

CASA HOMEOWNERS ASSOCIATION, INC.

Zephyrhills, Florida

COVENANTS AND RESTRICTIONS

Amended February 22, 2022

INSTR# 2022062057 BK 10572 PG 2086
03/16/2022 10:28am Page 1 of 11
Rcpt: 2429913 Rec: 95.00
DS: 0.00 IT: 0.00
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Know All Men by These Present That: Whereas, Casa Homeowners Association, Inc. a Florida Corporation not for profit organization under the laws of the State of Florida filed on March 7, 1988, as shown by the records of this office under charter number 759745.

Now let it be further understood that the Casa Homeowners Association was formed and Tracts A and B (common areas) were deeded from Reddge, Inc., a Florida Corporation, this indenture made on September 28, 1981.

And whereas, the Reddge, Inc., a Florida Corporation herein after referred to as the "DEVELOPER", placed certain COVENANTS AND RESTRICTIONS for the use of said property recorded in OFFICIAL RECORD BOOK 20, pages 32-34 et. seg. and Book 22, pages 95-96 of the public records of Pasco County, Florida, which covenants and restrictions Casa Homeowners Association, Inc. WISHES to amend

Now therefore the Covenants and Restrictions appearing in Official Record Book 1143, pages 555 through 557 of the public records of Pasco County, Florida were amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 1554, pages 0094-0097 and Official Record Book 1886, pages 0985-0986 of the public records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 3115, pages 0279-0284, Official Record Book 3289, pages 0467-0468, Official Record Book 3705, pages 0345-0347 and Official Record Book 3713, page 0888 of the public records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 4860, pages 1745-1750 of the public Records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 7771, pages 494-499 of the public Records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 8023, pages 869-875 of the public Records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 8273, pages 62-69 of the public Records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 8659, pages 3448-3456 of the public Records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 8835, pages 2953-2961 of the public Records of Pasco County, Florida, which were further amended by revoking them in their entirety and replacing them with Covenants and

Restrictions appearing in Official Record Book 9159, pages 3425-3434 of the public Records of Pasco County, Florida. which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 9333, pages 3425-2843 of the public Records of Pasco County, Florida. which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 9159, pages 3425-3434 of the public Records of Pasco County, Florida. which were further amended by revoking them in their entirety and replacing them with Covenants and Restrictions appearing in Official Record Book 9875, page 381 of the public Records of Pasco County, Florida.

Now, therefore, the Covenants and Restrictions appearing in Official Record Book 10069, page 912 of the public records of Pasco County, Florida are amended by revoking them in their entirety and are hereby amended as follows:

Section 1. These covenants and restrictions shall run with the laws comprising the subdivision as defined above and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of Reddge, Inc. and the owners of all lots in the subdivision.

Section 2. Casa Homeowners Association will consist of a clubhouse, pool, shuffleboard courts and future improvements. Each lot owner shall be required to join the Casa Homeowners Association and shall own a proportionate share of all recreational and common areas. Each lot in the subdivision (Phase I and Phase II-172 lots) shall carry with it only one (1) vote in the Casa Homeowners Association. Lot owners, including Reddge, Inc., shall be charged a fee per month to be collected (semiannually) in advance. This fee shall be charged as per Articles of Incorporation III, under Powers of the Association's annual meeting or any special meeting of the Association. This membership fee shall be used by the Association for maintenance, upkeep, improvements, utility fees, including street lighting, and purchase of necessary supplies and equipment for the recreational facilities, and all common areas.

Section 3. Single family residential use only: No lots or parcels within this subdivision shall be used for any purpose other than solely and exclusively for a single-family manufactured home dwelling. Single family is defined as consisting of up to two occupants, one of which shall be 55 years of age or older. The second occupant shall be a spouse or cohabitating partner. Exception to this two-occupant definition is granted in cases where a disabled family member(s) 18 years of age or older lives in the home or where a caregiver(s) lives in the home. Further exception to the terms of this Section is granted in the case of hardship, as set forth in Section 7 of this document.

Section 4. All residences shall be a manufactured home, herein after referred to as "home". Said home to be a double wide not less than 864 square feet of living space, and not more than five (5) model years old, not previously titled to anyone other than a licensed Manufactured Home Dealer. To assure the prospective owner(s) that the home conforms to Casa Homeowners Association's specifications, two Directors of Casa Homeowners Association shall conduct a walk-through inspection of the home prior to the signing of a

purchase agreement for that home. Minimum improvements for each home shall be skirting, a concrete driveway, a carport, and utility building. All improvements shall be completed ninety (90) days after the home is set on the lot. All homes shall be situated on the lot per Pasco County zoning and building codes.

