

# **American Condominium Parks Zephyrhills A Condominium Association, Inc**

MEMBER'S COPY

**EXHIBIT – “J” RULES & REGULATIONS  
DECLARATION OF CONDOMINIUM  
ARTICLES OF INCORPORATION  
BYLAWS OF CORPORATION**



**An “Adult” Recreational Vehicle Park Subdivision**

American Condominium Parks, Inc.  
35136 Condominium Blvd  
Zephyrhills, FL 33541

BLUE BOOK  
INDEX

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EXHIBIT "J"

ADOPTED March 23, 2020

AMERICAN CONDOMINIUM PARKS – ZEPHYRHILLS  
A CONDOMINIUM ASSOCIATION, INC.

**RULES AND REGULATIONS**

**Preamble:**

With the adoption and recording of these Article "J-Rules" they become the documents that will be enforced from this day forward. Any pre-existing non-conforming conditions, existing as of January 1, 2019, shall be deemed existing until such time as any alteration, that includes any portion of this condition, is requested or made. For the alteration to be allowed it must provide for the total pre-existing non-conforming condition to be brought into compliance with the current "J-Rules".

Past Pre-existing non-conforming conditions may not be used as justification to violate or misinterpret the most current "J-Rules" that have been adopted by the Unit owners and are the documents of record at Pasco County.

**GLOSSARY: For Exhibit "J" Only**

Accessory structures: Include, but are not limited to, porches, stairs, handicap ramps, handicap lifts, carports, AC units, and sheds.

Alterations: Any and all physical changes to the outside of a unit. ("Any and all" means all!)

Association/Board: Board of Directors.

Averaging: Measurement method used to place structures on an irregular shaped lot. The measurement is taken from the property line to the front corner and rear corner of the structure and not from any bay or bow windows or any other protrusions or accessory structures. If the front measures 5 ft. and the rear measures 10 ft. the average would be 7-1/2 ft. Averaging is used for locating the sides of a structure only. Averaging is not used for the placement of structures in relation to the front or rear setbacks. (See Appendix #D-2)

Buffer areas: The common ground that runs the perimeter of the park. It generally measures in 25 ft. from the hurricane fence that surrounds the park. (See PCLDC 530.12 -I)

Cabana: Enclosed addition, constructed on site, and classified as near living space. Not the principle living space and shall include, but not limited to, electric, heat, and air conditioning. (See PCPA)



Car tow dolly: A two-wheel open trailer with one or two ramps that facilitates carrying the subject vehicle. Should be stored under the RV. Appendix #D-4

Carport: Covered parking area attached to Park Model (park trailer).

Commercial activity: Business entity that involves buying, selling, or any dealings that would cause persons from outside the park to enter for those transactions. The lease of by an owner(s) of more than two lots/units in this park is a commercial activity.

Duly authorized inspection team of the Association: A team consisting of a Board Member and a member of the Building Review Committee. The function of the team is to ensure compliance of ACPZ J-Rules.

Facility: An inclusive item that includes the unit, attached additions, accessory structures, and carports, etc.

Fence: An above ground structure serving as an enclosure, barrier, or a boundary. Usually made of, but not limited to, posts or stakes joined together by boards, wire, or rails. (See West's Encyclopedia of American Law) Other materials include, but not limited to, masonry blocks, concrete, stone, and brick. Natural materials could include, but not limited to, shrubs and trees.

Florida/Screen room: Enclosed addition located within setbacks.. Constructed on site without heat or air conditioning, and usually is screened or has plastic windows. Can be made into near living space with the addition of AC and heat. (See PCPA)

Guest: A registered visitor of a unit owner or renter who may enjoy the activities of the park. Visitors who are in the park less than 24 hours, and are in the company of the owner/renter in residence, need not be registered.

Lot: Land only. Official dimensions are shown on the maps of record located in the ACPZ office.

Maintained: Repair of, or replacement of, with like kind. Asphalt roof with asphalt roof, plastic windows with plastic windows, and painting would all be considered "with like kind".

Near living space: Cabana. Additional living space that is permitted in conjunction with the Principle Living Unit. In all instances the Principle Living Unit must be on the RV site.

Non-living space: Enclosed space without, but not limited to, heat, air-conditioning, and electricity.

Owner: Individual(s) who are listed on the public record of Pasco County, Florida as having the deed or other instrument establishing title to an RV site. (See DC18.2)

Park Model (park trailer): A Principle living unit meeting one of the following:

- Commercially constructed to ANSI A-119.5 shall not exceed 400 square feet (12ft.x35ft.).
- Commercially constructed to the United States Department of Housing and Urban Development standard shall not exceed 500 square feet (14ft.x35ft.). (See FS DMV320.01-b-7)

(All square footage measurements are of the exterior of the unit excluding any bay windows.)

Porch, landing, stoop: Accessory structure that may be located in the setbacks as a means of ingress and egress. When located in the setbacks can be enclosed with screening, lattice, or left open. (roof optional) Cannot be made into near living space.

Pre-existing conforming condition: Any physical condition that exists that does not conform to the latest recorded association documents but was in conformance the day it was installed. It may continue to exist as long as it is maintained. (Determinations of this condition are made from records maintained by the association.)

Pre-existing non-conforming condition: Any physical condition that exists that does not conform to the latest recorded association documents and was not in conformance the day it was installed. It may continue to exist as long as it is maintained and no changes are made. Any alterations to this condition would require it to be brought into compliance with the current rules. (Determinations of this condition are made from records maintained by the association.)

Principle living unit: A commercially manufactured Park Model (park trailer), Motor Home, Fifth wheel, or RV Travel trailer.

Principle Structure: Park Model (park trailer) or Roof-over.

Recreational Vehicle (RV): Commercially manufactured Park Model (park trailer), Motor Home, Fifth Wheel, RV Travel trailer, camping trailer (pop-up), private motor coach, and a truck camper on a licensed truck. (See FS DMV 320.01-b)

Recreational Vehicle (RV) site: A lot including all structures, vehicles, and utilities there on.

Registered: Persons, who have acknowledged in writing that they have received, read, and agree that they will adhere to the J-Rules as well as any other requirements required by the Association.

Renter: A registered tenant who leases a unit, in monthly increments, for their possession and use. They may participate in all allowable activities. (SeeFS 718.106 (4))

Roof-over: Principle structure that completely covers the buildable area of a lot. For a typical 45ft. wide x 65ft. deep lot the roof-over would be 30ft.wide x 35ft. deep. The 30ft.wide x 35ft. deep dimensions are all that would be required for a lot larger than typical. Comparable to (See Appendix #D-3)

Screen room: Enclosed addition classified as non living space. Constructed on site without heat, air conditioning, but with screened walls. (See PCPA)

Shall: "Shall" means must!

Shed (free standing): Accessory structure limited to 100 sq. ft. maximum for storage.

Set back line<sup>1</sup> For a typical 45x65 ft. lot with or without a principal building (See Appendix #D-1) (See PCLDC 530.12 F,G,H)

- Front 20 ft. from lot line.
- Exception: Corner lots shall have two 20 ft. front setbacks and two 7 1/2 ft. side setbacks (no rear setback). (See PCLDC) The following lots have vested rights to have one reduced front setback more closely resembling a side yard of 7 1/2 ft. Lots: 30, 53, 68, 100, 163, 184, 215, 223, 260, 290, and 304. (See vested rights determination letter dated 10/10/1989 Pasco County Planning and Zoning Dept.
- 7.5 ft. from lot line. (may be averaged on irregular pie shaped lots Appendix #D-2)
- Rear 10 ft. from lot line. (Exception: Accessory structures may be allowed to be 5 ft from a rear property line on lakefront properties only. The lakefront lot must have sufficient width to build.

These are the minimum dimensions mandated by the county. (See PCLDC Section 530.12 RV Subdivisions.)

There may be common ground between the front setback and the street. Unit owners are allowed to use this land for grass, stones, and driveways. Parking is allowed except when there is an existing sidewalk.

For an irregular, often pie shaped, lot. (See Appendix #D-2)



Irregular pie shaped properties may have side setback dimensions that are smaller on one end and larger on the other end. This is when averaging is used to locate a building on a lot. (Averaging is calculated by the county during the permit process.)

Larger lots may have dimensions that are greater than the minimum. They may be narrower in the front or rear and deeper than the 65 ft. typical property. An example would be a narrow front pie shaped property where a building must be setback farther from the front property line to allow a 30 ft. +/- wide building to be installed because the front is 25 ft. narrower than the 45 ft. width. Maintaining front setback of 20 ft. minimum between property line to the front of the principal structure is essential.

Larger lots accommodate the construction of larger additions. They must still be built within the setbacks. The Park Model Park Trailer) is still limited to the dimensions defined in the ACPZ J-Rules. (See GLOSSARY Park model)

Temporary: Time frame for a condition allowed by the Board at the discretion of the Board.

Unit: Park Model (park trailer), RV travel trailer, Motor Home, or Fifth Wheel trailer.

Unreasonable noise: Sound at such a level that it presents an annoyance to neighbors.

Within set back lines: Not to be "in" or "on" the designated setback areas.

\* For definitions, not provided in this glossary, the ACPZ Office dictionary shall be referred to.\*

## **1. GENERAL RESTRICTIONS:**

In order to maintain a community of congenial residents who are responsive to good management, the Association has certain park restrictions. (See DC 10.1-3)

- A. Owners, renters and guests must be registered at the condominium office upon arrival and departure for good security control. The unit owner is responsible for the registration of all guests and renters.
- B. Recreational facilities are for the sole use of residents, renters and their guests. Hours of use and rules for use shall be posted.
- C. Quiet hour is 10:00 p.m. to 8:00 a.m.
- D. Clotheslines must be of the umbrella type only. No lines may be secured to trees or utility poles.

- E. Patio lights are allowed within reason.
- F. Hand watering of lawns is allowed and sprinkler systems may be installed. Pumping from ponds/lakes is not allowed.
- G. The construction and maintenance of fences on lots is prohibited. The intent is for unit owners not to install barriers between properties and keep the space between structures as open as possible for safety and aesthetic reasons. This does not preclude the use of fencing materials for maintenance issues like retaining walls, safety railings, or landscape decorations.
- H. Vehicles may not exceed twelve (12) MPH within the condominium. All traffic signs to be adhered to by all wheeled vehicles.
- I. Wheeled vehicles are not permitted on walkways or grass in clubhouse area except for access to designated parking areas. Motorcycles, mopeds, powered bicycles, golf carts and bicycles may be used elsewhere in the condominium on the streets only, but must be parked in the designated areas.
- J. Vehicle maintenance may not be performed upon owner's lots or condominium property. Oil changes are permitted on owner's lots but the oil must not be disposed of anywhere in the park. Washing of vehicles will be allowed.
- K. All motorized vehicles must have headlights and tail lights. Bicycles and tricycles must have proper reflectors and lighting.
- L. All owner's or renter's motorized vehicles shall display a decal/sticker furnished by the condominium.
- M. Natural wood burning fire pits shall not be allowed. Manufactured fire pits and grills including propane, electric, and manufactured processed wood pellets may be used when placed in accordance with manufacturers recommendations.

## **2. LIVING ACCOMMODATIONS:**

- A. All lots are designated as RV sites and the only structures permitted as living accommodations are one commercially manufactured, Park Model (park trailer), RV travel trailer, Motor Home, or Fifth Wheel trailer. (See DC-10, DC-18)
- B. Units must be modern, commercially manufactured and presentable in looks and repair. All such are subject to the approval or disapproval of the Association Board.

- C. Excluded among others are mobile homes, tents, truck campers, camping trailer (pop-up or fold out campers), non-commercial buses or RV conversions, boats, and stick built homes.

