

## **BY-LAWS OF ZEPHYR SHORES PROPERTY OWNERS ASSOCIATION, INC.**

### **ARTICLE I: GENERAL PROVISIONS**

- 1.1 **NAME:** The name of the Association shall be ZEPHYR SHORES PROPERTY OWNERS ASSOCIATION, INC.
- 1.2 **PRINCIPAL OFFICE:** The principal office of the Association shall be at 35112 Ada Avenue, Zephyrhills, Florida 33541, or at such place as may be subsequently designated by the Board of Directors (hereafter Board of Directors).

#### **ARTICLE 1.A: CONSTRUCTION**

Whenever the masculine singular form of the pronoun is used in these By-Laws it shall be construed to mean the masculine, feminine, singular or plural whenever the context so requires or permits.

Should any of the covenants herein proposed be void or become unenforceable at law or in equity the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

The following By-Laws and By-Law sections, as amended and passed in open meeting by the Association, are hereby certified by the Association to be true and correct By-Laws of the Association governing the assessments, use and occupancy of lots in ZEPHYR SHORES ESTATES.

### **ARTICLE II: MEMBERSHIP & VOTING RIGHTS**

- 2.1 **MEMBERSHIP:** Membership in this Association shall be limited to owners of a lot in ZEPHYR SHORES ESTATES.
- 2.2 **VOTING:**
- (a) No more than One (1) vote shall be cast for a lot regardless of the number of owners. Split votes will not be permitted.
  - (b) Majority vote: The acts approved by a majority of the votes present in person or by proxy at a meeting which a quorum shall be present shall be binding upon all lot owners for all purposes except where otherwise provided by law, in the ARTICLES OF INCORPORATION, or in these BY-LAWS; and, as used in these BY-LAWS and the ARTICLES OF INCORPORATION, the term majority of the membership shall mean those lot owners having more than Fifty Percent (50%) of total authorized votes of all lot owner present in person or by proxy and voting at any meeting of the membership at which a quorum shall be present.
  - (c) Quorum: Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the designated voting membership shall constitute a quorum.

- (d) Designations of voting members: If a lot is owned by a corporation it shall designate One (1) person to vote on their behalf and to certify said person with the Secretary. If a lot is owned by any Two (2) people or more they may designate a voting member between themselves. If only one is present at a meeting he or she may cast the membership vote.
- (e) Limitation of right to vote: Any member that is delinquent in paying their indebtedness to the Association that has been due for a period of more than Thirty (30) days shall not be entitled to vote at any meeting of the membership until all sums have been paid in full. The Treasurer or such person charged with the responsibility of collecting the Association's accounts shall, at the commencement of any meeting, certify to the person conducting the meeting which members are current in payment of all assessments and are eligible to vote.

### **ARTICLE III: MEMBERSHIP & MEETINGS & RULES of ORDER**

**Roberts Rules of Order, the Articles of Incorporation and our By-Laws are used as the guidelines for our Association meetings.**

- 3.1 PLACE:** All meetings of the Association shall be held in the recreation building of the park or at such other place and at such time as shall be designated by the Directors and stated in the notice of the meeting.
- 3.2 NOTICES:** The Secretary shall send by regular mail or deliver a notice of each annual or special meeting to each member and post a copy of the notice in a conspicuous place on the bulletin board located in the recreation building in the park at least **FOURTEEN (14)** days but no more than **SIXTY (60)** days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed or served at the address of the member as it appears on the books of the Association. Notice of special meetings may be waived by members before or after the meeting.
- 3.3 ANNUAL MEETING:** The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held the second Thursday of February of each year or at such time as shall be selected by the Directors. For the purpose of changing the date of the Annual Meeting, due to unforeseen circumstances, a telephone poll of the Directors will be legal and sufficient as long as a quorum is met. At the annual meeting the members shall elect the Directors by a plurality vote (cumulative voting prohibited) and shall transact other business as may be properly brought before the meeting.
- 3.4 SPECIAL MEETINGS:** Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at the request, in writing, of voting members representing Ten Percent (10%) of the total number of lot owners outstanding. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject stated in the notice of the meeting.

