

DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR  
VILLAGER PLACE TOWN HOMES

This is a Declaration of Covenants, Easements and Restrictions made on or as of this 10<sup>th</sup> day of NOVEMBER, 1983 by PULTE HOME CORPORATION, a Delaware corporation ("Declarant").

BACKGROUND

A. Declarant is the owner in fee simple of the following real estate situated in Hillsborough County, Florida, more particularly described as follows:

INT. TAX
SU. TAX
DOC. STAMP
RECORD FEE 93.00
TOTAL DUES 93.00
ACQ. NUM.
REC. CLK. MBA

All land included in the plat (hereafter called the "Plat") of VILLAGER PLACE, according to the map or plat thereof, as recorded in Plat Book 55, on Page 57, of the Public Records of Hillsborough County, Florida.

15112592 070527 101 0006 070683  
CR RECORDED BY 0875  
93.00

D10875  
CA 93.00

JAMES F. TAYLOR, JR.  
CLERK CIRCUIT COURT  
RECORDS DEPT.  
HILLSBOROUGH CO.  
TAMPA, FL 33601

Each Lot shown on the Plat is referred to herein as "a Plat Lot," and collectively they are referred to herein as "the Plat Lots." Each "Plat Lot" will be subdivided into a minimum of two (2) and a maximum of four (4) dwelling lots; referred to herein as a "Lot" or the "Lots." The term "Lot Owner" shall include each

This Instrument Was Prepared By:  
John Freemann, Pulte Home Corporation,  
3910 Northdale Blvd., Tampa, Florida 33624-

owner of a fee-simple interest in a Lot. When a Lot is owned by more than one person, the term "Lot Owner" shall refer to all owners of that Lot collectively, and that Lot shall be deemed for purposes of this Declaration to have only one Lot Owner. For example, if there are three Lots in a Building, for purposes of this Declaration, there shall be three Lot Owners, regardless of the fact that one of the Lots is owned by more than one person.

B. Declarant expects that there will be constructed on the Plat Lots, residential buildings, each of which shall be referred to herein as a "Building," and collectively as the "Buildings," each residential Building to be comprised of two or four individual dwellings, separated by party walls constructed on lines between Lots. Also, it is anticipated that one-half of a two-car detached garage will be constructed on each Lot, separated by a party wall built on the line between Lots from the other half of the garage constructed on a contiguous Lot. Each of these two car structures is referred to herein as a "Garage" and collectively as the "the Garages."

C. Declarant desires to create a plan of covenants, easements and restrictions with respect to the Lots to protect the interests of the public, Declarant, each Lot Owner and their respective heirs, successors and assigns.

COVENANTS, EASEMENTS, RESTRICTIONS  
AND ASSESSMENT LIEN

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with, the Lots, and each part thereof, and be binding on all parties having any right, title or interest in the Lots, and each part thereof, and their respective heirs, successors and assigns, and shall insure to the benefit of and be enforceable by Declarant, the County of Hillsborough, each Lot owner, and their respective heirs, successors and assigns:

1. PARTY WALLS.

a. General Rules of Law to Apply. Each wall built as part of the original construction of the Buildings and Garages on the Lots and placed on the dividing line between the Lots, and any wall replacing same, shall constitute a party wall under the provisions of this item 1. The general rules of Florida law regarding party walls shall apply thereto, except as expressly modified by this Declaration.

b. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be borne equally by the Lot Owners of the two Lots which share such party wall. Notwithstanding the foregoing, to the extent the need for repair and maintenance is caused by or results from willful acts or failure to act of a Lot Owner, or residents or invitees of only one Lot, the Lot Owner of that Lot shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper apportionment of the costs of such repair and replacement between Lot Owners shall be settled by arbitration by submitting the dispute to the Architectural Committee (hereafter defined) and the decisions of the Architectural Committee shall be binding on the Lot Owners.

c. Construction and Repair. In all construction and repair work, due precaution and care shall be taken not to damage the property of the other Lot Owners.

d. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then unless the Lot Owners in the Building decide in the manner provided in item 4 below, not to repair the structure, then the party wall shall be repaired or replaced and the owners of the two Lots which share such party wall shall contribute equally to the cost of

restoration thereof, without prejudice, however, to the right of a Lot Owner to call for a larger contribution from the other Lot Owners under the terms hereof regarding liability for willful acts or omissions, or to the right of the party or parties restoring the same to reimbursement from insurance.

e. Right to Contribution Runs with Land. The right of a Lot Owner to contribution from another Lot Owner under this item shall be appurtenant to the land and shall pass to such Lot Owner's successors in title.