### 3. ADDITIONS AND ALTERATIONS:

- A. Cabanas, Florida rooms, screen rooms, storage buildings, carports, awnings and wheel covers are allowed, provided necessary permits and approval (in writing) has been obtained from American Condominium Parks-Zephyrhills, a Condominium Association and government bodies with jurisdiction.

- Cabanas, Florida rooms, screen rooms, and carports must be securely attached to a Park Model (park trailers) principle living structure only or incorporated into a principle structure.
- Storage buildings or sheds, larger than 100 sq. ft. must be attached to a Park Model (park trailers) principle living structure only or incorporated into a principle structure.

- B: Owners of Park Model (park trailers) shall install:

- A complete concrete drive to curb within two years after placement of the Park Model (park trailer).
- Skirting at the time of placement.

- C: Plans and specifications for any additions or alterations showing proper setback plot plan which encompasses the location and setbacks, side and rear clearances as outlined in the glossary of Exhibit "J" must be approved by the Board. (BL-4.6)

- Such plans and specifications must set forth in reasonable detail the type and quality of materials, a description of the exterior appearance of the project when completed, and any other details that would be useful to the Board of Directors or requested by the Board for their review.
- Submittals must be on paper no smaller than 8-1/2"x11" for record keeping purposes.
- Maintenance submittals, such as for painting, need only be in letter form.
- Unit owners are responsible to obtain any permits required by the "Authority Having Jurisdiction" and submit copies to be filed with parcel records.

- D. The Board will use its best efforts to review as promptly as circumstances permit. (DC 11.3)



- E. Awning/coverings are permitted provided they do not extend over five feet from the unit. They may be constructed of canvas or vinyl, aluminum (permanent fold-down or roll-up). Commercial awnings on recreational vehicles are permitted.
- F. When allowed, porches, landings, or stoops with or without stairs, shall not extend more than 5 ft. into the front setback area or more than 3 ft. into the side setback area.
- G. Accessory structures, such as landings or porches, when allowed in the rear, side, or front setback areas may be enclosed with railings, shades, lattice, or screening (no plastic or glass windows). Being in the setback areas they may not be enclosed with insulated walls, heating or air conditioning. (i.e: cannot be made into living space).
- H. Accessory Structures, when allowed to extend into any setback, do not change the minimum setback requirement for the principal structure.
- I. Roof overhangs of principle structures, when allowed, shall not extend into the setback areas more than 5 ft. in front and 2 ft. on sides and rear.
- J. Covering or enclosing adjoining lots is not allowed.
- K. One free-standing shed is allowed per RV site and must be located to the rear of the lot and within the set back lines.
- L. All projects must be completed within a two-year period, from date of approval, unless granted a written extension of time by the Board of Directors of the Association for reasons of illness, adverse circumstances or other circumstances that may qualify for an extension of time. All requests for an extension of time must be submitted in writing to the Board of Directors at least sixty (60) days prior to expiration of the two-year period and must state in detail the reason(s) for the requested extension.

#### **4. LIMITATIONS ON ADDITIONS:**

- A. Cabanas, screen rooms and all additions must be within set back lines and must have a concrete or wood base (patio) as a floor. Color to be a good match to RV or white.
- B. All separate and free-standing buildings (accessory structures) are limited to one hundred (100) square feet or less in floor size and must be located to the rear of the lot and within the set back lines.

- Other sizes may be or not be approved by the Board. If approved, larger buildings must be incorporated and attached to an approved principal structure which is either a Park Model or a Roof-over that completely covers the allowable building area.
  - No accessory structures, larger than one hundred (100) square feet in floor size, shall be constructed or set upon a lot until the construction of the principal structure has been actually commenced.
  - Storage buildings may be on skids or a cement base. In any event, buildings must be tied down securely. Roof design must be approved by the Board. Color – white or good match to RV.
- C. Sufficient drainage must be maintained to the lot for runoff from roof, guttering and downspouts, as well as a pitch to concrete pads that will allow runoff to the streets or drains. Under no circumstances should the runoff be directed to a neighboring lot.  
Appendix #D-5
- D. Carports must be of substantial quality, good matching to unit color or white, subject to Board approval. When allowed, carport posts only (not roof over posts) may be relocated to the outer edge of the existing roof line. Lattice and screening may be directly attached to the posts but not extend out beyond the roof line.
- E. Skirting and wheel covers of substantial quality aluminum, vinyl, fiberglass, block, split block, lattice or canvas type to withstand the weather and wind conditions. Color – good match to the unit or white.
- F. When cementing lots, a drainage area of at least eighteen (18) inches is to be maintained around the perimeter of the lot except for the area where the driveway meets the curb. The drainage area can be grass, stone or other material as may be approved by the Board. (See Appendix #D-5)
- G. Roof-overs with cabanas must leave a 12 ft. by 35 ft. space for the possibility of a future park model to be installed.

## **5. STORAGE ON THE LOT:**

- A. The exterior use and/or storage of refrigerators, freezers, large tool chests, utility trailers, boats, boat equipment, vehicle parts and anything else not deemed compatible to the unit and surroundings is prohibited. This includes storage of any item of any type under an RV unless it has been skirted properly. Car tow dollies are permitted on lots within set back lines. Additionally, trailers utilized exclusively for transport of scooters or other mobility equipment, which is medically necessary, may be permitted upon affirmative vote of the Board of Directors, for such time as the medical necessity exists.

- B. Motor Homes, Fifth wheelers, and Travel Trailers must be parked within setbacks. When occupied for periods of time slide outs may extend into the side setback no more than 3 feet.
- C. Only one principle unit used for living purposes to be located or maintained on each lot. Other RV's permitted if parked within side or rear setbacks.
- D. Those who have a unit on their lot and also an approved licensed recreational vehicle may use these sleeping accommodations for their guests on a short-term basis. The Board shall determine the period of time.

#### **6. LANDSCAPING:**

- A. Maintenance and care of the lawn and any plantings is the responsibility of the unit owner. If any lot owner allows his lawn or landscaping to become an unsightly or deteriorated condition, the Board will mow and trim the landscaping and bill the owner for any cost.
- B. Flower gardens and landscaping are permitted on lot at owner's discretion.
- C. Any planting or improvements to or on common areas must be Board approved by way of plot plan and type of plantings and/or improvements and then they may become the property of the Association. The Board may disapprove for any reason, including aesthetics.

#### **7. UTILITY CONNECTIONS:**

Each unit must be connected to utilities in a safe and sanitary manner under existing code.

- |                 |   |
|-----------------|---|
| <b>ELECTRIC</b> | - proper sized cord and fused properly.   |
| <b>WATER</b>    | -connection without leaks.  |
| <b>SEWER</b>    | -no air or water leaks, properly trapped (rigid pipe only for park models and other RV's when possible) |

#### **8. TIE DOWN REQUIRED:**

When required by government regulation or if the RV is on location more than six (6) months or RV is stored on location any time between June 1 and November 30, unoccupied, tie downs are required for safety.

#### **9. INSPECTIONS:**



No unit or additions may remain on a lot for more than five (5) days without the facility having approval by a duly authorized inspection team representing the Association and ensuring compliance with the ACPZ J-Rules and requirements of the Association as to the condition and type of facility. All facilities may be inspected annually as to condition and conformance to these rules and regulations. (See DC 5.24) (See GLOSSARY Duly authorized inspection team)

#### **10. PONDS AND LAKES:**

- A. Ponds, lakes and other water areas are for the exclusive use of the lot owners, renters and guests.
- B. Swimming is not allowed.
- C. Gasoline motors are not permitted. Thirty-two (32) lb. thrust electric trolling motors are permitted for fishing only.
- D. Boats: It is the intent of these documents to allow boats, recreational watercraft, for the purpose of fishing or rowing. It is expected that these boats shall be limited to a row boat type and not larger than 14 feet in length.  
When allowed, such craft may be moored at the dock or on common ground, adjacent to the lake, where it does not interfere with mowing. When removed from the water, such as required during hurricane season, they must be stored outside the park. The boat owner assumes all responsibility and liability for this privilege. (See DC 23.11)

#### **11. CONDUCT OF OWNERS:**

The lot owner shall not permit or suffer anything to be done or kept in his/her unit;

- A. Which will increase the rate of insurance on the condominium property,
- B. Which will obstruct or interfere with the right of other unit owners,
- C. Which will annoy them by unreasonable noises or otherwise,
- D. Nor shall the unit owner commit or permit any nuisance, immoral or illegal act on or about the condominium property.

#### **12. PETS:**

- A. Pets are allowed in the condominium, but are restricted to species weighing no more than twenty (20) pounds, and no more than two (2) per unit.

B. When out of doors, pets must be leashed and are permitted in buffer areas around perimeter of park, on the streets, and the lot owner's site. Pets cannot be leashed out of-doors unattended.

C. Good pet control must be practiced and owners must clean up after their pets.

**13. CHILDREN:**

A. Children are allowed but must be under the supervision of an adult when in the common areas, such as recreational gaming areas.

B. Children under 16 are not allowed in hot tub and sauna.

C. Children under the age of 16 are not allowed to operate a motorized vehicle.

**14. SIGNS:**

A. No signs of any kind shall be displayed without the written consent of the Board.

B. Rules for "FOR SALE" Signs:

1. One sign per lot only.

2. If there is a building (dwelling or storage shed) on the lot, a sign not to exceed 16 inches x 24 inches by area, can be placed in the window of building facing the street while the lot/unit is for sale.

3. If no building (dwelling or storage shed) exists on the lot, one (1) free standing sign, not to exceed 16 inches x 24 inches, can be placed on the lot 10 feet from the curb line while the lot is for sale.

C. A sales/rental listing board for lots and units will be made available by the Association.

**15. NUISANCES:**

A. No nuisance shall be allowed, nor use or practice which is the source of annoyance to residents (odors from marine life included) or which interferes with the peaceful possession and proper use of the property by its residents.

- B. All properties shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

**16. COMMERCIAL AND SOLICITATION ACTIVITY:**

- A. No commercial activity of any kind, whatsoever, shall be conducted on or from any lot in the condominium.
- B. No outside soliciting of any kind, whatsoever shall be permitted in the park!

**17. LEASING OF UNITS AND LOTS:**

- A. Owners (individual or couple) may not lease more than one (1) lot/unit unless they own and reside within and upon a separate lot/unit which they own within the Association, but no lease shall be for less than one (1) month with lease's residents to be limited to four (4) persons. (Seasonal leases shall be governed by the same visitation rights as the owner.)
- B. All leases must provide that tenants agree in writing to abide by all of the Rules and Regulations of the condominium and that failure to do so is a breach of the lease. Owners must provide copy of current Exhibit "J" to renter and are liable for renter's actions, etc.
- C. Owner must take full responsibility for their rented lots/units and for their rental problems, i.e., utilities, mail key, gate pass, etc.
- D. A copy of the lease/agreement must be filed with the condominium office.
- E. Lease/agreement forms will be available at the office.

**18. PARKING:**

Owners-Renters-Guests: Licensed vehicles (autos, pickups, vans, RV's, motorcycles, mopeds, golf carts, bicycles/tricycles, handicap scooters)

- A. Parking in designated parking areas adjacent to common facilities shall be restricted to owners, renters and in-park guests actually using the common facilities or engaging in park-sponsored activities, i.e., car pooling for activities such as bowling, day trips, etc. All other parking in designated parking areas adjacent to common facilities is prohibited, unless approved by the Board. (long term parking on designated parking areas is prohibited unless approved by the board.)



- B. Vehicles may be parked on owner's lot but not on side or rear setbacks, nor on sidewalks. Parking is allowed anywhere in the front of the principal structure in the front setback including the front common ground when sidewalks are not present. Corner lots have 2 fronts with parking allowed on both.
- C. Visitors may park on street only when an overflow of Section 18B exists for daily visits providing they do not block right-of-way (1 side of street only) but not overnight.
- D. Motor homes and travel trailers may be parked in front of units, on the street for the purpose of loading and unloading only, and shall be limited to a maximum of 48 hours.
- E. Golf carts and bicycles/tricycles shall park in designated areas.
- F. Handicap golf cart parking is by Special Board Permit only.

