbuildings of any type shall be permitted or maintained upon any Lot or Parcel except temporary structures of outbuildings used in connection with the construction or installation of the mobile home and permitted by the Board of Directors.

9. WALLS, HEDGES AND FENCES:

Walls, hedges and fences must be decorative in appearance, permeable to light and air, and approved in advance in writing by the Board of Directors. The Board has jurisdiction over things objectionable to neighbors or the general membership such as traffic or health hazards.

10. RIGHTS OF THE BOARD OF DIRECTORS TO GRANT VARIANCES:

The absolute right and discretion is hereby reserved to the Board of Directors to grant variances from the obligation of Paragraph 2 through 9 above where not to grant such variances would be in keeping with the spirit of intent of these Covenants and Restrictions or would be such as to not adversely affect any neighboring owners or the subdivision as a whole. Such variances, if granted, shall be granted upon application of the owner in writing, setting forth in detail the variance required and reasons thereof, and any variance, if granted, shall be granted by the Board of Directors in writing and shall be strictly complied with by the applicant and placed in the owners' file.

11. WATER AND SEWER SANITARY FACILITIES:

All dwellings constructed upon any lots or parcels in the subdivision shall be connected to the water and sewer system provided by TVHOA, Inc., its successors or assigns. The owners of all lots shall be subject to uniform connection and installation charges and fees and uniform charges and fees for water consumed and sewer service furnished as the same are billed from time to time. All owners of property within the subdivision expressly grant to the Board of Directors, its successors or assigns, and to any utility company approved by the Board the right and license for any agent and/or employee thereof to enter upon any of the lots and parcels of the subdivision and premises contained thereon for the purposes of installation of water meters, water and sewer lines, and for routine reading, service and common inspection and maintenance of water and sewer installations. No wells except those provided by the TVHOA, Inc. shall be permitted in the subdivision.

12. UNSIGHTLY OBJECTS-VISIBLE STORAGE:

The owner of each lot or parcel shall provide sanitary garbage containers and all garbage shall be kept in these containers. Sanitary garbage containers shall be kept in close proximity to the rear of the mobile home. All garbage and rubbish shall be placed at street-side for pick-up. The owner of a lot or parcel may store and maintain in the carport or driveway their own basic transportation vehicles such as cars, small trucks and vans or other utility vehicles. Any vehicle which, by reason of its height, cannot be stored under the roof cover of carports must be stored in the area provided by TVHOA, Inc. Any trailers, boats, campers, trucks or commercial vehicles, referred to above, shall be registered with the office before storing in the RV parking lot. Motor homes and RV's are permitted to park by their residence for three (3) days while loading and/or unloading. Each carport or driveway will be limited to two vehicles. No overnight parking on lawns. No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any lot or parcel.

The same must be kept mowed and clear of debris and excessive and unsightly vegetation by the owner thereof. Failure to so maintain lawns and landscaping shall be deemed to impair the value of neighboring lots and parcels and be hazardous to health and welfare of the neighborhood. In the event that the owner of any lot shall refuse, upon demand by the Board of Directors, to keep the premises free of such weeds, underbrush or refuse, the Board may designate someone to enter upon said lot or parcel and remove such weeds and underbrush or refuse and charge the owner the cost of such services. Such entry shall be deemed to be permitted and not to be deemed trespassing.

The charge for the cost of such removal shall become lien upon the property and bear interest at the legal rate until fully paid and shall be subject to foreclosure in the event the same is not paid upon demand. Absolutely no burning of trash, refuse or garbage shall be permitted on any lot.

13. ANIMALS:

No animals of any type shall be kept, bred, or raised on any lot or parcel, except that one (1) small animal (not to exceed thirty (30) pounds when fully grown) will be permitted to be kept as a pet. All pets must be registered with the office and have proof of license and all vaccinations required by law. All pets shall be confined to the Owner's property by a leash sufficient to constrict said pet from trespassing on the neighboring property. A pet may be walked on a leash, providing the person walking the animal removes any waste material from the pet from the property which is not the property of the owner. Any excessive noise which may disturb the resident of the Park is prohibited. There is no designated dog area in the park. You must clean-up behind your pet at all times.

14. SIGNS:

No sign of any type shall be displayed to the public view on any lot or parcel, except one sign of no more than four (4) square feet, advertising such a lot or parcel for sale or rent. Such "for sale or rent" signs so permitted shall not be deemed in any way to permit model mobile homes signs, unless with the express permission of the Board of Directors.

15. NO TRADE OR BUSINESS-MODEL MOBILE HOMES:

No mobile home shall be used to carry on a trade, business, occupation or profession, unless with the express permission of the Board of Directors.