- 3.5 WAIVER AND CONSENT:** Whenever the vote of the members at a meeting is required or permitted by any provision of the statutes, the Articles of Incorporation, or of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.
- 3.6 ADJOURNED MEETINGS:** If any meeting of the membership cannot be organized because a quorum is not present, either in person or by proxy the meeting shall be adjourned from time to time until a quorum is present.
- 3.7 ORDER of BUSINESS: The order of business of annual meetings and, as far as practical, at other meetings of the membership shall be:**
- (a) Called to Order by the President or Chairman
  - (b) Calling of roll and certifying of proxies
  - (c) Proof of notice of the meeting or waiver of notice
  - (d) Reading and disposal of any unapproved minutes
  - (e) Reports of Officers
  - (f) Reports of Committees
  - (g) Appointment of inspectors of election
  - (h) Election of Directors
  - (i) Unfinished business
  - (j) New Business
  - (k) Adjournment
- 3.8 MINUTES OF MEETINGS:** The minutes of all meetings of the membership shall be kept in the office available for inspection by the members or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

#### **ARTICLE IV: DIRECTORS**

- 4.1 MEMBERSHIP:** The affairs of the Association shall be managed by a Board of not less than **five (5) nor more than nine (9)** Directors, the exact number to be determined from time to time by a majority vote of the membership. All Directors shall be lot owners of ZEPHYR SHORES ESTATES. (Notation: 2003 Annual Meeting approved lowering from 9 to 7 the number of Directors).

- 4.2 ELECTION of DIRECTORS:** Election of Directors shall be conducted in the following manner:
- (a) A nominating committee of **five (5) members**; two (2) of whom shall be on the Board of Directors, shall be appointed by the Board of Directors not less than **sixty (60)** days prior to the annual meeting of the membership. The committee shall nominate one or more persons for each Director whose term of office is expiring. Any member of the Association may submit his/her name as a candidate for the Board of Directors by filing a nomination petition, signed by ten percent (10%) of lot owners and submitted to the Secretary at least six (6) weeks (42 days) prior to the Annual election. Nomination forms may be obtained from the Secretary at the office. To be eligible for election to the Board of Directors each/every candidate **MUST** agree to obey and enforce ALL Deed restrictions, By-Laws and Rules and Regulations. Members elected to the Board of Directors must sign a certificate stating that he/she has read and will work to uphold the association's articles of incorporation by-laws, deed restrictions and current written rules. Non-compliance with this by-law will result in the member's suspension from the Board of Directors pursuant to Florida statute 720.3033. (2/13/2014).
  - (b) The election shall be by ballot or proxy and by plurality of the votes cast, each person voting being entitled to cast his/her vote for each of as many nominees as there are vacancies to be filled (there shall be no cumulative voting). In the event of a tie vote there shall be a second (2<sup>nd</sup>) ballot cast to break the tie. If a tie vote continues the winner will be decided by lot.
  - (c) At any time the Board is elected by a duly convened or regular or special meeting of the membership at which a quorum is present any one or more of the Directors may be removed with cause by the affirmative vote of the voting members casting not less than two thirds (2/3) of the total votes present at such meeting. A successor may then and there be elected to fill any vacancy created. Should any vacancy not be filled by the members the Board may fill the vacancy in the manner provided below. Absence from three (3) or more consecutive meetings without adequate excuse shall constitute cause for removal.

**4.2. A RESIGNATION/DISQUALIFICATION of DIRECTORS/OFFICERS:** Any Board Member or any officer of the Homeowners' Association may resign his/her post at any time by providing his/her written or electronic resignation to the Secretary of the Board. The resignation is effective seventy-two (72) hours after the notification is received by the Secretary unless a later date is specified. After the 72 hour time period the resignation cannot be rescinded. The vacant office may be filled before the effective date of the resignation provided the successor does not take office until the vacancy is effective. Any Director or any Officer shall become disqualified to hold office upon the sale of his/her property.

- (a) If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification or removal from office, a majority of the remaining Directors, though less than a quorum, shall choose a successor from the non-elected vote getters not elected at the last previous election, taking the highest eligible non-elected vote getter first to serve until the next election.

This means the appointed person will serve the balance of that current year. At the next election a new vote will determine who will fill the balance of that term.