**19. VIOLATIONS: (See DC 12-1-4)**

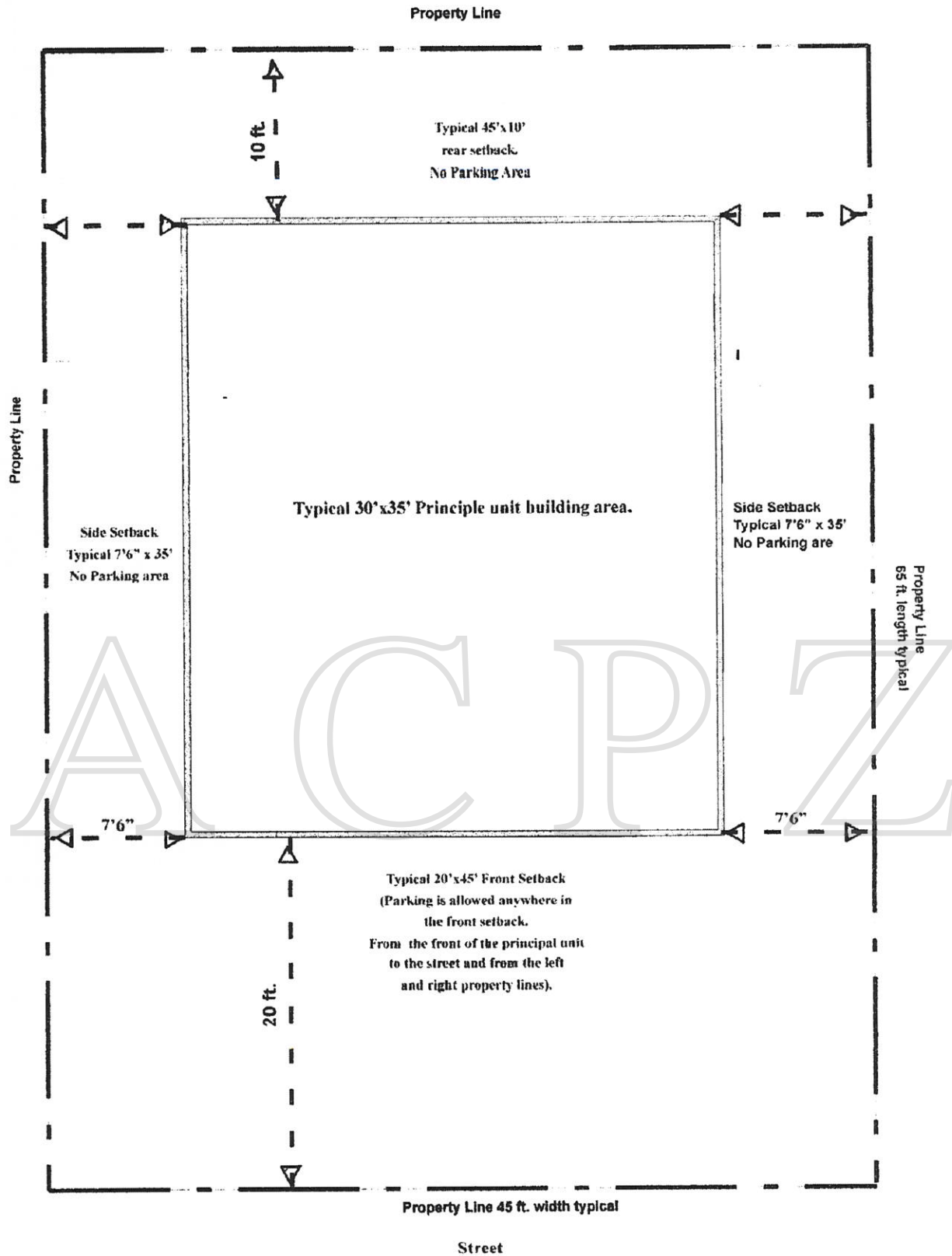
All rules and regulations contained in the DECLARATION OF CONDOMINIUM, EXHIBIT "J" ARTICLES OF INCORPORATION AND BYLAWS OF CORPORATION SHALL BE ADHERED TO.

The policy for enforcement shall be as follows;

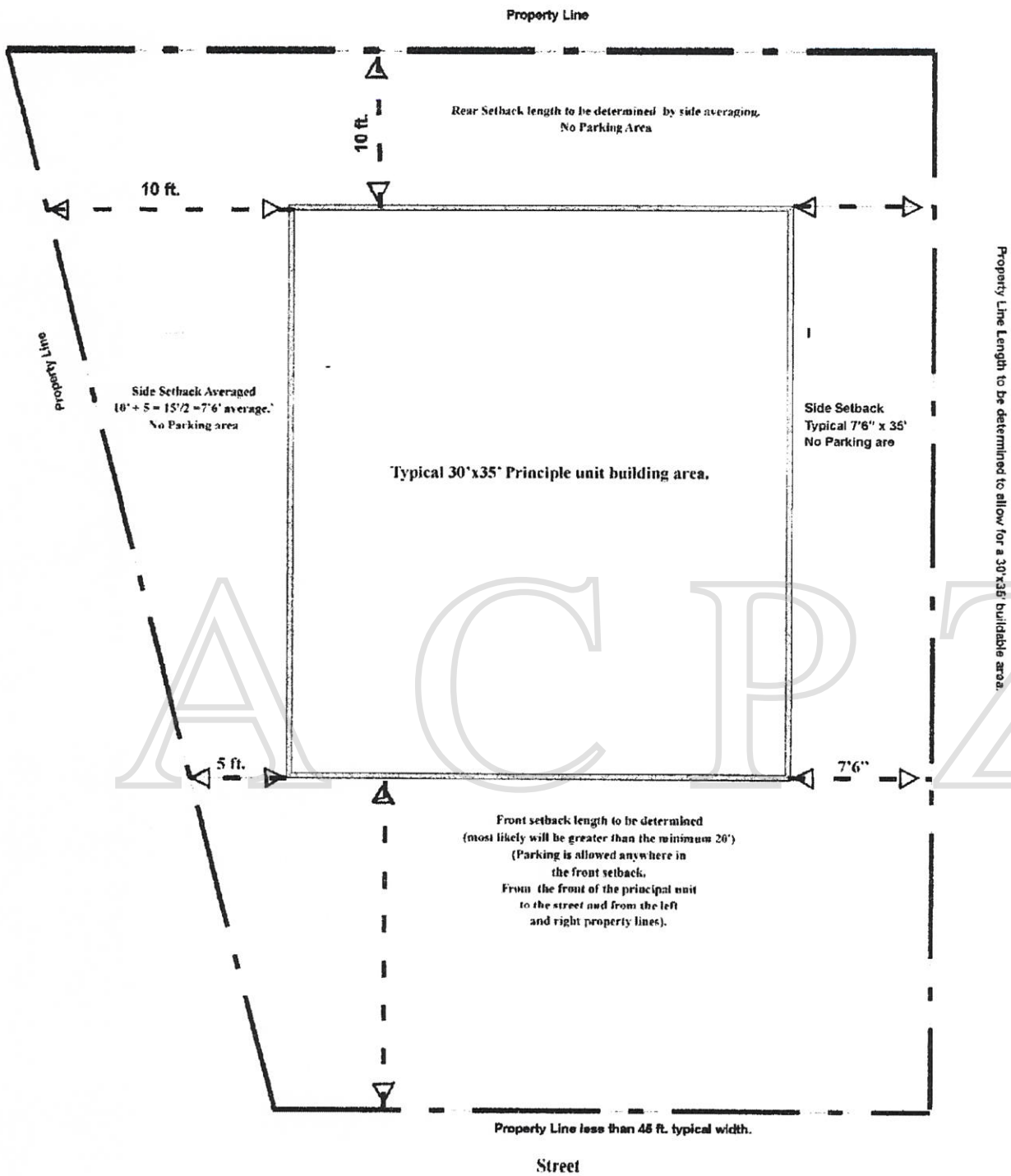
1. Letter or phone call by a Board member or appointee.
2. Registered/certified letter with return signature, specifying the violation and time frame for correction.
3. Hearing by the Board with possible fine as spelled out in our documents and Florida law and regulations.

References (Provided for informational purposes only):

FDHSMV = Florida Dept. of Highway Safety & Motor Vehicles  
FS 718 = Florida Statutes  
DC = Declaration of Condominium  
AC = Articles of Incorporation  
BL = By Laws of Corporation  
PCPA = Pasco County Property Appraiser  
PCLDC = Pasco County Land Development Code  
West's Encyclopedia of American Law



**Appendix #D-1** Setbacks for a typical 45 ft. X 65 ft. lot



## Appendix #D-2

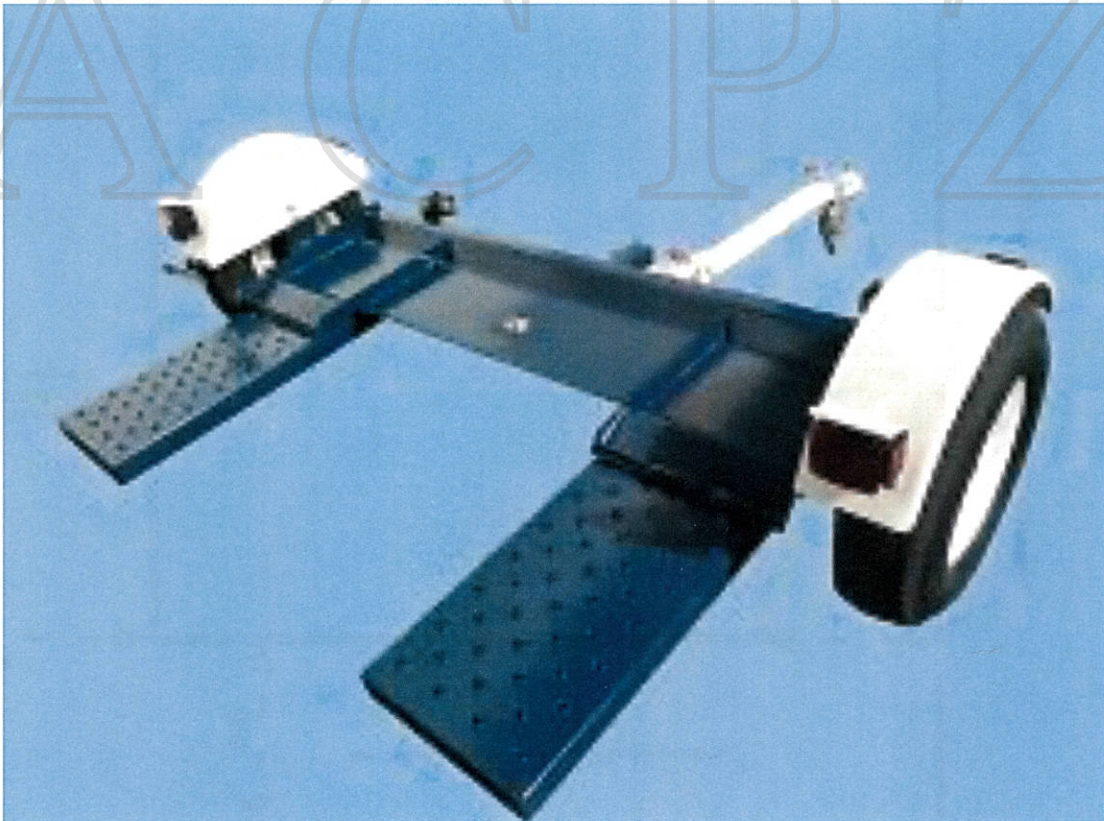
Setbacks for averaging an irregular pie shaped lot.





