

Viva Villas

Deed Restrictions

Effective:
January 1, 2022
Thru
December 31, 2031

Deed Restrictions

1. Know by these presents that the following restrictions and
2. easements are hereby adopted by Viva Villas Civic Association, Inc.,
3. hereinafter referred to as the "ASSOCIATION" as
4. Restrictions and Easements for:
5. VIVA VILLAS and
6. VIVA VILLAS, FIRST ADDITION PHASE I and
7. VIVA VILLAS, FIRST ADDITION, PHASE II
8. According to the plat filed simultaneously herewith in the public
9. records of Pasco County, Florida, in Plat Book 13, 15&16: Pages 3&4,
10. 130&131, 75&76 and all lots in said blocks are sold subject to the
11. following restrictions and limitations which shall be covenants that
12. shall run with the land and which are binding alike upon the heirs,
13. personal representatives, assigns, successors in interest, whether in
14. privity or not in privity, or by acceptance of the deed, agree to abide
15. by, perform and carry out said restrictions, limitations and
16. conditions as one of the express considerations of conveyance.
17. These restrictions are to follow each successive transfer of VIVA
18. VILLAS property, whether or not mentioned by future grantors and
19. shall be in full force and effect until December 31, 2010, except
20. as otherwise specifically provided.
19. 1. RESIDENTIAL LOTS: All lots in said subdivision shall be
20. known and described as residential lots. No structure shall be
21. constructed on any parcel of land other than (1) single private
22. family dwelling with attached private garage of the same
23. architecture and general design as the residence. No lot shall be
24. reduced or increased in size by any method whatsoever without

25. prior consent of the ASSOCIATION. Common park area is not
26. subject to this restriction.

27. 2. MINIMUM FLOOR AREA: All residences shall have a
28. minimum of one thousand, two hundred (1200) square feet for a one
29. story dwelling, and one thousand, five hundred (1500) square feet
30. for a two story dwelling, exclusive of screened porches, patios,
31. breezeways or garages.

32. 3. GARAGE: All dwellings shall have at least a one-car
33. garage. No carports shall be allowed.

34. 4. BUILDING SET-BACKS: No dwelling walls shall be
35. erected nearer than twenty-five (25) feet to any front street lot line,
36. nor nearer than twenty-five (25) feet to any side street lot line,
37. twenty (20) feet to any rear street lot line, nor nearer than eight
38. and one-half (8 1/2) feet to any interior lot line. Set-back lines for
39. corner and odd-shaped lots shall be as nearly as possible as set out
40. above, except that variations may be authorized by the
41. ASSOCIATION with the consent of the County Building
42. Department at the time that plans are submitted for approval.

43. 5. TYPE OF CONSTRUCTION: All dwellings on said lots
44. must be constructed of new materials. The first floor walls of all
45. dwellings shall be of frame, masonry, or masonry veneer
46. construction. All concrete block houses and/or walls shall have a
47. stucco finish unless decorative block is used for decorative purposes.
48. All roof coverings shall be cement tile, 240 pound asphalt shingle, or
49. wood split shake, except Florida rooms, porches, or other flat deck
50. areas which may be built with built-up roofing or aluminum. Any
51. deviation from these approved materials must receive the specific
52. approval of the ASSOCIATION with the consent of the County
53. Building Department.

54. 6. FENCES, WALLS, OTHER STRUCTURES AND

55. OBSTRUCTIONS: No fence shall be over six (6) feet in height and
56. should be within two (2) inches of property line.

57. 7. LANDSCAPING: All dwellings shall be constructed with
58. concrete driveways, walks, solid sodded front, side and rear yards.

59. 8. CLOTHES DRYING: Portable rotary, wind-up
60. disappearing or permanent clothes lines shall be used, provided
61. they are hidden from view.

62. 9. TEMPORARY STRUCTURES: trailers, tents, shacks, barns
63. or any temporary buildings of any nature are expressly prohibited
64. within this subdivision, and no temporary residence shall be
65. permitted in unfinished residential buildings. Storage sheds
66. shall be allowed on any lot within the confines of this subdivision
67. as long as they are kept in good repair. Temporary buildings or
68. trailers may be used during daylight hours by contractors in
69. connection with construction work in progress with a posted County
70. Building Department Permit.

71. 10. LIVESTOCK AND POULTRY: No animals, livestock,
72. birds, or poultry of any kind shall be raised, bred or kept on any lot,
73. except that not more than two (2) dogs or (2) cats or other household
74. pets may be kept, provided that they are not kept, bred, or
75. maintained for any commercial purpose.

76. 11. MODEL HOMES: The ASSOCIATION recognizes that any
77. developer has the right to maintain a furnished model home and
78. sales office open to the public for inspection seven (7) days per week
79. for such hours as are deemed practical until all of the houses have
80. been constructed and sold with the approval of the ASSOCIATION.