**4.3 TERMS of DIRECTORS:** The terms of the Board of Directors shall be for a period of **TWO (2)** years.

Board members of the Association may not serve more than three (3) consecutive terms of TWO (2) years each. This does not include a partial term (less than a full term). After **three (3)** consecutive terms of service, three (3) **full TWO (2) year terms**. Board members will not be eligible for re-election until they have been off the Board for at least one (1) year.

**4.4 ORGANIZATIONAL MEETINGS:** The organizational meeting of the Board of Directors shall be held within two (2) weeks of **their** selection at the annual meeting and not further notice of the organizational meeting shall be necessary and no other business is to be conducted.

**4.5 REGULAR MEETINGS:** The Board shall meet at least 4 – 6 times in a year at the time and place designated by the President. The first meeting shall be in the first month following the annual meeting. The President may call other meetings of the Board of Directors at any time he deems necessary. Meetings of the Board of Directors shall be open to all members and notice of such meeting along with the agenda shall be posted conspicuously on the bulletin board provided for that purpose in the recreation hall at least **forty-eight hours (48 hours)** in advance of such meeting except in an emergency. It will also be published in the park “Newsletter” if possible.

**4.6 SPECIAL MEETINGS:** Special meetings of the Directors may be called by the President or, in his absence, by a Vice-President and must be called by the President or Secretary at the written request of one-third (1/3) of the members of the Board. Notice of the meeting shall be given as provided for in regular meetings.

**4.7 WAIVER AND NOTICE:** Any Director may waive notice of a meeting before or after the meeting. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting unless the Director states that his/her attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

**4.8 QUORUM:** A Quorum at a Directors meeting shall consist of a majority of the entire Board of Directors.

**4.9 ADJOURNED MEETINGS:** If at any meeting of the Board of Directors there is less than a quorum present the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that may have been transacted at the meeting as originally called may be transacted without further notice.

**4.10 CHAIRMAN OF THE BOARD:** The presiding officer of the Board shall be the President of the Association who shall be called the Chairman of the Board. In the absence of the Chairman of the Board the First or Second Vice-President, in that order, shall preside.

**4.11 ORDER OF BUSINESS:** The order of business at a Director’s meeting shall be:

(a) Meeting called to order

(b) Roll Call

- (c) Reading of Minutes of last meeting
- (d) Consideration of communications
- (e) Resignations and elections
- (f) Reports of officers
- (g) Reports of committees
- (h) Unfinished business
- (i) Original resolutions and new business
- (j) Adjournment

**4.12 EXECUTIVE COMMITTEE:** The duly elected officers of the Association shall constitute an executive committee of the Board of Directors. Such an executive shall have and may exercise all the powers of the Board of Directors during the intervals between the meetings of the Board of Directors insofar as may be permitted by law except that the executive committee shall not have the power to establish the budget of the Association or determine the cash requirements or rent or assessments payable by the membership to meet the common expense of the Association or to amend or adopt rules governing the details of the operation and use of the Association property.

**4.13 COMPENSATION:** Directors shall not be entitled to any compensation for their services.

#### **ARTICLE V: POWERS and DUTIES of the DIRECTORS**

The Board of Directors shall have the powers and duties necessary for all administration of the affairs of the Association and may do all acts except such acts which by law or these By-Laws may not be delegated to the Board of Directors by the membership. The Board of Directors shall have the power and duty to:

- Operate, care for, and maintain the common areas
- Determine the expenses required for the operation of the Association
- Collect assessments necessary for the common expenses of the Association
- Employ personnel necessary for the operation of the common areas
- Maintain bank accounts, purchase, sell, sublet, transfer, mortgage or otherwise deal with corporate assets

- Obtain insurance
- Borrow money on behalf of the Association when required in connection with capital improvements, care, upkeep and maintenance of the common areas. However the consent of two-thirds (2/3) of the membership shall be obtained prior to borrowing any sum in excess of Five Thousand Dollars (\$5,000.00)
- Exercise all of the powers specifically set forth in the articles of incorporation, these By-Laws, and the laws of Florida
- Suspend the right of any member to use the recreation facilities of the Association so long as the member is delinquent in the payment of common expenses
- Collect delinquent assessments by suit or otherwise
- Abate nuisances
- And enjoin or seek damages from members for violations of the By-Laws and/or the Deed Restrictions
- Violations of these By-Laws and/or Deed Restrictions will result in a fine being levied on the violating member/members as referenced in ARTICLE X, 10.1 VIOLATIONS.