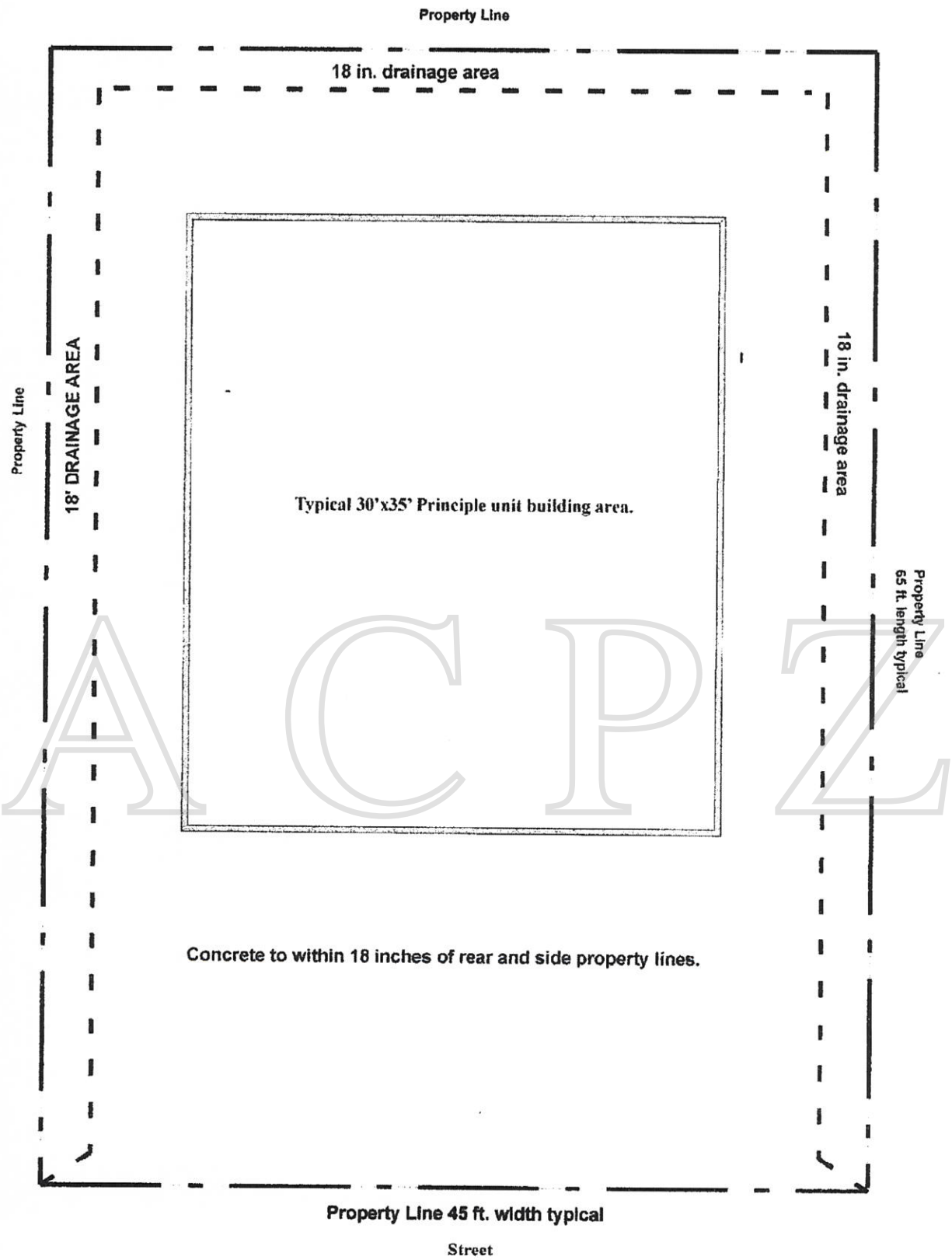
**Appendix # D-3**

**Roof Over**



**Appendix # D-4**

**Car Tow Dolly**



**Appendix #D-5** Perimeter mandatory 18" drainage space.

# Declaration of Condominium



CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
OF AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Condominium of American Condominium Parks-Zephyrhills, located in Pasco County, Florida, were duly adopted by the affirmative vote of more than 75% of the members of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., at a duly called meeting of said members held on March 19, 2012, to amend said Declaration of Condominium recorded in O.R. Book 8345, Pages 206-243, of the Public Records of Pasco County, Florida by the addition of the language attached hereto as "Exhibit "A."

IN WITNESS WHEREOF, we have affixed our hands as of the 4th day of April, 2012.

Signed, sealed and delivered  
in the presence of:

AMERICAN CONDOMINIUM PARKS-  
ZEPHYRHILLS, A CONDOMINIUM  
ASSOCIATION, INC.

George M. Schipper

By: Dennis J. LaBonte  
As its President

John Walck

George M. Schipper

By: Regina Reeves  
As its Secretary

John Walck

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, and officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DENNIS J. LaBONTE, as President of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., a Florida not-for-profit corporation, personally known to me, and he acknowledged the execution

O.R. 8687 PG 571

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thereof to be his free act and deed, on behalf of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 4th day of April, 2012.

Frances L. Day  
Notary Public

My Commission Expires June 3, 2014.

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, and officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared REGINA REEVES, as Secretary of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., a Florida not-for-profit corporation, personally known to me, and he acknowledged the execution thereof to be his free act and deed, on behalf of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state las aforesaid, this 4th day of April, 2012.

Frances L. Day  
Notary Public

My Commission Expires June 3, 2014.

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## EXHIBIT "A"

The Declaration of Condominium for American Condominium Parks-Zephyrhills is hereby amended by adding the following language to said Declaration:

"25. Occupancy Policy: Each unit shall be used for single family residential purposes only. When a unit is occupied, one of the occupants must hold equitable title or lease to the unit and must be fifty-five (55) years of age or older. No person under the age of eighteen (18) will reside with him/her. People under the age of eighteen (18) are allowed on the condominium property only for visits with relatives and for not more than thirty (30) consecutive days and not more than sixty (60) total days per calendar year.

Immediate family members (defined as parents, grandparents, children, grandchildren, brothers and sisters) under the age of fifty-five (55) and over the age of eighteen (18) may *temporarily* occupy a unit owned by an immediate family member over the age of fifty-five (55) without the owner being present. This will be by written permission from the unit owner, will not be considered a lease or rental, and will not exceed thirty (30) days duration during any calendar year.

24CFR Part 100 subpart E mandates that at least eight percent (80%) of our units that are occupied must be occupied by at least one person who is fifty-five (55) years of age or older. The association reserves the remaining twenty percent (20%) for rights of inheritance and surviving spouse. This means that upon death of the over fifty-five (55) owner/resident, the heirs or surviving spouse under fifty-five (55) will not be required to sell or move out of the property and may live in it. If they choose to sell or rent the property, it must be to a person fifty-five (55) years of age or older."

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**AMENDED NOTICE OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.  
PURSUANT TO CHAPTER 712, FLORIDA STATUTES**

This Amended Notice is filed pursuant to Section 712.03(2) Florida Statutes to preserve and protect an interest in real property. American Condominium Parks - Zephyrhills, a Condominium Association, Inc., hereby gives notice of its interest in real property as follows:

1. This Amended Notice is filed by Robert G. Snyder, President of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., 35136 Condominium Blvd., Zephyrhills, FL 33541.
2. The real property in which this interest is claimed is located in Pasco County, Florida, and is more specifically described as follows:

**See Attached Exhibit A**

3. An Affidavit pursuant to 712.06(1)(b) Fla. Stat. is attached hereto as Exhibit B.
4. The real property interest for which this notice is given is a Declaration of Condominium recorded in O.R. Book 1425, Pages 1153 through 1187, Public Records of Pasco County, Florida, a copy of which is attached to this notice as Exhibit C and hereby incorporated as a part hereof.

Dated this 28th day of May, 2010

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

BY: ROBERT G. SNYDER, PRESIDENT

WITNESS: JOHN WALCK

WITNESS: FRANCES L. DAY

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 28th day of May, 2010, by Robert G. Snyder, as President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who is personally known to me or produced as proper identification.

My Commission Expires 10-15-2013

Notary Public: David L. Bussey

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## EXHIBIT "A"

### Description-Phase I

Commence at the Northwest corner of Section 17, Township 26 South, Range 21 East, Pasco County, Florida and run thence South 0 degrees 26'54" East, along the West boundary of said Section 17, a distance of 1343.16 feet; thence South 89 degrees 35'43" East, along the South boundary of Tracts 25 and 26 ZEPHYRHILLS COLONY COMPANY TRACTS as recorded in Plat Book 2, Page 1, Public Records of Pasco County, Florida, a distance of 525.00 feet to the POINT OF BEGINNING; Continue thence South 89 degrees 35'43" East, along said boundary line, a distance of 780.70 feet thence South 0 degrees 20'57" West, 68.77 feet; thence North 54 degrees 33' 44" East, parallel to the S.R. 54 WEST, 577.53 feet thence South 35 degrees 26'16" East 400 feet to the Northerly right of way line of said S. R. 54 West, thence North 54 degrees 33'44" East, along said right of way line, 60.00 feet thence North 35 degrees 26'16 West 400 feet; thence North 19 degrees 39'40" West 387.32 feet to a point on the North boundary of Tract 22 of said ZEPHYRHILLS COLONY COMPANY TRACTS; thence North 89 degrees 30'02" West, along said North boundary, 384.62 feet thence North 0 degrees 20'57" East, a distance of 54.77 feet; thence North 89 degrees 39'03" West, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears South 48 degrees 22'47" West thence Southwesterly, along said curve, and arc distance of 46.26 feet; thence South 61 degrees 59'47" West, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance of 42.52 feet; thence South 69 degrees 26'59" West 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears South 16 degrees 28'36" East; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence South 77 degrees 35'48" West 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears North 22 degrees 16'15" West; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence South 57 degrees 51'41" West 105.00 feet; North 32 degrees 08'19" West 6.30 feet; thence South 57 degrees 51'41" West 65 feet; thence North 32 degrees 08'19 West 40.45 feet; thence South 57 degrees 51'41" West 65.00 feet; thence North 32 degrees 08'19" West 38.58 feet; thence South 57 degrees 51'41" West 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears South 34 degrees 55'27" West; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence South 11 degrees 59'13" West 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears South 83 degrees 48'15" East; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence South 89 degrees 35'43" East 36.41 feet; thence South 00 degrees 24'17" West 130.00 feet; thence South 89 degrees 35'43" East 2.00 feet; thence South 00 degrees 24'17" West 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly, along said curve, an arc distance of 124.26 feet to the POINT OF BEGINNING.