2. MAINTENANCE AND REPAIR. Each Lot Owner will: keep that Lot Owner's Lot and the exterior of the improvements thereon in a clean and orderly condition; maintain the lawn and surrounding areas on that owner's Lot in neat and clean condition; keep the grass cut; keep the Lot free of trash, rubbish and items that would detract from the appearance of the Lots as a whole; keep all doors and windows in a good state of repair and maintenance; and pay his pro-rata share of the cost of exterior maintenance, repair and/or rehabilitation of the Building and Garages, whenever a majority of the owners of the Lots upon which the Building is located determine that such exterior maintenance, repair and/or rehabilitation is appropriate; a Lot Owner's pro-rata share of such cost shall be determined by dividing the number one by the number of Lots upon which the Building is located. If any Lot Owner believes that another Lot Owner is not

cleaning, maintaining and repairing that owner's Lot, and the improvements thereon, in accordance with the foregoing standards, the complaining Lot Owner may submit the complaint to the Architectural Committee for arbitration. The decision of the Architectural Committee as to whether or not the demanded cleaning, repair, or maintenance shall be performed shall be binding and final.

3. INSURANCE. Each Lot Owner shall obtain and at all times maintain insurance for the improvements on that owner's Lot against loss or damage by fire, lightning and such other hazards as are ordinarily insured against in fire and extended coverage policies issued on residential dwellings in Tampa, Florida, in amounts at all times sufficient to prevent the Lot Owner from becoming a co-insurer under the terms of any applicable co-insurance clause or provision, and not less than the actual replacement cost of such structure, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance:

(a) shall be obtained from an insurance company authorized to write such insurance in the State of Florida which has a financial rating of Class VI, or better, or if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;

(b) shall be written so as to designate the other Lot Owners in the Building and their mortgagees as co-insureds, as their interests may appear;

(c) shall contain a waiver of subrogation of rights by the carrier as to all Lot Owners and their family members, tenants and guests; and

(d) shall provide that the other Lot Owners in the Building and named mortgagees shall receive no less than ten (10) days written notice prior to cancellation, and the opportunity to cure defaults and to pay premiums.

By acceptance of a deed to a Lot, each Lot Owner waives his right to recover against other Lot Owners and their family members, tenants and guests for damage to a Building or its contents normally covered by a standard fire and extended coverage policy, unless the damage arises out of a willful but not negligent act, it being the intent hereof that each Lot Owner look to his own insurance carrier for damage to a dwelling. No insurance carrier shall have a right of subrogation against a Lot Owner or his family members, tenants and guests.

Each Lot Owner shall provide the other Lot Owners in the Building with a memorandum copy or other reasonable evidence of the insurance policy so obtained, and evidence of premium payment.

In the event any Lot Owner shall fail to obtain or maintain such insurance in effect, another Lot Owner or Owners in the Building may obtain the same, and the cost thereof, together with interest at the highest rate thereon then permitted by law, shall immediately upon payment thereof be due and owing by the Lot Owner of the Lot for which such insurance was obtained. Failure at any time of Lot Owner to provide evidence of such insurance to the other Lot Owners in the Building shall be conclusive evidence to the other Lot Owners that such insurance is not being maintained, and entitle such Lot Owners to acquire the same.

Nothing contained herein shall prohibit the Lot Owners in a Building from obtaining a single policy on the entire Building and Garage, with standard loss payable endorsements to their respective mortgagees, if all of the Lot Owners in that Building so agree.