## **ARTICLE VI: OFFICERS**

- 6.1 PRESIDENT:** The president shall be the chief executive officer of the Association and Chairman of the Board of Directors. The President shall preside at all meetings of the membership. The President shall have general supervision over the affairs of the Corporation and other officers. The President and Secretary shall sign all written contracts. The President shall perform all the duties incident to his/her office and such duties as may be delegated to him/her from time to time by the Board.
- 6.2 FIRST VICE-PRESIDENT:** The First Vice-President shall perform such duties as may be required of him/her by the Board and, in absence of the President, those duties incidental of the office of President.
- 6.2A SECOND VICE-PRESIDENT:** The Second Vice-President shall perform such duties as may be required of him/her by the Board and, in the absence of the President and First Vice-President, those duties incidental of the office of President.
- 6.3 SECRETARY:** The Secretary or Assistant Secretary shall issue notices of meetings and shall attend and keep minutes of all meetings and shall have charge of all the books of the Association except those of the Treasurer.
- 6.4 TREASURER:** The Treasurer shall have custody of the Association's funds and securities. The Treasurer shall keep full and accurate accounts of the Association's receipts and disbursements

and shall keep all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall account for all funds to the Association and the membership in accordance with Florida law.

**6.5 INITIAL OFFICERS:** Following the election of the members of the Board of Directors at the annual meeting the Board shall proceed to elect, from the Board of Directors, the officers of the Association.

## **ARTICLES VII: CORPORATE FUNDS**

**7.1 DEPOSITORIES:** The funds of the Association shall be deposited in such depository financial institution as may be determined and approved by resolution of the Board. Funds may be drawn only upon drafts and demands for money signed by such officer or officers as may be designated by the Board.

**7.2 FISCAL YEAR:** The fiscal year of the Association shall begin on the first (1<sup>st</sup>) day of January of each year provided, however, the Board is expressly authorized to change to a different fiscal year if it deems it advisable.

**7.3 ASSESSMENTS:** If the annual assessment proves to be insufficient it may be amended at any time by action of a majority of the membership. The unpaid assessments for the remaining portion of the year shall be due in not less than quarterly installments on the first day of the quarter during the year for which the assessment is made. If the annual assessment is not paid or required a payment in the amount required by the last prior assessment shall be due upon each assessment payment date unless changed no less than are required to provide funds in advance for the payment of all the anticipated operating expenses previously incurred by the Association.

**7.4 ASSESSMENTS OF OTHER THAN COMMON EXPENSES:** Should any of the lots in ZEPHYR SHORES ESTATES become owned by the Association the expenses of financing these lots shall not be considered common expenses as the common expenses are assessed as though all lots have been sold. The Directors may establish and collect rent on all those lots that the Association owns which rent shall include a pro rata assessment of the common expenses as if the lot had been sold.

### **7.5.1 DETERMINATION OF ASSESSMENTS:**

(a) The Directors shall fix and determine the sum or sums necessary and adequate to assess owners for their shares of the common expenses by virtue of the budget proposed by the Board and approved by the membership. Common expenses shall include expenses for the operation, maintenance, repair and replacement of common areas.

- Costs of carrying out the powers and duties of the Association
- All insurance coverage carried by the Association and other expenses designated as common expenses by the Directors

Funds for the payment of common expenses shall be assessed against owners as provided in these By-Laws. Assessments shall be due no more than 30 days after the annual meeting unless the Board of Directors approves, in individual cases, a hardship delay. A LATE FEE of two percent (2%) per month will be charged (and compounded monthly) until paid in full. Assessments shall be made against lot owners annually, as aforesaid, in an amount required to provide funds in advance for payment of the anticipated current operating expenses and for unpaid operating expenses previously incurred. SPECIAL ASSESSMENTS, if necessary, shall be levied in the same manner determined by assessments and shall be payable in the manner determined by the Directors. (2/13/14)

- (b) A copy of the ITEMIZED BUDGET adopted by the Board shall be mailed or presented to the members not less than thirty (30) days prior to the annual meeting at which the budget will be considered together with a notice of the meeting.
- (c) The PROPOSED ANNUAL BUDGET of common expenses shall be detailed and shall show the amounts budgeted by accounts and expenses classifications.