### Description-Phase II

Begin at the Northwest corner of Section 17, Township 26, South, Range 21 East, Pasco County, Florida and run thence S89 degrees 22'39"E, along the North boundary of said Section 17, a distance of 1324.41 feet; thence S00 degrees 20'57"W, along the East boundary of Tract 8 and 10 Zephyrhills Colony Company Tracts as recorded in Plat Book 2, Page1, Public Records of Pasco County, Florida, thence N89 degrees 39'03"W, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears S48 degrees 22'47"W thence Southwesterly, along said curve, an arc distance of 46.26 feet; thence S61 degrees 59'47"W, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance 42.52 feet; thence S69 degrees 26'59"W 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears S16 degrees 28'36"E; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence S77 degrees 35'48"W 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears N22 degrees 16'15"W; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence S57 degrees 51'41"W 105.00 feet; N32 degrees 08'19"W 6.30 feet; thence S57 degrees 51'41"W 65.00 feet, thence N32 degrees 08'19"W 40.45 feet; thence S57 degrees 51'41"W 65.00 feet; thence N32 degrees 08'19"W 38.58 feet; thence S57 degrees 51'41"W 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears S34 degrees 55'27" W; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence S11 degrees 59'13"W 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears S83 degrees 48'15"E; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence S89 degrees 35'43"E 36.41 feet; thence S00 degrees 24'17"W 130.00 feet; thence S89 degrees 35'43"E 2.00 feet; thence S00 degrees 24'17"W 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly along said curve, an arc distance 124.26 feet; run thence N89 degrees 35'43"W 525.00 feet; run thence N00 degrees 26'54"W, along the West boundary of said Section 17, 1343.16 feet to the Point of Beginning; containing 28.13 acres more or less,

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AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared Robert G Snyder,  
who was duly sworn and says that:

1. On February 15, 2010, the Board of Directors of American Condominium Parks -  
Zephyrhills, A Condominium Association, Inc. caused a statement in substantially the  
following form to be mailed or hand delivered to the members of American  
Condominium Parks - Zephyrhills, A Condominium Association, Inc.:

STATEMENT OF MARKETABLE TITLE ACTION

American Condominium Parks - Zephyrhills, A Condominium  
Association, Inc. (The "Association") has taken action to ensure that the  
Declaration of Condominium, recorded in Official Record Book 1425,  
Pages 1153 through 1187 of the public Records of Pasco County,  
Florida, as may be amended from time to time, currently burdening the  
property of each and every member of the Association, retains its status  
as the source of marketable title with regard to the transfer of a members  
residence. To this end, the Association shall cause the notice required by  
Chapter 712, Florida Statutes, to be recorded in the public records of  
Pasco County, Florida. Copies of this notice and its attachments are  
available through to Association pursuant to the Association's governing  
documents regarding official records of the Association.

Robert G. Snyder, President  
American Condominium Parks - Zephyrhills,  
A Condominium Association, Inc.

SWORN TO AND SUBSCRIBED BEFORE the undersigned authority this 3 day of May,  
2010, by Robert G. Snyder, President of American Condominium Parks - Zephyrhills, A  
Condominium Association, Inc., who is personally known to me or who presented  
\_\_\_\_\_ as identification.

My Commission Expires: 5/17/2010

Frances L. Day  
Notary Public

**EXHIBIT B**

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DECLARATION OF CONDOMINIUM  
OF  
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM

AMERICAN CONDOMINIUM PARKS, INC., an Indiana corporation having qualified under Florida Statutes to do business as a foreign corporation in Florida, herein called "Developer", on behalf of itself, its successors, grantors and assigns and their heirs, successors and assigns hereby make this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The fee simple title to the lands located in Pasco County, Florida, owned by Developer and described in attached Exhibit "A" as "Description - Phase I" are by this Declaration submitted to the condominium form of ownership.

2. NAME - PLAN OF DEVELOPMENT - Developer proposes to construct 90 single-family residential recreational vehicle units and associated improvements designated American Condominium Parks - Zephyrhills, a Condominium. This will be a two (2) phase Condominium per F.S. 718.403. The parcel of land described in Exhibit "B" as "Description - Phase II" will be submitted by Amendments to this Declaration to the Condominium form of ownership and will become part of the Condominium.

2.1 The phases of the Condominium and their completion dates are described in detail in Paragraph 23 of this Declaration of Condominium.

EXHIBIT C

~~O.R. 1425 PG 1153~~

~~O.R. 1399 PG 0094~~

2.2 The impact of the completion of Phase II of the Condominium will reduce the ownership of the units in Phase I in the common elements of the Condominium from 1/90th to 1/307th.

2.3 The Developer may make non-material changes in the legal description of a phase.

2.4 The first phase will contain 90 units and the second phase will contain 217 units which will be of a minimum size of 2,925 square feet and a maximum size of 3,400 square feet.

2.5 All recreation areas and facilities which will be owned as common elements by all unit owners are included in Phase I of the Condominium except for the common facilities described in Paragraph 23.10-23.13 of this Declaration of Condominium.

2.6 No time share estates will or may be created.

3. NAME - ASSOCIATION - The name of the Condominium Association is AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC. This Association is incorporated as a nonprofit Florida Corporation. The By-Laws of the Association are attached to this Declaration as Exhibit "I".

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

4.1 UNIT - A part of the Condominium property which is subject to exclusive ownership.

4.2 UNIT OWNER - The owner of a Condominium parcel.

~~O.R. 1425 PG 1154~~

~~O.R. 1399 PG 0095~~

O.R. 8345 PG 211



4.3 UNIT NUMBER - The letter, number or combination thereof which is designated upon the surveyor plans, and which is used as the identification of a unit.

4.4 ASSESSMENT - The share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner,

4.5 ASSOCIATION - The corporation responsible for the operation of the Condominium.

4.6 BOARD OF ADMINISTRATION - The Board of Directors responsible for administration of the Association.

4.7 COMMON ELEMENTS - The portions of the Condominium property not included in the units as defined in Florida Statute 718.108, including:

4.8 The land.  
4.9 All parts of the improvements which are not included within the units.

4.10 Easements.

4.10 a) Streets.

4.11 Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water, sewer, telephone and cable television.

4.12 LIMITED COMMON ELEMENTS - Those portions of common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

~~O.R. 1425 PG 1155~~

~~O.R. 1399 PG 0096~~

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4.13 COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium.

4.14 COMMON SURPLUS - The excess of all receipts of the Association collected on behalf of the Condominium including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses,

4.15 PERSON - An individual.

4.16 SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.

4.17 CONDOMINIUM DOCUMENTS - The Declaration and its attached exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the Condominium documents shall be subject to the provisions of the Declaration.

4.18 CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.19 CONDOMINIUM PROPERTY - The lands and personal property subject to Condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

~~O.R. 1425 PG 1156~~

~~O.R. 1399 PG 0097~~

O.R. 8345 PG 213

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4.20 OPERATION - The administration and management of the Condominium property.

4.21 VOTING CERTIFICATE - A document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a condominium unit owned by more than one owner or by any entity.

4.22 VOTING INTEREST - The voting rights distributed to the association members pursuant to F.S. 718.104(4)(i).

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1 CONVEYANCE - Each unit, which is a parcel of land in the shape of a geometric designation together with all improvements located thereon, shall for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the condominium property, subject only to the provisions of the condominium documents and applicable laws. Title to the land and the improvements located thereon may not be titled separately.

5.2 BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement or permissible repairs, reconstruction or alteration. The boundaries are intended to be as follows and shall be determined in the following manner.

5.3 HORIZONTAL BOUNDARIES - The upper and lower boundaries of the units shall be:

~~O.R. 1425 PG 1157~~

~~O.R. 1399 PG 0098~~

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5.4 LOWER BOUNDARIES - A plane or planes which are in all respects coincident with but which exclude the finished but unimproved surface of the ground immediately below the unit extended to meet the perimetrical boundaries,

5.5 UPPER BOUNDARIES - A plane or planes parallel to and 12 feet above the lower boundary extended to meet the perimetrical boundaries.

5.6 PERIMETRICAL BOUNDARIES - The vertical planes formed by an upward projection of the closed line surrounding the unit shown upon the surveyor plans (Exhibit "D") from the lower boundary to the upper boundary.

5.7 EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

5.8 APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the Condominium property which shall include but not be limited to:

5.9 COMMON ELEMENTS - An undivided share of the common elements as defined in chapter 718.108, Florida Statutes.

5.10 Association membership and an undivided share in the common surplus and property, real and personal, held by the association.

5.11 EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at

~~O.R. 1425 PG 1158~~

~~O.R. 1399 PG 0099~~

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any particular time and as the unit may be lawfully altered from time to time.

5-12 EASEMENT FOR ENCROACHMENT - An easement in favor of the unit owners for the use of and encroachment into the ground beneath the unit for support, foundation utilities, gardening and beautification and other reasonable purposes.

5-13 EASEMENTS - The following nonexclusive easements from the Developer to (as applicable) each unit owner, to the association and its employees, agents and hired contractors, to utility companies, the unit owners' families in residence, guests, invitees and to governmental and emergency services (but not to the general public), are hereby granted and created:

5.14 INGRESS AND EGRESS - Easements over the common areas for ingress and egress to units and public ways.

5.15 MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

5.16 UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

5.17 PUBLIC SERVICES - Access to the property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

~~O.R. 1425 PG 1159~~

~~O.R. 1399 PG 0100~~

O.R. 8345 PG 216

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5.18 MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

5.19 BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the Association's expense:

5.20 Wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or more than one unit.

5.21 Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act of omission of a unit owner, his family, lessees, invitees and guests, in that event the unit owner; the cost shall be secured as an assessment.

5.22 All incidental damage cause to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

5.23 BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

5.24 To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes wiring, piping, serving only the particular unit, sod, ramp and patio.

5.25 ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or impair any easements.

~~O.R. 1425 PG 1160~~

~~O.R. 1399 PG 0101~~

O.R. 8345 PG 217

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5.26 COMMON ELEMENTS - The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit "E".

5.27 No action for partition of the common elements shall lie.

5.28 The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

5.29 Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

5.30 Material alteration of, or substantial additions to, the common elements may be effectuated by the Developer or by a plurality of the voting interests at a meeting of owners at which a quorum is present provided however that the Association is authorized to enter into agreements, to acquire lease holds, memberships and other possessory or use interest in lands or facilities such as country clubs, golf courses, marinas and other facilities whether or not contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.

6. FISCAL MANAGEMENT - The fiscal management of the Condominium, including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the Bylaws.

~~O.R. 1425 PG 1161~~

~~O.R. 1399 PG 0102~~

O.R. 8345 PG 218

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7. ASSOCIATION - The administration of the Condominium by the Board of Administration/Directors and its powers and duties shall be as set for in the Bylaws.

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

8.1 ASSOCIATION TO PURCHASE - All insurance policies except those insuring an individual unit owner separately (see 8.2) shall be purchases by the Association.

8.2 UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as the owner may desire.

8.3 COVERAGE - CASUALTY - The common buildings and all other insurable improvements upon the land and all personal property owned by the Association (but excluding personal property, additions and/or alterations installed by the owners) shall be insured in an amount equal to the current insurable replacement value thereof (exclusive of excavation and foundations) as determined from time to time to account for inflation. Such coverage shall afford protection against:

8.4 LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement.

8.5 SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not

~~O.R. 1425 PG 1162~~

~~O.R. 1399 PG 0103~~

O.R. 8345 PG 219

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limited to flood insurance, vandalism and malicious mischief, if available.

8.6 PUBLIC LIABILITY AND PROPERTY DAMAGE - in such amounts and in such forms necessary to adequately protect the Association.

8.7 WORKERS COMPENSATION AND UNEMPLOYMENT  
COMPENSATION to meet the requirement of law.

8.8 PREMIUMS - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

8.9 ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses in excess of \$10,000.00 shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE - If any part of the common elements or units shall be damaged or destroyed

~~O.R. 1425 PG 1163~~

~~O.R. 1399 PG 0104~~

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by casualty, the same shall be repaired or replaced unless 75% of the owners in the Condominium vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the Condominium shall be terminated as provided in Paragraph 14 following.

9.1 ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the as-built plans and specifications.

9.2 CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

9.3 ESTIMATE OF COSTS - Immediately after a casualty causing damage to property which the Association under Paragraph 8 has the responsibility to insure, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

9.4 ASSESSMENTS - If the proceeds of insurance will not be sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) assessment shall be made against the unit owners in the Condominium who own the affected property (or all members of the Association in the case of Association owned property) in sufficient

~~O.R. 1425 PG 1164~~

~~O.R. 1399 PG 0105~~

O.R. 8345 PG 221

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amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against such unit owners in sufficient amounts to provide funds for the payment of such costs.