Section 5. Commercialization of lots or homes is prohibited. Specifically, among other meanings, commercialization means the purchase and ownership of a home in Casa Del Sol for the purpose of renting or leasing it to another party. If situations prevent a homeowner from occupying their home temporarily, the homeowner may rent or lease the home to another qualifying party, but for no more than six months in a calendar year. Lots and houses must be owned and deeded to the same owner. No home or lot may be sold or deeded independently of each other specifically but not limited to the purpose of creating a Co-Op or LLC. within the community. There will be an exception to this restriction if the homeowner(s) wishes to sell his (her) home with the intention of replacing the home with a newer home on the existing lot using the specification in section 4.

Section 6. All homes must be fully skirted with dress block, aluminum or some equally suitable material to be determined by the Casa Homeowners Board of Directors. Any structures which are necessary to the dwelling such as garage, carports, porches, utility rooms, and the like shall be attached to and be an integral part of the home and must be constructed with similar building materials and finishes to those used on the remainder of the house. The roof of any added structure must conform to the existing construction material and roof line. Additions to any existing home must be approved by the Casa Board of Directors at a regularly scheduled board meeting or special meeting prior to commencement of construction. The homeowner is solely responsible to secure any permits required by Pasco County. No separate or detached structure of any type shall be permitted on any lot. No fences, walls, or other enclosures or dividers of any kind shall be constructed, permitted or maintained on any lot. Any improvement or structure forbidden in this section that was in existence on February 1, 2019 shall be deemed non-conforming but allowed to remain.

Section 7. This manufactured home subdivision shall be an older persons' subdivision and has operated as an older person's subdivision prior to March 12, 1989. No permanent resident or occupant shall be under 18 years of age. At least one person 55 years of age or older must be a permanent occupant of each home. No home in this subdivision shall be set up for time-sharing or similar ownership sharing. Persons between the ages of 18 and 55 may occupy and reside in a home so long as one of the occupants is 55 years of age or older. Any qualifying person(s) temporarily occupying a home in the Casa del Sol subdivision in the absence of the owner may do so only for a period not to exceed six months. The prior sentence is not applicable to (former) owners who have assigned title of their home to a family member with the understanding that the former owner will continue to occupy the home as long as they are willing and able. The Association's Board of Directors, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals who are more than 18 years of age, but less than 55 years of age, to

occupy a unit to meet situations such as the death or disability of a spouse, family member, or co-occupant. All sales and leases shall be subject to the prior approval of the Board of Directors to assure compliance with this provision and to assure that no hardship exception shall be granted which will raise the total percentage of such occupied homes to above twenty (20%) percent. The Board of Directors shall be further authorized to make such capital improvements, where practicable, which are necessary to ensure the provision of facilities for older persons in the subdivision. Temporary visits by children under 18 years of age are not prohibited; however, temporary visits are limited to 60 days in any *consecutive* 12-month period. Upon any resident in the park filing a complaint with the Board under oath regarding this 60 day in any 12 consecutive month provision, which complaint appears on its face to be factual, the Board may file with the appropriate Court in Dade City, Pasco County, for a temporary injunction requiring correction of the violation within 5 days. If not corrected, within the days, then for a mandatory injunction including eviction from the park in the case of a person living in the park, which is prohibited by the 55 and older provisions of the Articles of Incorporation, the Covenants, Rules or By-Laws of Casa Del Sol. This injunction may be filed ex-parte and if granted, will provide for a return hearing date providing time when the offending party may show to the court why the injunction should be dissolved. Any visiting minor children using any of the recreational facilities must be accompanied by a responsible adult, defined as the homeowner being visited or another resident of Casa del Sol designated by the homeowner, or the legal adult guardian of the minor(s). It is the responsibility of the Casa homeowner to advise all guests of the rules governing the use of the common areas.