16. NUISANCE:

No activity shall be done or permitted upon any lot or parcel which may become an annoyance or nuisance to the subdivision. No unlawful use of any such lot or parcel shall be made by or permitted by the owner thereof. Excessive noise which may disturb the residents of the Park is not permitted between the hours of 9:00 p.m. to 8:00 a.m. except in case of an emergency.

17. ANTENNA OR DISH:

There shall not be permitted or maintained any type of radio, television, or other communication system antenna, on any exterior portion of a mobile home if it emanates or creates radio or television reception interference with any neighboring mobile home. All television antennas must be placed at or near the rear of the mobile home. A Dish (18" or less) is permitted.

18. EASEMENTS:

TVHOA, Inc. hereby reserves itself, its successors or assigns a utility easement around the perimeter of the property lines of each lot and parcel in the subdivision, such easement having a width of seven (7) feet measured at right angles to and within the property lines of each such lot or parcel. Each easement area may be entered upon, improved, used and occupied for purposes of installing and maintaining public utilities as TVHOA or Public Utility Companies approved by or succeeding to TVHOA deem necessary for servicing of the Subdivision and lots and parcels contained therein. Any wall, fences, paving, planting or other improvements placed on such easements by the owner of the property on which the easements lies shall be removed, if required by the TVHOA, its successors or assigns at the expense of such owner. Where a mobile home is installed on a parcel consisting of more than one plotted lot, the said utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original lot line within said parcel.

19. UNDERGROUND UTILITIES:

Except for those items which are presently installed in this subdivision, no lines, wires, pipes, utility service of any type shall be constructed, placed or permitted to be maintained upon any lot or parcel unless same shall be installed in appropriate conduit underground.

20. OWNERS ASSOCIATION:

Each owner of a lot or parcel in the subdivision upon acquiring title to his/her lot or parcel shall become a member of TVHOA, Inc. and shall commence paying TVHOA, Inc. the assessment hereinafter mentioned. In the event of joint ownership of a lot or parcel, each co-tenant shall be a member of TVHOA, Inc. but there shall only be permitted one (1) vote per lot. TVHOA, Inc. shall institute such programs as will be desirable for the purpose of maintaining desirable social community life within the subdivision.

The cost of operating TVHOA, Inc. and deferring expenses as outlines within, as well as any other expenses relating or obligations hereafter undertaken by TVHOA, Inc., shall be paid for by TVHOA, Inc. In order to raise necessary funds, TVHOA, Inc. shall assess each and every lot or parcel its prorated share of the same. Such lot or parcels shall be determined on a basis of platted lots (not parcels), each platted lot to bear its equal share. Parcels comprising of more than one platted lot shall bear their share of such expenses proportionally. In the event that a lot or parcel does not pay its maintenance or other assessment when made by the TVHOA, Inc. the same shall then and there become a lien upon said lot or parcel, which lien shall be evidenced by a document in writing, recorded in the Public Records of Pasco County, Florida, and shall bear interest at the legal rate from the date of such lien until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of TVHOA, Inc., including court costs and any attorneys' fees incurred in collecting the same. We have a right to establish late fees, interest, and to establish a due date for assessments or assessment installments.

21. AMENDMENTS:

Amendments to these Covenants and Restrictions require a majority vote of the property owners at an Annual or Special meeting at which the amendment is proposed. Any such amendment shall become effective when duly executed and recorded in the Public Records of Pasco County, Florida.

22. DEEDS AND CONTRACT TO INCLUDE REFERENCE:

All deeds and contracts pertaining to the sale, transfer, lease, encumbering, or other disposition of a lot or parcel in the subdivision shall specifically contain a reference to the same being subject to these Covenants and Restrictions.

23. REMEDIES FOR VIOLATIONS:

In the event that the owner of any lot or parcel in the subdivision shall violate or attempt to violate any of these Covenants and Restrictions, TVHOA, Inc. in its discretion, or any person or persons owning any substantial interest in a lot or parcel in the subdivision may prosecute. Any proceedings for the recovery for damages against the person or persons so violating or attempting to violate any of these Covenants and Restrictions for the purpose of remedying or preventing such a violation, provided, however, that the remedies contained in this paragraph shall be construed as being cumulative of all other remedies now or hereafter provided by law. Although, the Board of Directors, shall enforce these Covenants and Restrictions, it shall not be obligated to do so. Any person, including TVHOA, Inc. who shall bring successful legal proceedings to enforce these Covenants and Restrictions shall be entitled to the recovery of the costs and reasonable expenses of such proceedings, including appellate proceedings, together with reasonable Attorneys' fees. For purpose of this paragraph, the association, herein above mentioned, shall be considered as a person having a lot or parcel. We establish a right of enforcement, a right of abatement, the right to suspend voting rights, and the right to charge attorney fees, costs, and other expenses to the member against whom enforcement action will be taken.