9.5 CONSTRUCTION FUNDS - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs by the Insurance Trustee and the Association, upon the written request of the Association, signed by an Officer of the Association, and by the Architect or Contractor in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the amounts so paid, or now due.

9.6 SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be repaid to the owners who contributed to the fund in the same proportion as their contributions were made. If insurance proceeds constituted the entire fund, any excess shall become a part of common surplus.

9.7 INSURANCE ADJUSTMENTS - The Board of Directors has the exclusive right to adjust with insurance companies all losses under

O.R. 1425 PG 1165

O.R. 8345 PG 222

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policies purchases by the Association.

10. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached as Exhibit "J" and the following provisions.

10.1 THE UNIT OWNER must be an adult person over the age of 55 years to reside in or on the Condominium property, and shall have no children under the age of 18 years residing with him. Children under 18 years of age are allowed in the Condominium property only for visits with relatives and for not more than thirty (30) consecutive days and not more than sixty (60) days in one calendar year. Units may not be owned by a corporation, limited liability company, partnership or other form of legal entity other than a person.

10.2 LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

10.3 REGULATIONS - Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Developer or by a plurality vote of the voting interests at a meeting at which a quorum is present. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended regulation may be enforced prior to approval by the voting interests. Changes in Exhibit "J" (Regulations) shall not be construed as amendments to this Declaration and need not be recorded in the Public Records.

O.R. 1425 PG 1166

O.R. 8345 PG 223

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10.4 USE OF THE UNITS is restricted to residential and recreational purposes only.

11. CONVEYANCE, DISPOSITION - In order assure a community of congenial residents and thus protect the value of the units, the conveyance and disposal of the units by any owner other than the Developer shall be subject to the following provisions.

11.1 NO OWNER OTHER THAN THE DEVELOPER may sell, give or dispose of a unit in any manner without the written approval of the Association

11.2 ALL LEASES must expressly state that the lessee will abide by all of the condominium documents and that failure to do so is a material breach of the lease which will be a cause for forfeiture of the lease.

The owner of each unit, by this Declaration, grants to the Condominium Association the authority as agent to act and to bring proceedings against lessees or tenants in the owner's name for violations of the documents, including eviction and termination.

11.3 THE APPROVAL OF THE ASSOCIATION shall not be arbitrarily, capriciously or unreasonable withheld and shall be obtained as follows:

11.4 WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to transfer in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, but may impose no charge in its investigation of the character and credit

O.R. 1425 PG 1167

O.R. 8345 PG 224

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worthiness of the acquirer in excess of actual expenditures reasonably required with a maximum charge of \$50.00.

11.5 IF A SALE, the Association must, within 15 days after receipt of the information required above, either approve the transaction, disapprove for cause, or furnish an alternate purchaser it approved or itself elect to purchase and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association, or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval, in writing, or if it fails to provide an alternate purchaser or purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand provide a certificate of approval.

11.6 THE SALE SHALL BE CLOSED WITHIN 60 DAYS after an alternate purchaser has been furnished or the Association has elected to purchase.

11.7 NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives the knowledge thereof.

11.8 FAILURE TO COMPLY - With this section concerning proceedings will not affect the validity of any judicial sale.

11.9 JUDICIAL SALES - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

O.R. 1399 PG 0109

O.R. 1425 PG 1168

O.R. 8345 PG 225

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11.10 UNAUTHORIZED TRANSACTIONS - Any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT - Each owner and the Association shall be governed by and shall comply with the terms of the Condominium Documents as they may be amended from time to time.

12.1 Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by an unit owner.

12.2 In any such proceeding, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

12.3 In the event of a grievance of an owner against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of 20 days in which to resolve the grievance.

12.4 NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other infractions.

13. AMENDMENTS - Amendments to this Declaration shall be in accordance with the following:

~~O.R. 1399 PG 0110~~

~~O.R. 1425 PG 1169~~

O.R. 8345 PG 226

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13.1 An Amendment may be proposed either by the Board of Directors or by an Owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed and in recordable form signed by the President or Vice President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners, (which vote may be evidenced by written approval of owners not present), and the separate written joinder of mortgagees where required shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

13.2 CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents amendment of which will not materially adversely affect the property rights of unit owners, a plurality of the voting interests in the Condominium at a meeting at which there is a quorum, shall be the required percentage, or the procedure set forth in F.S. 718.110(5) may be used.

13.3 REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any Condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the percentage by which the unit owner shares in

~~O.R. 1399 PG 0111~~

~~O.R. 1425 PG 1170~~

O.R. 8345 PG 227

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ownership of the common elements, shares of the common expenses and owns the common surplus, or materially adversely affects the property rights of owners may be enacted by a 51% vote.

13.4 EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in the 13.3 above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and in the case of percentages of ownership, the affirmative vote of the owners of all units. This section shall be deemed to include enlargement or material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; which shall otherwise be treated as regular amendments. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.

13.5 No amendment shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer holds any units for sale in the ordinary course of business or has the right to offer additional units for sale in the future.

14. TERMINATION - The Condominium shall be terminated if at all, in the following manner:

14.1 By the agreement of 100% of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land, and upon the written

~~O.R. 1399 PG 0112~~

~~O.R. 1425 PG 1171~~

O.R. 8345 PG 228

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consent by all of the holders of recorded liens affecting any of the Condominium parcels. The termination shall become effective when such instrument or instruments and written consents have been recorded in the public records.

14.2 SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the Condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit "F". All funds of the Condominium held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners in the shares set forth in Exhibit "G". The costs incurred by the Association in connection with a termination shall be a common expense.

15. PROVISIONS PERTAINING TO THE DEVELOPER - so long as the Developer holds more than one unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

15.1 Assessment of the Developer as a unit owner for capital improvements.

15.2 Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property and display of signs.

~~O.R. 1399 PG 0113~~

~~O.R. 1425 PG 1172~~

O.R. 8345 PG 229

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16. RIGHTS OF MORTGAGEES - Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure, or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless it is secured by a claim of lien for assessments recorded prior to the recordation of the mortgage.

Also, such mortgagee may obtain title, own, occupy lease, sell or otherwise dispose of such unit without the approval of the Association.

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers provided in F.S. 718.116, and shall be entitled to receive interest at eighteen (18) percent per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

18.1 ALL OWNERS OR UNITS in the Condominium shall be members of the Association, and no other persons or entities other

~~O.R. 1399 PG 0114~~

~~O.R. 1425 PG 1173~~

O.R. 8345 PG 230

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than Directors selected by the Developer shall be entitled to membership.

18.2 MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Pasco County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium; the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. COMMON EXPENSES AND COMMON SURPLUS - The percentage of sharing common expenses and the percentage of ownership of common surplus are shown on Exhibit "H" to this Declaration.

20. SEVERABILITY - If any provision of this Declaration or the exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. VOTING - Each unit shall have one full indivisible vote in all matters.

~~O.R. 1399 PG 0115~~

~~O.R. 1425 PG 1174~~

O.R. 8345 PG 231

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22. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the Condominium property, and closing of all unit sales, the Developer specifically reserves the right, without the joinder of any person, to make such changes in the Declaration and its attachments or in the plan of development permitted by law, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable except that the Developer may not, by the use of this reserved authority, change the plan of phasing. This paragraph shall take precedence over any other provision of the Declaration or its Exhibits.

23. PHASING - The Condominium will be developed in two phases. The legal descriptions of the land which will comprise Phase I and II are contained in Exhibit "A" and Exhibit "B" to the Declaration.

23.1 The number of units to be completed in each phase is as follows:

1985. Phase I - 90 units - will be completed on or before February 1,

1985. Phase II - 217 units - will be completed on or before August 1,

23.2 The percentage ownership of each unit in the Condominium as each Phase is added shall be as follows:

Phase I only - 1/90

Phase I and II together - 1/307

O.R. 1399 PG 0116

O.R. 1425 PG 1175

O.R. 8345 PG 232

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23.3 The recreation areas and facilities to be owned as common elements in Phase I are as follows:

23.4 A 5500 square foot clubhouse located in the south central recreational area containing a fully restaurant equipped kitchen; ~~a laundry room with 8 coin-operated washers and 3 coin-operated dryers~~ (AMENDED); a sauna; completely tiled ladies and mens restrooms with bath shower facility; an office; a fully equipped game and pool room (4 game tables and chairs and 1 pool table); and 75 foot by 35 foot meeting room with public address system, 30 tables, 300 chairs, fireplace, and bingo console. The approximate capacity of this building in terms of the number of people who could use it at a given time is 350 people.

23.5 Large 40,000 gallon free form swimming pool with surrounding patio area with 12 chaise lounges, 6 round tables and 36 chairs.

23.6 Eight fully lighted Nidy shuffleboard courts.

23.7 Golf putting green and golf driving net.

23.8 One tennis court and one volleyball court.

23.9 One individual free-standing weather protected wood structure at the north center of the recreation area containing individually keyed mailboxes numbered 1 through 307 servicing both Phase I and Phase II of the Condominium.

23.10 The recreation areas and facilities to be owned as common elements in Phase II are as follows:

~~O.R. 1399 PG 0117~~

~~O.R. 1425 PG 1176~~

O.R. 8345 PG 233

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23.11 Lakefront walk four feet in width and approximately 400 feet long ending in a picnic area of approximately one acre with a gazebo and approximately six picnic tables with charcoal grills. At the beginning of the walk there is a pier for access to the lake for fishing and boating.

23.12 One independent building with completely tiled mens and women restrooms and bath shower and laundry facility. This facility contains six coin operated washers and six coin operated dryers.

23.13 Included both in Phase I and Phase II there are approximately 6 acres of water body connected by a channel which has been stocked with bass fish and will be available for fishing and paddleboating.

23.14 The cost of operating and maintaining the recreation area and facilities will be included as an item in the Condominium Budget as a common expense to be paid by the unit owners. It is mandatory that the residential unit owners pay their proportionate share of the cost of the operation and maintenance of the recreation area.

23.15 The Developer does not contemplate providing additional facilities not described above.

23.16 The ownership in the Association shall be as shown in Paragraph 23.2. If any phase is not built, the fraction of ownership will remain at the level that already exists.

~~O.R. 1399 PG 0118~~

~~O.R. 1425 PG 1177~~

O.R. 8345 PG 234

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23.17 Pursuant to F.S. 718.403(6) amendments to the Declaration adding phases do not require the consent of any unit owners other than the Developer nor of any other person.

24. ADD-ON ROOMS - Pursuant to Pasco County, Florida, zoning restrictions no permanent add-on rooms shall be allowed on any of the recreational vehicles except for screen rooms, with or without vinyl windows, awnings, or storage sheds.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made an entered into this 12 day of December, 1984.

Signed, sealed and delivered  
in the presence of  
Virginia A. Herron  
Bobby G. Baker

AMERICAN CONDOMINIUM PARKS, INC.  
an Indiana corporation qualified  
to do business in the State of  
Florida

W. Richard Harron  
Vice President and Secretary

STATE OF FLORIDA )  
COUNTY OF PASCO )

SS

The foregoing instrument was acknowledged before me this 12 day of December, 1984 by W. Richard Herron, Vice President and Secretary, on behalf of American Condominium Parks, Inc., an Indiana corporation qualified to do business in Florida.