Section 8. Smoking shall not be permitted in the common areas, which include the clubhouse, clubhouse porch, parking lot, swimming pool area and shuffleboard courts area. Consumption of alcoholic beverages shall not be permitted in the common areas, which include the pool area and shuffleboard courts. Consumption of beer or wine shall be permitted in the clubhouse by Casa del Sol residents and their accompanied, invited guests. Any alcoholic beverage to be consumed in the clubhouse shall be on a 'bring your own bottle' basis. No alcoholic beverages shall be consumed in the clubhouse during any event that is open to the public (e.g. jams, patio sales and similar events).

Section 9. Casa del Sol is a "No Pets" community. No livestock of any kind shall be kept including chickens or other fowl, and no pets of any type other than small birds, such as parakeets, canaries or similar birds, on any lot in the subdivision.

Casa Homeowners Association, however, does not discriminate against persons with disabilities, in keeping with the Fair Housing Act and HUD regulations. Such persons shall request reasonable accommodation for keeping a Service Animal (SA) or Emotional Support Animal (ESA) in their home.

A SA shall comply with the Americans with Disability Act (ADA) and Florida Statute 413.08. No restrictions can be placed on a SA with regard to its breed, size, weight or where it can go when accompanying its handler. It is a crime, felony fraud, to claim a pet, or ESA, as a SA with ADA rights.

ESAs are not the same as SAs. ESAs are therapeutic pets, prescribed by a therapist or psychiatrist or doctor to help the disabled with emotional difficulties or loneliness. They may include dogs, cats or birds. Under the US Federal Laws, ESAs cannot go into no-pets-allowed places, but they are allowed to live in “no-pet” housing and to travel in cabins of airplanes when accompanied by a note from the owner’s physician or medical professional.

In order for Casa Homeowners Association to follow due diligence in evaluating a request for reasonable accommodation of a SA or an ESA, the petitioner shall provide to its Board of Directors an original copy, dated, signed, typewritten or legibly handwritten, letter from a qualified physician, therapist or psychiatrist on the practitioner’s letterhead that contains the following information.

A statement that explains the relationship between the petitioner’s disability and their need for the SA or ESA.

ESAs that do not satisfy the definition of a SA shall abide by the following rules. Failure by the owner to adhere to these restrictions shall be cause to evict the animal from Casa del Sol.

Rules for Housing ESAs

1. Since Casa del Sol is a “no-pets-allowed” community, ESAs shall be confined to the owner’s home, vehicle or public streets. Owners are forbidden from taking their ESAs onto the property of other homeowners, unless the other homeowner gives permission to do so.
2. If the ESA is a dog and the dog is prone to bark, especially when it is left unattended, the owner shall not leave the dog unattended in the home.

3. Any person who walks their ESA shall confine such activity to their own property or the public streets. When walking the animal, the owner shall keep the animal on a leash no longer than six feet in length, an equivalent electronically controlled restraint or some other form of restraint such as a stroller. The owner shall immediately clean up after the animal when it defecates during the walk.

4. ESAs shall not be tethered outside unattended at any time.

5. ESA's shall not enter the Common Areas.

6. Within ten days of a new resident entering Casa del Sol with a SA or ESA, their SA or ESA shall be appropriately licensed and immunized as required by the State of Florida and Pasco County, Florida. Original documentation attesting that these requirements have been met shall be presented to a member of the Board of Directors within eleven days of the date the animal enters Casa del Sol. For any permanent residents of Casa del Sol with a SA or ESA, the required documentation shall be provided to the Board of Directors immediately. Any renewal of the license or immunization shall be documented in the same fashion as above and presented to the Board of Directors as soon as it becomes available.

7. The owner shall prevent the ESA from being a threat to any person who approaches the owner or the owner's premises. The owner of the animal shall be responsible for any negligent behavior on the part of their animal and shall hold Casa del Sol blameless.

8. The owner of the ESA shall use all measures available to ensure that their animal does not cause any disturbances in the community or to their neighbors.

Section 10. No activity shall be permitted upon any lot or in any of the common areas, which may be or become a nuisance to the subdivision.