In addition to annual operating expenses the budget shall include RESERVE ACCOUNTS for the debt service, capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated replacement cost of each reserve item. The immediate foregoing shall not apply to budgets in which members have majority vote at a duly called meeting of the Association, determined for a fiscal year to provide no reserve or reserves less adequate than required by the foregoing section.

- (d) Upon the determination of any assessment the Treasurer shall mail or present to each member a statement of assessment. All assessments shall be paid to a Director. The Director shall give a receipt for each payment received.

**7.6 APPLICATION OF PAYMENT AND CO-MINGLING OF FUNDS:** All funds collected by the Association for common expenses, assessments, rent or other charges and income may be comingled in a single fund or divided into more than one fund as determined by the Directors. Any delinquent payment by a member shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments made against lot owners shall not be less frequent than quarterly.

**7.7 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT:** If a member shall be in default in payment of an installment upon an assessment the Directors may accelerate the remaining installments of the assessment upon notice to the member and the unpaid balance of the assessment shall be due upon the date stated in the notice but not less than five (5) days after delivery of the notice to the member or not less than ten (10) days after the mailing, whichever shall first occur. Provided, however, that assessments made against lot owners shall be not less than quarterly.

- 7.8 RIGHT OF LIEN:** If a member shall be in default of an assessment the Association shall have a right to a lien on the lot owned by the member. Provided, however, that no lien rights under this paragraph shall be enforced unless the Association shall have first given the member in default thirty (30) days' notice in writing of its intent to claim a lien.
- 7.9 FIDELITY BONDS:** The members shall obtain fidelity bonding of all officers or Directors of the Association who control or disburse funds of the Association. The Association shall bear the cost of any such bonding.
- 7.10 AUDIT:** A yearly audit of all Association accounts shall be performed no later than June 30<sup>th</sup> of the following year. Additionally, an audit of the accounts of this Association may be made from time to time as directed by the Directors. A copy of any audit report received as a result of an audit or written summaries there of shall be furnished to the Directors and displayed on the bulletin board in the office.
- 7.11 ACCOUNTING RECORDS AND REPORTS:** The accounting records shall be open to inspection by members or their authorized representative at reasonable times. The records shall include but not be limited to:
- (a) A record of all receipts and expenditures and;
  - (b) An account for each lot designating the name and current mailing address of the owner, the amount of each assessment, the date and amounts which the assessments came due, the amount paid upon the account and the balance due.

All financial records are the property of Zephyr Shores Estates. A backup set of records shall be kept by the current Treasurer and will be turned over to the Board upon termination (for any reason) of the Treasurer's term of office.

- 7.12 TAX DEDUCTION STATEMENT:** The Association shall, on or before March 15<sup>th</sup> following the close of the fiscal year, send to each member listed on the books of the Association for the prior fiscal year a statement setting forth the amount per lot of the portion of the assessment paid by such member during such year which has been used by the Association for payment of real estate taxes and interest on mortgage or other indebtedness paid with respect to property owned by the Corporation.

## ARTICLE VIII

- 8.1 NON-EMERGENCY LIMIT:** A limit of One Thousand Dollars (\$1,000.00) that the Board of Directors can spend at their discretion any one (1) item or project that is non-emergency or non-maintenance from available park funds.

## ARTICLE IX: AMENDMENTS

Except as otherwise provided elsewhere the By-Laws may be amended in the following manner:

**9.1 NOTICE:** Notice of the subject matter of a proposed amendment shall be included in the notice of the meeting at which a proposed amendment is to be considered.

**9.2 PROPOSAL OF AMENDMENT:** A resolution of a proposed amendment may be proposed either by a majority of the Directors or by not less than one-third (1/3) of the members. No By-Law shall be revised or amended by reference to its title or by number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. If a proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment it is not necessary to use the underlining and hyphens as indicators of words added or deleted but, instead, a notation may be inserted immediately preceding the proposed amendment in substantially the following language:

“Substantial rewording of By-Law,

See By-Laws (-----) for present text”

Non-material errors or admissions in the By-Laws shall not invalidate an otherwise properly promulgated amendment.

**9.3 ADOPTION:** A proposed amendment may be adopted by approval of not less than two thirds (2/3) of the lot owners voting.