81. 12. PARKING OF VEHICLES: No vehicle shall be parked on
82. any part of this property except on paved driveways. No trailers or

83. commercial vehicles, (6000 lbs or 80 inches wide) in agreement with
84. county code, other than those present on business, may be parked
85. in this subdivision. Boat, motor homes, commercial vehicles,
86. campers, an extra car or other recreational vehicles shall be parked
87. inside garages and/or concealed from view at side or back of house.

88. 13. SIGNS: No signs or promotional flags shall be displayed to
89. the public view on any lot or building except a sign of not more than
90. five (5) square feet advertising the property for sale or rent.

91. 14. RAPID COMPLETION: The erection of any new building
92. or repair of any building damaged by fire or otherwise shall be
93. completed as rapidly as possible and should any owner leave any
94. building in an incomplete or deteriorated condition for a period of
95. more than six (6) months, then the ASSOCIATION is empowered
96. either to tear down and clear from the premises the uncompleted
97. portion of such structure or to complete or refurbish the same at
98. their discretion, and in either event, the expense incurred shall be
99. charged against the owner's interest and shall be a lien upon said
100. lands and premises. In the event an existing mortgage or lien
101. should be outstanding against the subject property, the existing
102. mortgagee shall be notified by the ASSOCIATION during the
103. initial six (6) month period. The mortgagee shall have an
104. additional reasonable time at the ASSOCIATION'S discretion to
105. institute and complete necessary proceedings to rectify such a
106. situation.

107. 15. COMMON PARK AREA: A common Park Area so
108. designated on the Plat of Viva Villas, First Addition, has been
109. given to and dedicated to the ASSOCIATION. This common park
110. area has been created as a place of recreation for the owners of lots
111. and residents of Viva Villas.

112. (A) Said property has been set apart, dedicated ,
113. treated and maintained by the ASSOCIATION exclusively as a
114. public park and recreation place for the benefit of the lot owners
115. and residents of Viva Villas.

116. (B) The property, or any part thereof, shall never be
117. transferred, sold, exchanged, or encumbered by the ASSOCIATION
118. or its successors.

119. (C) The ASSOCIATION shall assess the owner of
120. each individual lot within the subdivision a reasonable and proper
121. charge in an amount sufficient to do all acts which shall be
122. necessary, proper, suitable and appropriate to maintaining the
123. recreational character of the common park area.

124. (D) In the event that the assessment, as set forth in
125. paragraph (C) , is not paid when due, the ASSOCIATION shall
126. have the right to file a lien against said lot, having the same effect
127. as a "Mechanic's Lien" in accord with the Statutes of the State of
128. Florida, or it may elect to sue such charges.

129. (E) As used within these deed restrictions, the
130. phrase "maintaining the recreational character of the common
131. park area" shall be interpreted to mean maintaining the common
132. park area clean and free from refuse, debris, and unsightly growth
133. such as tall grass, weeds or such a may be. considered a fire
134. hazard. This section shall not be interpreted to be a limitation on
135. the acts of the managing entity of the common park area, but shall
136. be deemed to be the minimum requirements necessary to comply
137. with maintenance of the common park area and place of recreation.

138. (F) That the property will be policed so as to prevent
139. depredation, vandalism, disorder and misbehavior from occurring
140. therein or in the vicinity thereof.

124. (G) That failure on the part of Viva Villas owners and the
 125. ASSOCIATION to maintain the common park area in accordance
 126. with the terms of this section shall result in a forfeiture of all right,
 127. title, and interest in and to the whole of the premises of the
 128. common park area as designated on. the plat of Viva Villas to
 129. which these restrictions and covenants apply, and to any
 130. improvements and fixtures thereon. In the event of such forfeiture,
 131. ownership of the common park area shall vest with the County of
 132. Pasco without necessity for suit, action or other proceedings
 133. whatsoever, and without the judgement of any court forfeiting the
 134. land, provided however that the County of Pasco shall be obligated
 135. to notify in writing the lot owners and ASSOCIATION by
 136. registered US Mail that a discrepancy exists from which a
 137. forfeiture of the common park area could result, and that said lot
 138. owners and ASSOCIATION shall have a curative period of 45 days
 139. from notification of the last homeowner, within which to correct
 140. said discrepancy. Should the lot owners and the ASSOCIATION
 141. fail to correct said discrepancy after notice of same, a forfeiture will
 142. result And the County of Pasco shall assume immediate control of
 143. and responsibility for the common park area and all rights,
 144. privileges, and obligations as set out herein shall inure to the
 145. County of Pasco.

146. 16. WATERWELLS: shallow well type waterwells shall be
 147. permitted upon a lot solely for the purpose of watering and caring
 148. for plants, trees, lawns, flowers and the like. Any such well shall
 149. be neatly concealed, protected, safe, and shall be electrically
 150. operated.