4. DAMAGE OR DESTRUCTION. In the event the improvements on a Lot shall suffer damage or destruction, the insurance proceeds payable by reason thereof shall be utilized to pay the cost of repair, restoration, or reconstruction, and, if the proceeds available from such insurance are insufficient to pay such cost, the repair, restoration, or reconstruction shall be made, in any event, and the deficiency paid by the Lot Owner of the Lot on which such improvements were damaged or destroyed, provided that if the Lot Owners in a Building had obtained a single policy, then each Lot Owner shall pay his pro-rata share of such

deficiency, determined by dividing the number one by the number of Lots on which that Building is located. Should any such Lot Owner fail or refuse after reasonable notice to pay such deficiency or undertake such repair, restoration or reconstruction, the majority of the other Lot Owners in that Building may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owing by the Lot Owner failing to undertake such work or pay the cost thereof.

In the event that all of the dwellings in a Building suffer total destruction, then the Lot Owners, upon the approval of the owners of not less than three-fourths of the Lots in that Building and three-fourths of the mortgagees holding first mortgages on Lots in that Building may elect not to repair the same, in which event the Lots upon which such destroyed Building is located shall be sold as a single parcel, and the proceeds divided equally among such Lot Owners, (and their respective mortgagees, as their interests may appear.)

5. ARCHITECTURAL CONTROL. The Architectural Committee shall originally consist of two representatives appointed by Declarant. Declarant may remove the representatives appointed by it at any time and designate substitute committee members. Declarant shall have the right to designate the two members of the Architectural Committee until such time as they relinquish their right to do so by sending written notice to each Lot Owner at the address of the

Lot, or until such time as Declarant has conveyed all the Lots to purchasers. When the Declarant is no longer entitled to appoint representatives to the Architectural Committee, thereafter the Committee shall consist of three members elected from time to time by a majority of the Lot Owners; members elected by Lot Owners shall serve until their successor is elected. Elections shall be held in such manner and at such times as determined from time to time by a majority of the Lot Owners. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots, other than originally constructed by Declarant or its designee, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location have been approved in writing by the Architectural Committee, which approval shall depend upon the harmony of external design and location in relation to surrounding structures and topography. No color or other material structure change shall be made to any portion of a Building, fence, wall or other structure which is visible from outside a Building unless the change is approved in writing by the Architectural Committee.

6. USES. No lot shall be used other than for residential purposes. In addition:

a. No noxious or offensive activity shall be carried on upon any Lot, nor may any Lot be used in any way or for

any purpose which may unreasonably disturb the occupants of the dwelling on any other Lot, or which constitutes a nuisance to such occupants.

b. No business activities of any kind whatever shall be conducted on the Lot, provided, however, (i) the foregoing shall not apply to the business activities, or the construction and maintenance of buildings, if any, of Declarant, his agents and assigns, during the construction and sale period, (ii) professional and quasi-professional occupants may use a dwelling as an auxiliary or secondary facility to an office established elsewhere; and (iii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or making personal or business telephone calls or engaging in correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

c. No dwelling on any Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and

linen, busboy service, and like services; otherwise, dwellings may be rented for residential purposes.

d. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, they are limited in number so as not to cause a nuisance or disturbance to others, and they are not permitted to run loose.

e. No boat, truck with more than four wheels, trailer, camper, inoperative vehicle, or similar vehicle shall be stored, temporarily or permanently, on any Lot unless the same is stored within a Garage on that Lot.

f. No structure of a temporary character, such as a tent, shack, trailer, or other outbuilding shall be placed on any portion of a Lot at any time, either temporarily or permanently. No Garage may be enclosed or used as part of the dwelling.

7. BUILDING; CONSTRUCTION; EXTERIOR APPEARANCE.

a. Only one single family attached dwelling and one-half of a two-car garage may be erected or maintained on any Lot. It is understood and agreed by Declarant, for itself and each owner of Lot hereafter, that no Lot, by itself, is of sufficient size and configuration that, by reason of present zoning and building regulations, or by reason of present good land use planning, it would support a free standing single family structure, and Declarant, and each Lot Owner by acceptance of a deed to a Lot, agrees that the limitation of use of the Lots for one single family attached dwelling per Lot is reasonable and does not and will not constitute an unreasonable limitation on use of the Lots.