Section 11. All lot owners shall provide for the maintenance of their lots and the exterior of their homes. Each lot in the subdivision shall be kept in a clean and attractive condition at all times. All lawns shall be mowed regularly every 7 days but not later than 10 days during the growing season and shall be weeded, edged, fertilized, and treated for disease or insect infestation as needed in order to maintain an attractive appearance. All shrubs and bushes shall be kept neatly trimmed and pruned. Garden flower and plant beds shall be maintained and weeded regularly. The exterior of the home and any appurtenant structures

shall be kept in a neat, clean and attractive state and in a state of good repair. The exterior shall be washed or painted as needed to satisfy the foregoing requirement. Failure of the homeowner to conform to this restriction within the time frame below after being notified by the Board of Directors shall allow the Casa Homeowners Association to cause the maintenance to be performed by a professional service at the lot owner's expense. These requirements shall be enforced within the following timeframe. Non-payment of such charges shall constitute a lien to be placed on the property.

Lawns during the summer growing season	10 days after notification
Other requirements	21 days after notification

Section 12. Parking is limited to the homeowner's driveway. Resident-owned recreational vehicles (R.V.s), boats and trailers of any kind may be parked in the driveway for up to 72 hours for minor repairs, loading and unloading only. Resident-owned recreational vehicles (R.V.s), boats and trailers of any kind or commercial trucks may not be stored or maintained on any homeowner's lot. There shall be no permanent parking allowed in the parking lot of clubhouse. Parking of R.V.s is prohibited in the clubhouse parking lot. Non-resident-owned R.V.s, boats or trailers may not be parked overnight anywhere in the subdivision for any reason.

Section 13. No home or building shall be constructed on any lot without prior approval of the Casa Homeowners Association Board of Directors.

Section 14. Tracts A and B (common areas) are dedicated to the Association and shall be maintained by the Association.

Section 15. The intent of these restrictions is to maintain the subdivision against encroachment of commercial or objectionable features and shall be so treated and interpreted.

Section 16. These restrictions shall be a covenant running with the land and shall be binding on all parties and for all persons claiming under or through them for a period of twenty-five (25) years from the date thereof and be automatically extended for an additional twenty-five (25) years unless the Casa Homeowners Association vacates same.

Section 17. A proposal to amend these Covenants and Restrictions may be initiated by either the Board of Directors or upon written request signed by ten percent (10%) of the lot owners and presented to the Board of Directors no later than forty-five (45) days prior to the meeting at which the amendment shall be considered. These restrictions and covenants may be revised, rewritten, or amended at the Annual Meeting or any special meeting by an affirmative vote of sixty percent (60%) of the fee-paying, recorded lot owners present or by proxy votes of lot owners not present, provided that thirty (30) days written notice of

the proposed revisions, rewritings or amendments is furnished to every recorded lot owner and provided there is a quorum of thirty (30%) of the lot owners, whether present or represented by valid proxies. The quorum must be maintained during the entire length of the meeting for passage of any business. Any lot owner not present at the meeting at which the change will be voted on or who does not submit a valid proxy vote for that meeting shall not be counted in the sixty (60%) percent.

Proxies will be made and supplied by the Association's Secretary but can also be made and supplied by the proxy-giver. The proxy form shall consist of two pages. The first page shall indicate the recorded lot owner's (s) name (s), lot number, signature (s) who is (are) authorizing the proxy and the date on which the proxy will be voted. The second page shall be set up to be marked with a "FOR" or "OPPOSED" vote for each item that shall be considered at the meeting. Only one (1) vote is permitted per lot.

To be valid, the two-page proxy shall be filled out completely and enclosed in a sealed envelope addressed to the Casa Homeowners Association; Attention: Vote Tabulating Committee. Reference Casa By-Laws Article II, Section 1.c. Once the proxy is completed and placed in a sealed envelope, the proxy-giver can either hand it to a neighbor/friend who is a recorded Casa lot owner to be brought to the meeting or turn it in to the Association via US Mail, or hand it to a Director. The Vote Tabulating Committee shall open the sealed proxies at the meeting for which they are intended and tabulate the results. No lot owner may accept more than two (2) proxies for any given meeting. Any proxy shall be effective only for the specific meeting for which originally given and lawfully adjourned meeting thereof. Incomplete, unsigned, or improper proxies shall be disqualified and not counted.

Section 18. The invalidation of any of these restrictions and covenants by a decree of any court of competent jurisdiction or by any legislative enactment or other legal means shall no way affect any of the other provisions thereof which shall remain in full force and effect.

Section 19. In case of conflict between these Restrictions and the By-Laws, the Restrictions shall prevail and control. The enforcement of these Restrictions shall be by the Board of Directors of Casa Homeowners Association.