Dorothy G. Baker  
Notary Public

My commission expires Sept. 15, 1988

~~O.R. 1399 PG 0119~~

~~O.R. 1425 PG 1178~~

O.R. 8345 PG 235

EXHIBIT "A"  
Description-Phase I

Commence at the Northwest corner of Section 17, Township 26 South, Range 21 East, Pasco County, Florida and run thence South 0 degrees 26'54" East, along the West boundary of said Section 17, a distance of 1343.16 feet; thence South 89 degrees 35'43" East, along the South boundary of Tracts 25 and 26 ZEPHYRHILLS COLONY COMPANY TRACTS as recorded in Plat Book 2, Page 1, Public Records of Pasco County, Florida, a distance of 525.00 feet to the POINT OF BEGINNING; Continue thence South 89 degrees 35'43" East, along said boundary line, a distance of 780.70 feet thence South 0 degrees 20'57" West, 68.77 feet; thence North 54 degrees 33' 44" East, parallel to the S.R. 54 WEST, 577.53 feet thence South 35 degrees 26'16" East 400 feet to the Northerly right of way line of said S. R. 54 West, thence North 54 degrees 33'44" East, along said right of way line, 60.00 feet thence North 35 degrees 26'16 West 400 feet; thence North 19 degrees 39'40" West 387.32 feet to a point on the North boundary of Tract 22 of said ZEPHYRHILLS COLONY COMPANY TRACTS; thence North 89 degrees 30'02" West, along said North boundary, 384.62 feet thence North 0 degrees 20'57" East, a distance of 54.77 feet; thence North 89 degrees 39'03" West, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears South 48 degrees 22'47" West thence Southwesterly, along said curve, and arc distance of 46.26 feet; thence South 61 degrees 59'47" West, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance of 42.52 feet; thence South 69 degrees 26'59" West 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears South 16 degrees 28'36" East; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence South 77 degrees 35'48" West 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears North 22 degrees 16'15" West; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence South 57 degrees 51'41" West 105.00 feet; North 32 degrees 08'19" West 6.30 feet; thence South 57 degrees 51'41" West 65 feet; thence North 32 degrees 08'19 West 40.45 feet; thence South 57 degrees 51'41" West 65.00 feet; thence North 32 degrees 08'19" West 38.58 feet; thence South 57 degrees 51'41" West 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears South 34 degrees 55'27" West; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence South 11 degrees 59'13" West 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears South 83 degrees 48'15" East; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence South 89 degrees 35'43" East 36.41 feet; thence South 00 degrees 24'17" West 130.00 feet; thence South 89 degrees 35'43" East 2.00 feet; thence South 00 degrees 24'17" West 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly, along said curve, an arc distance of 124.26 feet to the POINT OF BEGINNING.

EXHIBIT B  
Description-Phase II

Begin at the Northwest corner of Section 17, Township 26, South, Range 21 East, Pasco County, Florida and run thence S89 degrees 22'39"E, along the North boundary of said Section 17, a distance of 1324.41 feet; thence S00 degrees 20'57"W, along the East boundary of Tract 8 and 10 Zephyrhills Colony Company Tracts as recorded in Plat Book 2, Page1, Public Records of Pasco County, Florida, thence N89 degrees 39'03"W, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears S48 degrees 22'47"W thence Southwesterly, along said curve, an arc distance of 46.26 feet; thence S61 degrees 59'47"W, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance 42.52 feet; thence S69 degrees 26'59"W 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears S16 degrees 28'36"E; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence S77 degrees 35'48"W 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears N22 degrees 16'15"W; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence S57 degrees 51'41"W 105.00 feet; N32 degrees 08'19"W 6.30 feet; thence S57 degrees 51'41"W 65.00 feet, thence N32 degrees 08'19"W 40.45 feet; thence S57 degrees 51'41"W 65.00 feet; thence N32 degrees 08'19"W 38.58 feet; thence S57 degrees 51'41"W 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears S34 degrees 55'27" W; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence S11 degrees 59'13"W 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears S83 degrees 48'15"E; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence S89 degrees 35'43"E 36.41 feet; thence S00 degrees 24'17"W 130.00 feet; thence S89 degrees 35'43"E 2.00 feet; thence S00 degrees 24'17"W 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly along said curve, an arc distance 124.26 feet; run thence N89 degrees 35'43"W 525.00 feet; run thence N00 degrees 26'54"W, along the West boundary of said Section 17, 1343.16 feet to the Point of Beginning; containing 28.13 acres more or less,

O.R. 1399 PG 0121

O.R. 1425 PG 1180

O.R. 8345 PG 237

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THERE IS NO EXHIBIT C

AC PZ

~~O.R. 1399 PG 0122~~

~~O.R. 1425 PG 1181~~

O.R. 8345 PG 238

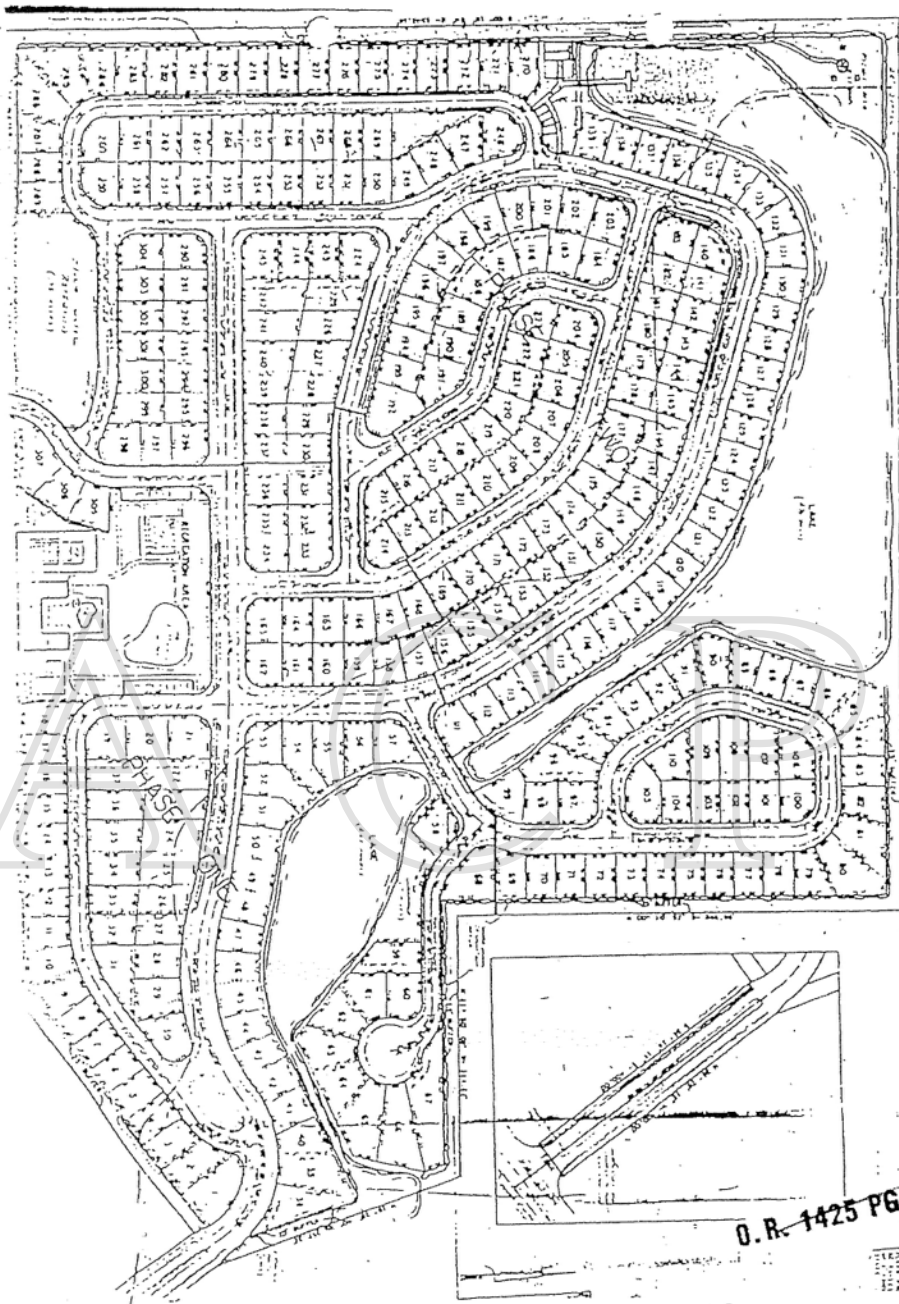
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EXHIBIT D

American Corded Minimum Point, 1976



O.R. 1425 PG 1182

O.R. 1399 PG 0123

O.R. 1399 PG 0123

O.R. 1425 PG 1182

O.R. 8345 PG 239

EXHIBIT E

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

Percentages of Ownership

Phase 1 alone - 1/90th

Phase I and II together - 1/307th

ACPZ

~~O.R. 1399 PG 0124~~

~~O.R. 1425 PG 1183~~

O.R. 8345 PG 240

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EXHIBIT F

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

Percentages of Ownership

Phase I alone - 1/90th

Phase I and II together - 1/307th

ACPZ

O.R. 1399 PG 0125

O.R. 1425 PG 1184

O.R. 8345 PG 241

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EXHIBIT G

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

Percentages of Ownership

Phase I alone - 1/90th

Phase I and II together - 1/307th

A

C

P

Z

O.R. 1399 PG 0126

O.R. 1425 PG 1185

O.R. 8345 PG 242

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## EXHIBIT H

### AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

#### Percentages of Ownership

Phase I alone - 1/90th

Phase I and II together - 1/307th

ACPZ

O.R. 1399 PG 0127

O.R. 1425 PG 1186

O.R. 8345 PG 243

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This is a corrective Declaration of Condominium of American Condominium Parks-Zephyrhills, A Condominium, correcting a scrivener's error in the original Declaration of Condominium of American Condominium Parks-Zephyrhills, A Condominium, recorded on Official Record Book 1399, Page 0094 through 0127, Public Records of Pasco County, Florida.

ACPZ

O.R. 1425 PG 1187

O.R. 8345 PG 244

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## CERTIFICATE

I, Regina S. Reeves, being the duly elected secretary of American Condominium Parks - Zephyrhills, A Condominium Association, Inc., do hereby certify that at a duly called meeting of the membership of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., March 17, 2003 the Declaration of Condominium was amended by eliminate the following:

23.4 To eliminate from the clubhouse, one (1) laundry room with eight (8) coin operated washers and eight (8) coin operated dryers.

I, Regina S. Reeves, being the duly elected secretary of American Condominium Parks - Zephyrhills, A Condominium Association, Inc., do hereby set my hand and the seal of the corporation to this certificate this 29th day of September, 2003.

Signed and sealed in the presence of:

Illegible signature

Regina S. Reeves  
Regina S. Reeves, Secretary

Sandra K. Moran

State of Florida  
County of Pasco

The undersigned, Regina S. Reeves, personally know to me to be secretary of American Condominium Parks - Zephyrhills, A Condominium Association Inc.

Signed and acknowledged the execution of the foregoing certificate this 29th day of September, 2003.

Rosemary A. Bush  
Notary Public

My Commission Expires January 31, 2006.

O.R. 5560 PG 1190



# Articles of Incorporation

ARTICLES OF INCORPORATION  
OF  
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.  
(a corporation not for profit)

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of Florida Statutes and certify as follows:

ARTICLE 1

Name

The name of this corporation shall be: AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

Purpose

In accordance with the provisions of Chapter 718 of Florida Statutes, commonly known as the Condominium Act, a condominium will be created upon certain lands in Pasco County, Florida, to be known as AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, a condominium. The Declaration subjecting the lands involved to a condominium form of ownership will be recorded among the public records of Pasco County, Florida. This corporation is organized of the purpose of operating, governing, administering and managing the property and affairs of the condominium, to wit: AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, a Condominium, and to exercise all powers and discharge

all responsibilities under the laws of Florida, the bylaws, these Articles of Incorporation and the aforementioned Declaration of Condominium, and further to exercise all powers granted to a condominium, and further to exercise all powers granted to a condominium association under the Condominium Act and to acquire, hold, convey and otherwise deal in and with real and personal property in this corporation's capacity as a condominium association.