**9.4 ERRORS AND OMISSIONS:** In the event it shall appear that there is an error or omission in these By-Laws or exhibits thereto then and in that event the Association may correct such errors and/or omission by an amendment for the purpose of curing defects, errors or omissions.

Such an amendment shall not require a vote or approval as provided in paragraph 9.2 above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment may be proposed to cure a defect, error or omission shall be included in the notice of any meeting at which such proposal is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Directors or by the members of the Association. Except as otherwise provided such approvals must be either by:

1. Not less than thirty-three and one third percent (33- $\frac{1}{3}$ %) of the entire membership of the Directors and by not less than ten percent (10%) of the votes of the entire membership of the Association; or
2. Not less than twenty-five percent (25%) of the votes of the entire membership of the Association; or
3. In the alternative, an amendment may be made by an agreement signed and acknowledged by all owners in the manner required for the execution of a deed and

such amendment shall be effective when recorded in the Public Records of Pasco County, Florida.

(c) The foregoing provisions relating to amendment for defects, errors or omissions is intended to be in accordance with and pursuant to Section 719.304 (1) Florida Statutes.

(d) That the amendment made pursuant to this paragraph need only be extended and acknowledged by the Association and by no other parties whatsoever.

**9.5 PROVISIO:** No amendment shall be made that is in conflict with the Articles of Incorporation.

**9.6 EXECUTION:** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws which certificate shall be executed by the President or a Vice President and attested by the Secretary or Assistant Secretary of the Association.

#### **ARTICLE X: COMPLIANCE AND DEFAULT**

**10.1 VIOLATIONS:** In the event of a violation (other than the non-payment of an assessment) of these Deed Restrictions/By-Laws by a member of the Association its Directors shall notify the member of said breach by written notice transmitted to the member by certified mail. Following written notification of a violation any succeeding violations of the same By-Laws, Rule and/or Deed Restriction will be considered an extension of the original violation. Fines will be assessed from the date of the original violation. (2/13/2014).

Members in violation of a Deed Restriction or By-Law will be assessed a fine of \$100.00 per day per violation up to an aggregate of Ten Thousand Dollars (\$10,000.00). (2/9/2012).

Non-payment of fines will result in a lien being placed on the member's property PURSUANT TO Florida Statute 720.305. All deadlines and compliance periods stated in Florida Statute 720.305 shall be applicable. (2/9/2012).

Upon a finding by a court that a member was/is in violation of any of the provisions of the above mentioned documents the member shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Any violations which are deemed by the Directors to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter. The cost thereof shall be charged to the member as a specific item which shall, until paid in full, be a lien against his/her lot with the same force and effects as if the charge were a part of the common expenses.

Members whose homes need exterior cleaning or lawn work will be sent a certified letter advising them of the situation. If after 15 days the situation is not resolved the Directors will make arrangements to correct the situation and any expenses incurred by their action will be billed to the owner.

- 10.2 DEFAULTS:** In the event a member does not pay any sums, charges or assessments required to be paid to the Association under these By-Laws within thirty (30) days from the due date the Association, acting on its own behalf, may foreclose the lien encumbering the unit created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed pursuant to Florida Statutes. The Association shall be entitled to the appointment of receiver if it so requests. The Association shall have the right to bid-in the lot at a foreclosure sale and to acquire, hold, sublet, mortgage and convey the same. In lieu of foreclosing the lien the Association may, through its Directors, bring suit to recover a money judgment for any sum, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a member the losing party shall pay the costs thereof together with a reasonable attorney's fee.
- 10.3 NEGLIGENCE OR CARELESSNESS OF A MEMBER:** Each member shall be liable for the expenses off any maintenance, repair or replacement necessary by his/her act, neglect or carelessness or by the negligence of any member of his/her family or his/her guests, employees, agents or licensees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association.
- 10.4 ELECTION OF REMEDIES:** All rights, remedies and privileges granted to the Association or a member shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Association documents.

#### **ARTICLE XI: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of a membership in the Association shall not relieve or release any former member from any liability or obligation incurred under or in any way connected with the Association during the period of membership or impair any rights or remedies which the Association may have against such former member arising out of or which in any way is connected with such membership.