b. No structure, other than a dwelling, half of a Garage, patio fencing, and such other improvements as may originally have been constructed by Declarant, or its designee, shall be permitted on the Lots.

c. Any building or buildings or structure erected upon the Lot or Lots shall be of new construction and no building or structure shall be moved from another location onto a Lot or the Lots.

d. No building constructed on the Lots shall be more than two stories high above grade.

e. Nothing shall be caused or permitted to be hung, displayed, or stored on the outside of windows or placed on the outside walls of a building or on the exterior walls of the patios, or otherwise outside of the dwelling on a Lot, other than inoffensive decorative plants and landscaping and no awning, canopy, shutter or radio or television antenna or any other device or ornament shall be affixed to or placed upon the exterior walls, roof, or exterior patio walls, other than originally provided by Declarant or its designee, except with the consent of the Architectural Committee. Nothing shall be permitted to be displayed from the inside of windows or within a patio area that has a deleterious effect upon the other Lot.

f. No sign or billboard of any kind shall be erected or maintained on any Lot, except (i) one sign of not more than four square feet advertising the Lot for rent or sale, and (ii) signs used by Declarant or its designee to advertise Lots and residences for sale during the construction and initial sales period, and (iii) such signs, if any, as may be approved by the Architectural Committee.

g. All clotheslines, equipment, garbage cans, service yards, woodpiles, and any other items stored outside, shall be kept screened by adequate planting or fencing so as to conceal them from view of the other Lots and public view. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

h. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon a Lot without the consent of the Lot Owners in that Building and the consent of the Architectural Committee.

i. Except with regard to improvements originally constructed by the Declarant or its designee, no fence shall be erected without the consent of the Architectural Committee, and if such fencing is permitted, no wire fence shall be erected or permitted to be maintained higher than forty-eight inches above ground level. No fence constructed for screening purposes shall be erected or permitted to be maintained higher than seventy-two inches above ground level, and no such fence or other obstruction shall be erected or be permitted to be maintained between the driveways that are situated between contiguous Lots. In addition, no fence, wall, hedge or shrub planting which obstructs

sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines so extended. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8. EASEMENT FOR ENCROACHMENTS. Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments for the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9. EASEMENTS FOR UTILITIES AND SERVICES. There is hereby created upon, across, over and under each Lot easement for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water,

sewers, gas, telephones and electricity, and a master television antenna system or cable television. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain wires, circuits and conduits on, above, across and under the roofs and exterior walls of structures, and it shall be expressly permissible for the providing utility company, and each Lot Owner, to forcibly enter the residence on either Lot in an emergency endangering life or property. An easement is further granted to all police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Lots except as initially programmed and approved by the Declarant or hereafter approved by the owners of Lots over which lines are proposed. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Lot Owner by acceptance of a deed to a Lot agrees to execute such document.

10. GENERAL PROVISIONS.

a. Enforcement. Declarant, the County of Hillsborough, each Lot owner and the Architectural Committee shall have the

right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any such benefitted party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

b. Special Assessment Lien. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, including, without limitation, the obligations with regard to the party wall contained in Section 1, hereof; the cleaning, repair, and maintenance obligations contained in Section 2, hereof; the obligation to maintain insurance contained in Section 2, hereof; the obligation to repair all damage or destruction contained in Section 4, hereof; the obligation to allow no improvements to be constructed upon the premises unless in accordance with the provisions of Section 5, hereof; and the obligation to comply with all requirements in Sections 6, 7, and elsewhere herein. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Architectural Committee, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance including, without limitation, cleaning, repair, maintenance, and reconstruction activities; the obtaining of insurance required to be maintained by the Lot Owner; and the removal of improvements or any other action

required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Architectural Association in causing such compliance together with interest thereon at the highest rate of interest allowed by law shall be immediately due and payable from the Lot Owner to the Architectural Committee, and the Architectural Committee shall be entitled to a valid lien as security for the payment of such costs incurred, which lien shall be effective from the date that the Architectural Committee records a claim of lien in the public records of Hillsborough County. The lien described in this subsection "b" shall be deemed subject and subordinate to any first mortgage lien filed prior to the recording of such a claim of lien or prior to the date that the Architectural Committee obtains and records a judgment against such Lot Owner, whichever is the first to occur.