24. TERMS OF RESTORATION:

These Covenants and Restrictions shall remain in force and effect for a period of twenty (20) years from the date hereof, (June 24, 1975) and shall be automatically renewed for successive ten (10) year periods unless the owners of the majority of lots in the subdivision, (not parcels), execute and record in the Public Record of Pasco County, Florida, an instrument specifically rejecting a subsequent renewal.

25. INVALIDATION:

Invalidation of any one or more of these Covenants and Restrictions by judgment or court order or in any other manner shall in no way effect any of the other provisions thereof, which shall remain in full force and effect.

26. CLOTHES LINES:

Only the collapsible, umbrella type clothes lines will be permitted in the park.

27. CONTRACTORS:

All contractors doing any types of work in Tippecanoe Village must be licensed, (if required by law) bonded and fully insured for all losses incurred by them in the performance of their work in Tippecanoe Village.

28. USED MOBILE HOMES:

The Board of Directors shall have full power to accept or reject any proposed used mobile home moving into the park. No out-of-state used mobile home shall be allowed to move into the park.

29. AUTHORITY OF THE BOARD OF Directors:

The Board of Directors of TVHOA, Inc. shall have full power to legally enforce all the Covenants and Restrictions of TVHOA, Inc.

30. CONDUCT:

Improper conduct of any kind will not be tolerated.

31. AGE LIMIT:

Tippecanoe Village Home Owners Association is exclusively a 55 + community. This is a community that provides housing for older persons age fifty-five (55) and older in accordance with the provisions of the Federal and Florida Fair Housing Acts. The Board of Directors reserves the right to deny or refuse residency to any person under the age of fifty-five (55). Anyone inheriting or purchasing a home under fifty-five (55) years of age cannot reside in the home for more than six (6) weeks in any one (1) year period.

Prior to determining approval or disapproval of a prospective owner or renter, the Board of Directors reserves the right to: (a) require a written application for residency; (b) submit to, at their expense, a criminal history investigation; (c) be interviewed by two (2) Directors appointed by the President; and (d) sign a statement that they will abide by the By-Laws, Covenants and Restrictions, and Rules and Regulations of Tippecanoe Village.

32. VISITATION:

Length of visit by guest of residents shall not exceed six (6) weeks in any calendar year and may not be consecutive.

33. USE BY GUESTS:

In order to gain entrance to the park facilities, an invited guest must be accompanied by a person who is residing in the park. Owner may allow immediate family members to use their home and park facilities when the owner is not present. All children, (under sixteen (16) years of age), must be accompanied by an adult when using the park facilities and they must abide by the park rules.

34. PROHIBITION AGAINST RENTAL OF MOBILE HOMES:

In order to maintain the integrity of the park as a place of permanent residence by the owners of mobile homes, no one shall at any time own more than one (1) home in Tippecanoe Village, whether alone or in conjunction with any person or persons. If the owner is not living in that home, they may rent that home. All persons renting shall be fifty-five (55) years or older. All owners renting a home must notify the office and fill out a renters form. Renters must be advised of the rules and conform to them. The Corporation requires: (a) a written application: (b) submit to, at their own expense, a criminal history investigation; (c) be interviewed by two (2) Board Members: and (d) sign a statement that they will abide by the By-Laws, Covenants and Restrictions, and Rules and Regulations of Tippecanoe Village.

35. YARD SALES:

No yard sales within the park, except at the Annual Park-wide (patio) sale.

36. R.V. SECTION:

Any vehicles kept in the parking area must have a current license, if required, and must be in running order. This includes, but is not limited to, boat trailers, boats, utility trailers, and other motor vehicles kept in the R.V. area. More than one (1) item may be kept on an assigned space and must not encroach on an adjoining space. NO DEAD STORAGE.

Residents who are assigned parking space in the R.V. area, are only allowed one (1) space. If they are in need of another space, they will be charged thirty dollars (\$30.00) per month, if space is available.

Renters will be charged thirty dollars (\$30.00) per month for each parking space used in the R.V. area, if space is available.

TVHOA, INC. is not responsible for any items parked in the R.V. area.
Items may be removed by TVHOA, Inc. at the owners expense, after due notification.

These Covenants and Restrictions have been Amended and Restated, and are now being refiled in their entirety.

In witness whereof, the Association has executed this instrument on this 6th day of March, 2020.

Suzanne Lentner, Secretary

Tippecanoe Village Home Owners Association, Inc.

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared, Suzanne Lentner, as Secretary of Tippecanoe Village Home Owners Association, Inc., a Florida Corporation, and has produced a Driver's License as identification.

The foregoing instrument was acknowledged before me on this 6th day of March, 2020.

Notary Public