#### **ARTICLE XII: INDEMNIFICATION**

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities including Counsel fees reasonably incurred by or imposed on him/her in connection with any proceeding or settlement thereof in which he/she may become involved by reason of his/her being or having been a Director or Officer of the Association. This indemnification shall apply whether or not he/she is a Director or Officer at the time such liabilities or expenses are incurred except in cases wherein the Director or Officer is adjudged guilty of willful malfeasance in the performance of his/her duties. In the event or a settlement the indemnification established herein shall apply only when the Board approves such settlement on reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights off indemnification to which such Director or Officer may be entitled.

### **ARTICLE XIII: LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair the common facilities the Association shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, members or other persons.

### **ARTICLE XIV: LIENS**

**14.2 LIENS:** The Association shall have a lien on all of the lots in the name of each member for debts due to the Association by such member.

### **ARTICLE XV: EASEMENTS**

Each of the following easements is a covenant running with the land of the Association, to-wit:

**15.1 TRAFFIC:** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common areas as may be, from time to time, intended and designated for the purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the common areas as may, from time to time, be paved and intended for such purposes and such easements shall be for the use and benefit off members.

**15.2 COVENANT:** All easements, of whatever kind or character whether heretofore or hereafter created shall constitute a covenant running with the land, shall survive the termination of the Association and, notwithstanding any other provisions of these By-Laws, may not be substantially amended or revoked in any way which would unreasonably interfere with its proper and intended use and purpose.

### **ARTICLE XVI: APPROVAL AND RATIFICATION**

The Association, by its execution off these By-Laws, approves and ratifies all of the covenants, terms, and conditions, duties and obligations of these By-Laws and exhibits attached hereto. The members hereby approve and ratify all of these terms and conditions, duties and obligations of these By-Laws and exhibits attached hereto.

### **ARTICLE XVII: COMMUNITY FOR OLDER PERSONS**

ZEPHYR SHORES ESTATES is a community for older persons within the language, intent and meaning of the 1988 amendments to the "Fair Housing Act".

- No permanent resident or occupant shall be less than 18 years of age.

- Permanent residents between the ages of 18 and 55 may occupy and reside in a unit so long as one of the occupants is 55 years of age or older. (2/13/2014).
- Visitors between the ages of 18 and 55 may occupy and reside in a unit for no more than 30 days per calendar year so long as one of the occupants is 55 years of age or older. (2/13/2014).
- The Association shall have the right to grant hardship exception to permit spouses and immediate family members between the ages of 18 and 55 to continue occupancy in a unit following the death or disability of a primary occupant 55 years of age or older.
- All shares, conveyances or leases shall be certified to the Association to assure documented compliance with this provision and no person in non-compliance may permanently occupy a unit without the granting of a hardship exception by the Association Board.
- No hardship exception may be granted which would raise the total percentage of such hardship occupied units to above **twenty percent (20%)**.
- The Association is further authorized to make provisions, where practical, which are necessary to ensure the availability of facilities and activities for older persons in the ZEPHYR SHORES ESTATES community.

#### **ARTICLE XVIII: RULES and REGULATIONS**

Rules and regulations may be adopted and amended from time to time by the members and shall apply to and be binding upon all members. The members shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. A change, amendment or adoption of a Rule and Regulation does not require an amendment to the By-laws. The Rules and Regulations, in full force and effect as of the date of these By-laws are attached hereto as "Exhibit A" and made a part hereof as though set out in full.

#### **EXHIBIT "A" REVISED RULES AND REGULATIONS**

1. Property shall be used for limited commercial purposes, in order to have no outside park traffic. (2-09-2017)
2. Not more than one (1) mobile home shall be placed on any lot as recorded in the plat of Zephyr Shores Estates Subdivision.

3. All new single-wide mobiles shall be at least 12/52 and doublewides at least 24/36. There will be a ninety (90) day time limit for completion of a carport. No used mobile home without Directors' approval.
4. No sheds, garages or out buildings shall exceed the size of twelve (12) feet wide by twenty (20) feet long and eight (8) feet height. Detached/stand-alone buildings shall be restricted to one (1) per lot.
5. **FOR PARK RESIDENTS ONLY** Motor homes, travel trailers, pop-up trailers may be stored or maintained on any lot or common grounds in Zephyr Shores Estates for **NO** more than **five (5)** days per use or occasion or **fifteen (15)** days per calendar year. This does not apply to non-commercial autos, belonging to the property owner. No commercial vehicles may be stored, maintained or parked overnight on any lot or common grounds in Zephyr Shores Estates.