c. Joint and Several Obligations. Each and every obligation of a Lot Owner hereunder shall be the joint and several obligation of each owner of a fee simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto to or by one of such joint owners, shall be deemed given, taken, or received by all such joint owners.

d. Severability. Invalidation of any one of these covenants, easements or restrictions by judgment or court

order shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

e. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless terminated by agreement of the owners of three-fourths of the Lots. This Declaration may be amended by a duly executed and recorded instrument signed by the owners of no less than three-fourths of the Lots, and by three-fourths of the first mortgagees with mortgages on Lots, provided that any such amendment during must also be approved by the Declarant so long as Declarant owns a Lot. Notwithstanding the foregoing, and in addition thereto, the consent of all owners shall be required for any amendment hereto which effects a change in (1) the method of dividing the assessments, (2) the provisions dealing with insurance or reconstruction after casualty, or (3) the provisions dealing with amendment of this Declaration. A holder or insurer of a first mortgage on any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot), shall be entitled to timely written notice of any proposed amendment hereto.

f. Notices. Notices to Declarant must be given by certified mail, return receipt requested, to:

Pulte Home Corporation  
P.O. Box 270900  
Tampa, Florida 33688

Declarant may designate a different address to be used hereunder recording a notice so stating in the public records of Hillsborough County, Florida.

g. Additional Construction. Declarant may intend to retain ownership of part of the property covered by this Declaration for future development of additional townhouses thereon. Nothing in this Declaration shall in any way limit, restrict, impair or interfere with Declarant's right to construct such additional townhouses at any time in the future, or to conduct all activities which are in the opinion of the Declarant helpful with respect to such construction or with respect to selling such additional townhouses, including but not limited to the right to maintain a construction trailer or trailers on the property, a sales office, a model, and promotional signs. The rights stated in this paragraph captioned Additional Construction are reserved to Declarant, despite anything in this Declaration to the contrary, and such reserved rights shall also run to any party designated by Declarant as a "successor developer" under this Declaration, by written instrument recorded in the public

records of Hillsborough County, Florida. Any provisions of this Declaration that conflict with this paragraph captioned Additional Construction shall be deemed automatically modified to the extent necessary to make them consistent with this paragraph.

h. Captions. The paragraph captions are for convenience only, and shall not be deemed to in any affect or limit the interpretations or content of the paragraphs.

i. Reduction. If any covenant, restriction, easement or provisions contained in this instrument is invalid or unenforceable because its duration as provided above herein exceeds a permissible or reasonable duration under any statute or rule of law or equity, then it is expressly agreed by the Declarant and any party having any interest in a Lot, that the duration of said covenant, restriction, easement or provision shall automatically be limited and reduced, ipso facto, to such duration as will be deemed permissible or reasonable under the applicable statute or rule of law or equity.

j. Implied Terms. No attempt has been made to cover every possible contingency that may arise by virtue of the close proximity of the Lots and their common walls. All Lot Owners, by accepting a deed or other interest in any Lot, agree that

such additional covenants, restrictions, easements, and provisions shall be implied herein as are reasonable and necessary to carry out the intent of Declaration to allow each Lot Owner to enjoy the full use and benefit of his Lot, and to maintain same as a residence on the Lot as part of the development as constructed by Declarant.

IN WITNESS WHEREOF, the Declarant herein, PULTE HOME CORPORATION, has caused this instrument to be executed on its behalf as of the 10<sup>th</sup> day of NOVEMBER, 19 83.

Signed and acknowledged in the presence of:

William A. Freeman  
Jarvis W. Hicks

PULTE HOME CORPORATION

By: John W. Freeman  
Attorney-In-Fact

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 19 83, by John W. Freeman, Attorney-In-Fact of PULTE HOME CORPORATION, a Delaware corporation, on behalf of the corporation.

Vicki Diane Edmiston  
Notary Public  
My Commission Expires 8/15/84  
Notary Public, Florida, State of Charge  
My Commission Expires Aug. 19, 1984