151. 17. POWER AND TELEPHONE SERVICE: All electric power
 152. lines and other conduits, telephone cables, cable TV conduits and
 153. other utilities shall be run underground, if possible. Perpetual
 154. easement for the installation and maintenance of utilities and

155. drainage facilities as shown on the plat or replat, filed in the Public
156. Records of Pasco County, Florida, are hereby reserved.

157. 18. SPECIFICATIONS: All construction shall be equal to or
158. exceed construction standards as listed in the Southern Standard
159. Building Code and local building codes, zoning ordinances and deed
160. restrictions.

161. 19. SWIMMING POOLS: No inground swimming pool may be
162. constructed which is not fully enclosed by an adequate screened
163. enclosure or a minimum six (6) foot locked privacy fence.

164. 20. GENERAL:

165. (a). The ground grade or ground elevation at any portion
166. of any lot may not be changed without written consent of the
167. ASSOCIATION.

168. (b). The curb, drainage structure, waterline, sewer line or
169. portion of any lot cannot be changed without the specific written
170. consent of the ASSOCIATION with accordance of Pasco County
171. Building Code.

172. (c). Owners of respective lots shall be directly responsible
173. financially to the ASSOCIATION for damage to the foregoing
174. improvements resulting from the actions of employees or said
175. owners or independent contractors furnishing labor or materials to
176. said owners.

177. (d). No structure shall be erected, placed or permitted and
178. no alterations shall be made or permitted on the property which
179. shall in any way hinder the surface or subsurface drainage of the
180. property.

181. (e). No noxious or offensive trade or commercial activity
182. shall be carried out on any lot, nor shall obnoxious or excessive
183. noise levels be done thereon, which constitutes an annoyance or

184. nuisance to the neighborhood. No commercial car repair is allowed
185. as per County Code.

186. (f). No lot shall be used or maintained as a dumping
187. ground for rubbish. Trash, garbage, or other waste shall not be
188. kept except in sanitary containers properly concealed from public
189. view.

190. (g). Each lot, whether occupied or unoccupied, shall be
191. maintained clean and free from refuse, debris, and unsightly
192. growth such as tall grass and weeds or such as may be considered a
193. fire hazard. All buildings, fences and walls shall be maintained in
194. a good state of exterior repair. In the event that any owner shall
195. fault, neglect, or omit to maintain or keep clean any parcel or
196. property in the aforementioned manner, after having been notified
197. by the ASSOCIATION to do so in writing addressed to such owner
198. at his last known address, then the ASSOCIATION for such
199. purpose may enter upon said premises for the purpose stated in
200. notice, and the expense of carrying out such purpose shall be
201. charged to the owner of such lot and shall become a lien thereon
202. collectible and enforceable in the manner provided by law.

203. (h). These covenants and restrictions are real covenants
204. and restrictions and are to run with the land, and shall be binding
205. on all parties and owners, and on all parties claiming under them,
206. until December 31, 2010. After which time said covenants and
207. restrictions shall be automatically extended for successive periods
208. of ten (10) years each, unless prior to the commencement of any ten
209. (10) year period, an instrument in writing, signed by a majority of
210. the owners of lots, has been recorded in the Public Records of Pasco
211. County, Florida, which instrument shall agree to change, alter or
212. rescind said documents in whole or in part.

213. (i). If any person, firm or corporation, or their heirs,
 214. successors or assigns, shall violate or attempt to violate any of the
 215. restrictions before their expiration, it shall be lawful for any other
 216. person or persons owning any part of parcel of any above described
 217. land to prosecute and institute proceedings at law equity against
 218. the person violating or attempting to violate any such covenant or
 219. restriction and to either prevent him or them from doing so, or to
 220. recover damages or other dues for such violation.

221. (j). Invalidation of any one of these covenants by
 222. judgement, or by government agency, shall in no way effect any of
 223. the other provisions, which shall remain in full force and effect.

224. (k). The ASSOCIATION shall have the right to approve
 225. exceptions or variations from these restrictions without notice or
 226. liability whatsoever.

227. (l). CIVIC ASSOCIATION- notwithstanding the
 228. obligatory provision of Section 15 for the organization of a civic
 229. association, any civic association so organized shall have the
 230. powers necessary and proper to transact any business suitable and
 231. permitted by law to a civic association.

232. 21. These restrictions and limitations and covenants shall
 233. apply equally to all subsequent additions to Viva Villas, unless
 234. exceptions, additions, or modifications to these restrictions shall be
 235. filed contemporaneously with the filing for record of the plot for
 236. such subsequent additions.

VIVA VILLAS CIVIC ASSOCIATION, INC.

Witness *Luisa Rosh*

By *Frank Kaskley*

State of Florida

County of Pasco

Subscribed and sworn before me this 8 day of October 2021.

Judith Domain
Notary Public



Deed Restriction Committee (2000)

Louisette Rech, Chairperson

Jean Bialobrzkeski

John Bialobrzkeski

Michael Garner

Betty Paton

Joan Sabatino