Section 20. Such dues, assessments, liens or fines determined appropriate by the Association Board of Directors, shall become, on or after due notice, an encumbrance on the lot and may be collected by due process of law. For those items referenced in Sec. 6 in violation of these restrictions determined by the Board shall be removed. The Association Board of Directors shall have the power to fine any violator. Reference Articles of Incorporation, Article III, 3.2h & j.

Section 21. It is the responsibility of the lot owner to notify any resident of their home when the lot owner is not present that the resident must abide by the Covenants and Restrictions and By-Laws. If a resident caused a violation, it will be the responsibility of the lot owner and resident to ensure that such violation is corrected. If the violation is not corrected, the lot owner will face the consequences of having a penalty levied against them in accordance with the terms of the By-Laws.

It is the responsibility of the lot owner to notify the Board of Directors of any change of status of their property. A status change occurs whenever the occupancy of the home changes.

Section 22. Casa Homeowners Association acknowledges and embraces the content of Florida Statute 720.304: Right of Owners to Peaceably Assemble, which states;

“All common areas and recreational facilities serving any homeowners’ association shall be available to parcel owners in the homeowners’ association served thereby and their invited guests for the use intended for such common areas and recreational facilities. The entity or entities responsible for the operation of the common areas and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. No entity or entities shall unreasonably restrict any parcel owner’s right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.”

The following rules apply to the use of the Common Areas by Casa homeowners and their invited guests:

A homeowner desiring to use the common areas for an event shall complete an application form supplied by the Board for this purpose to a Board member at least 30 days (when possible) prior to the requested date. The application shall include the date and time desired, which of the common areas facilities they wish to use, the type of event, and an estimate of the number of attendees. The number of attendees of the event shall conform to the maximum capacity of the clubhouse hall set by the fire marshal when use of the clubhouse is requested. If the request includes use of the swimming pool, the posted occupancy limit, which currently indicates 20 persons, shall be adhered to. The Board shall consider the nature of the request, the seating capacity of the clubhouse hall and the scheduling of Casa activities in its decision to approve or deny the request.

The requesting owner shall sign a document that holds themselves responsible for repairing and paying for any damage to Casa property that occurs during the event.

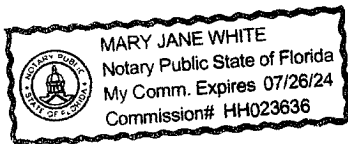
A responsible adult, defined as the homeowner hosting the event or another resident of Casa del Sol designated by the host or the legal adult guardian of the minor(s) shall accompany and supervise any invited guests who are minors whenever they use the swimming pool or shuffleboard courts. It is the responsibility of the Casa homeowner to inform all guests of the rules governing the use of the common area(s).

The common areas shall be left as found, clean with all trash removed from the premises. Supplies of the Activities Club shall not be used unless prior arrangements are made to reimburse the Activities Club for materials used. All lights and utilities shall be shut off and the doors locked when the event is over.

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY, that on this 16th day of March 2022, before me personally appeared Frank Brooks and Patricia Bateman Secretary and Treasurer respectively of CASA HOMEOWNERS ASSOCIATION, INC., a corporation under the laws of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and that they affixed thereto the seal of the corporation, and that instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Zephyrhills, Pasco County, Florida, the date and year last aforesaid.



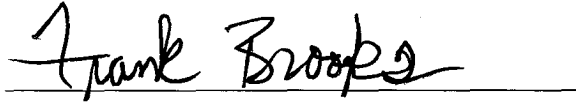
Mary Jane White

My commission expires 07/26/2024

Return to: Casa Homeowners Association, Inc.
4840 Dorado Street
Zephyrhills, FL 33541

The requesting homeowner should make a monetary donation to Casa Homeowners Association to cover the incidental costs incurred by the Association to host the event. The Board suggests that a \$25 donation will offset the incidental costs incurred to operate the common areas during the event.

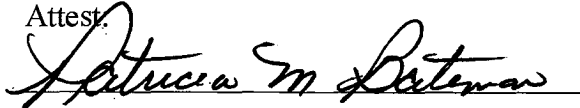
In witness whereof, the undersigned have caused these presents to be signed in the name of said corporation and its corporation seal to be affixed, attested by its secretary, this 16th day of March 2022.



Frank Brooks Secretary

Casa Homeowners Association, Inc.

Attest.



Patricia Bateman Treasurer

Casa Homeowners Association, Inc.