Allowed are utility trailers not to exceed eight (8) ft. in length, boat trailers, and riding power mowers that must be stored on the property of the owner either in an enclosed building located to the rear of the lot or placed to the rear of the lot in such a manner as to not detract from the appearance of the property.

**GUESTS and FAMILY** who are visiting park residents may NOT park any of the above stated items at the park residence overnight. (2-09-2017).

6. County specification and restrictions apply to all present lot owners and future buyers.
7. No one under the age of sixteen (16) will be allowed to operate a motorized vehicle (cars, golf carts, riding mowers, scooters, etc.) in the park without the direct supervision of an adult.
8. Dogs will be allowed in the section which consists of all lots on the North side of Dale Ave., including lots located on Sheri Ave. and Windy Lane, north of Dale Ave. Dogs must be **fenced** in or kept on a **leash**. Dogs shall be limited to one (1) dog per household. The maximum adult weight of dog shall be 25 pounds.

The same rules apply to all visiting dogs and/or other restricted animals.

House cats will be allowed park wide, but will be restricted to living in the home of the lot owner, and will not be allowed to **roam** about the park. Cats shall be limited to one (1) per household.

Each animal owner is responsible for any damage, noise and any other disturbance caused by their animal, as well as the removal of that animal's body waste from all properties.

All **animals** must be **registered** at the **office**. **All owners must comply with state and county laws that apply to these animals.** (2/1/2018).

**EXCEPTIONS WILL BE MADE FOR SERVICE AND EMOTIONAL/COMFORT ANIMALS.**

9. Pets not allowed anywhere in the park shall include, but not be limited to: livestock, reptiles, wild animals, and/or exotics. THIS DOES NOT APPLY TO SERVICE, AND EMOTIONAL/SUPPORT ANIMALS. (2/1/2018).

10. Individual sales on the property of the lot owners (i.e. lawn sales) in the park will be permitted but will be limited to conducting the individual sale at a time when the lot owner is moving out of the park or when a new resident is moving into the park. The lawn sale shall be limited to three (3) days. If a resident owns two (2) homes in the park and sells one, they shall have the right to have one (1) yard sale upon the sale of said home.
11. Lawns must be kept cut and grass removed from the street. No mowing will be done before 8:00 a.m. or after 8:00 p.m. The exterior of the home shall be kept clean and maintained, as needed, year round. If determined by the Directors that this rule is being violated, the lot owner will be notified. If after fifteen (15) days the situation is not resolved, the Directors may make arrangements to correct the situation and any expenses incurred, by their action, will be billed to the owner.
12. All propane tanks and clotheslines are to be placed in the back of the mobile home.
13. All persons shall conduct themselves in a lawful manner. The residents at all times shall obey the rules and regulations and shall use their best efforts to see that said rules and regulations are faithfully observed by their families, guests, servants, lessees, and such persons over whom they may have control or supervision. Improper conduct, including profanity, vulgarity, noise, or any offensive activity that may disturb tranquility of the residents of this park, is prohibited.
14. Use of recreation hall for other than park activities and fees for such use must be approved by the Board of Directors.
15. Access to Six Mile Pond from any properties, including but not limited to the dock are restricted for the use of Zephyr Shores Estates residents and their guests only. Guests under age 18, must be accompanied by lot owner. (2-9-2012), (2-9-2017).
16. Visitation of anyone under fifty-five (55) years of age shall not be for more than thirty (30) days per calendar year. Any deviation from this rule shall be requested in writing, signed and submitted to the Board. The deviation will require PRIOR approval by a majority of the board.
17. Items not covered by these rules and regulations may be referred to the Board of Directors for its consideration and approval.
18. Only structures manufactured for the purpose of permanent storage sheds may be installed on properties in Zephyr Shores Estates. This restriction includes, but is not limited to: truck bodies, PODs, or any other temporary type of structure. (2-13-2014).
19. No wood burning fire pits allowed in park due to fire safety reasons and close proximity of other structures. (2/9/2017).