### ARTICLE III

#### Powers

The powers of the corporation shall include and be governed by the following provisions:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and in addition all of the powers conferred by the Condominium Act upon a condominium association, and in addition, all of the powers set forth in the Declaration of Condominium of AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, a Condominium which are not in conflict with the law.

2. The corporation shall have all of the powers reasonably necessary to implement the powers of the corporation, including but not limited to:

(a) To operate and manage the condominium and condominium property in accordance with the same meaning, direction, purpose and intent contained in the Declaration of Condominium of AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, a Condominium when the same has been recorded in the public records of Pasco County, Florida.

O.R. 1399 PG 0130

(b) To make and collect assessments against members to defray the cost of the condominium and to refund common surplus to members.

(c) To use the proceeds of the assessments in the exercise of its powers and duties.

(d) To maintain, repair, replace and operate the condominium property.

(e) To reconstruct improvements upon the condominium property after casualty, and to further improve the property.

(f) To make and amend regulations respecting the use of the property in the condominium.

(g) To approve or disapprove the proposed purchasers, lessees and mortgagees of lots or units.

(h) To enforce by legal means the provisions of the condominium documents, these Articles, the Bylaws of the corporation and the regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the corporation except such as a specifically required by the condominium documents to have approval of the Board of Directors or the membership of the corporation.

3. All funds and title of all properties acquired by the corporation and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the corporation shall be subject to and be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the condominium property.

#### ARTICLE IV

##### Members

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. Until such time as the Declaration of Condominium of AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, a Condominium shall be recorded among the public records of Pasco County, Florida, the membership of this corporation shall be comprised of the subscribers to these Articles, or their assigns, each of which subscribers or his assigns, shall be entitled to cast one (1) vote on all matters in which the membership shall be entitled to vote.

2. After the recording of the Declaration of Condominium of AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, a Condominium, the owners of each condominium unit in the aforementioned condominium, as said condominium may then be constituted, shall each be a member of the corporation and at such time the subscribers who are members of the corporation by virtue of paragraph 1 above shall no longer be members by virtue of said paragraph 1.

3. Thereafter, membership in the corporation shall be established by acquisition of the fee title to a condominium unit in AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, a Condominium whether by

conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee interest in any unit except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more units, so long as such party shall retain title to a fee ownership interest in any unit.

4. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit. The properties, funds and assets of the corporation shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium and in the bylaws which may be hereafter adopted.

5. On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each unit in the condominium, which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the bylaws of this corporation. Should any member own more than one (1) unit, such member shall be entitled to exercise or cast one (1) vote for each unit owned in the manner provided by said bylaws.

## ARTICLE V

### Term

This corporation shall have perpetual existence.

## ARTICLE VI

### Officers

The affairs of this corporation shall be managed by its officers, subject however, to the directions of the Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles and in accordance with the bylaws. The officers of this corporation shall consist of a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors according to the bylaws of this corporation. The Directors, if they desire, may combine the offices of the Secretary and Treasurer and, in addition, provide for such other officers, agents, supervisory personnel or employees of the corporation as they shall see fit, none of whom need to be a member of the corporation. Commencing with the first annual meeting of the Board of Directors in March, 1985, officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. The names of the officers who are to serve until the first election by the Board of Directors are as follows:

President	Bobby G. Baker
Vice President	Dale E Hill
Secretary-Treasurer	W. Richard Herron

None of the above officers specifically named in these articles shall be required to be a member of this corporation to hold office.



## ARTICLE VII

### Board of Directors

This corporation shall be governed by a Board of Directors consisting of three (3) persons, as provided for in the bylaws, until November 15, 1984, when the Board of Directors shall be expanded to five (5) persons. The names and post office addresses of the three persons who will serve as directors until the first annual meeting in March, 1985, or until their successors are appointed or elected and qualified, are as follows:

Bobby G. Baker  
2000 South Highway 301  
Dade City, FL 33525

Dale E. Hill  
100 Bel Aire Drive  
Zephyrhills, FL 34248

W. Richard Herron  
P. O. Box 1799  
Zephyrhills, FL 34283

Until the first annual meeting in March, 1985, the developer of the condominium or his successor developer or developers shall be entitled to appoint all members of the Board of Directors, except that the membership shall be entitled to elect those members required by the Condominium Act (F.S. 718.301(a) through (d) inclusive.) Commencing with the first annual meeting in March, 1985, and thereafter, Boards of Directors shall be elected by members in the manner and in accordance with the method provided for in the bylaws of the corporation as same shall be constituted from time to time.

## ARTICLE VIII

### Removal of Officers and Directors

Any officer may be removed prior to the expiration of his term of office in the manner hereinafter provided, or in such manner as in the bylaws provided. Any officer may also be removed for cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of this corporation may be removed with or without cause, and for any reason, upon a petition in writing of ten percent (10%) of the members of this corporation and approved at a meeting of members called at least in part for the purpose, by a majority vote of the membership. The petition calling for the removal of such officer and/or director shall set forth a time and place for the meeting of members and notice shall be given to all members of such special meeting of the members at least fourteen (14) days prior to such meeting in the manner provided by the bylaws for the giving of notices of such special meetings. At any such meeting the officer and/or director whose removal is sought shall be given the opportunity to be heard. Notwithstanding the foregoing, the Developer of the condominium, AMERICAN CONDOMINIUM PARKS, INC., or its successor developer or developers, shall be entitled to appoint all members of the Board of Directors until the first annual meeting in March, 1985, as set forth in Article VII hereof.

## ARTICLE IX

### Indemnification of Officers and Directors

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer of the corporation whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE X

### Bylaws

The original bylaws of this corporation shall be adopted by a majority vote of the members of this corporation present at a meeting of members called for the purpose, at which a majority of the membership is present, and thereafter the bylaws of this

corporation may be amended, altered or rescinded only in the manner provided for in the Declaration of Condominium hereinabove described or provided for in the bylaws. The original bylaws of this corporation shall be appended to the Declaration of Condominium above described at the time of the recording of the Declaration of Condominium among the public records of Pasco County, Florida.

## ARTICLE XI

### Prohibition Against Issuance of Stock and Distribution of Income

This corporation shall never have or issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the corporation of compensation in a reasonable amount to the members, directors or officers for services rendered, nor shall anything herein be construed to prohibit the corporation from making any payments or distribution to members of benefits, monies or properties permitted by Section 617.011 of Florida Statutes and contemplated by the Declaration of Condominium and/or Condominium Act.

## ARTICLE XII

### Contractual Powers

In the absence of fraud, no contract or other transaction between this corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any director or officer of this corporation is pecuniarily

or otherwise interested in, or is a director, member, or officer of any such other firm, association, corporation or partnership, or is a party or pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

#### ARTICLE XIII

##### Subscribers

The names and post office addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Bobby G. Baker	2000 South Highway 301 Dade City, FL 33525
Dale E. Hill	100 Bel Aire Drive Zephyrhills, FL 34248
W. Richard Herron	P. O. Box 1799 Zephyrhills, FL 34283

#### ARTICLE XIV

##### Amendment

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors

and approved by a vote of the majority of members of this corporation present at any meeting of the members of the corporation called at least in part to consider such amendment, or approved in writing by the members of this corporation having not less than a majority of the total membership vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 12th day of October, 1984.

Bobby G. Baker

Dale E. Hill

W. Richard Herron

STATE OF FLORIDA )

COUNTY OF PASO )

SS

BEFORE ME, the undersigned officer, duly authorized in the state and county aforesaid to take acknowledgments this day personally appeared Bobby G. Baker, Dale E. Hill, and W. Richard Herron, to me well known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation of AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they signed and executed the same for the purposes therein set forth.

O.R. 1399 PG 0140

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal this 12th Day of October, 1984.

Dorothy G. Baker

Notary Public, State of Florida

My Commission Expires Sept. 15, 1988

ACPZ

O.R. 1399 PG 0141



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following  
is submitted in compliance with said Act:

First— —that AMERICAN CONDOMINIUM PARKS-  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC. desiring to  
organize under the laws of the State of Florida with its principal office in the  
City of Zephyrhills, County of Pasco, State of Florida, has named Bobby G.  
Baker, located at 2000 South Highway 301, Dade City, Florida 33525,  
County of Pasco, State of Florida, as its agent to accept service of process  
within this state.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above  
stated corporation, at place designated in this certificate, I hereby accept to  
act in this capacity and agree to comply the provision of said Act relative to  
keeping open said office.

Bobby G. Baker

# By-Laws

CERTIFICATE OF AMENDMENT  
TO  
BYLAWS  
OF  
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached amendments to the Bylaws of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., as described in O.R. Book 1419 at Page 1121 of the Official Records of Pasco County, Florida were duly approved as required by said Bylaws at a meeting of the members held on March 15, 1993, in the manner prescribed by said Bylaws.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of April, 1993, at Pasco County, Florida

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS  
A CONDOMINIUM ASSOCIATION, INC.

Witnesses:

Signature illegible  
Marilyn Davis

By: William W. Davis, President

Attest: George M. Schipper, Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The forgoing instrument was acknowledged before me this 12 day of April, 1993, by William W. Davis, and George M. Schipper, to me known to be the President and Secretary, respectively, of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., who are personal known to me or who have produced \_\_\_\_\_ as identification; and who did (did not) take an oath. If no type of identification is indicated, the above-named persons is/are personally known to me.

Dorothy M. Wade  
Notary Public, State of Florida

My Commission expires July 2, 1990

O.R. 3138 PG 0055

ADOPTED AMENDMENTS TO THE BYLAWS  
AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS  
A CONDOMINIUM ASSOCIATION, INC.

Additional text is shown by underlining  
Deleted text is shown by ~~strike through~~

2. MEMBERS' MEETINGS

2.3 NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States Mail, or hand delivered, at least 14 days prior to the annual meeting. A post office certificate, or signed receipt in the case of hand delivery of the notice, shall be obtained and retained as proof of such mailing notice. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least 14 continuous days prior to the annual meeting.

2.4 NOTICE OF BUDGET MEETINGS - The Board of Administration/ Directors shall also mail or hand-deliver a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than ~~30~~ 14 days prior to the meeting at which the budget will be considered.

2.7 NOTICE OF OTHER SPECIAL MEETINGS - Notice of other special meetings not covered above shall be in writing and mailed or hand-delivered to each member, and if mailed, by first class, postage pre-paid, not less than 10 days prior to the meeting.

Substantial Revision of Text. See existing section for current provisions.

3. BOARD OF ADMINISTRATION/DIRECTORS

3.9 TERM OF BOARD MEMBERS - In order to provide for continuity of experience, the Board Members shall be elected to staggered terms of two years each. Beginning with the 1994 Annual Meeting, two directors shall be elected to serve initial one-year terms, and three directors shall be elected to serve initial two-year terms. The three candidates receiving the highest number of votes shall serve the two-year terms. If the Developer is still allowed to appoint one person to the Board, that person shall be appointed to fill one of the initial one-year terms. Thereafter, all Board Members shall be elected, or appointed by the Developer if appropriate, to serve two-year terms.

O.R. 3138 PG 0056

RESOLUTION AMENDING BYLAWS OF AMERICAN CONDOMINIUM PARKS-  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.

WHEREAS, The Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. were recorded on June 26, 1985 in Official Record Book 1419, Pages 1121 through 1141 of the Public Records of Pasco County, Florida; and

WHEREAS, Certificates and/or Resolutions amending the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. were recorded on April 7, 1988 in O.R. Book 1695, Page 49; on May 5, 1992 in O.R. Book 3026, Page 250; on April 15, 1993 in O.R. Book 3138, Page 55; on May 22, 1998 in O.R. Book 3938, Page 1163; and on May 14, 2007 in O.R. Book 7496, Page 1644, Public Records of Pasco County, Florida; and

WHEREAS, a majority of the voting interests of the membership of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. has approved an additional amendment to the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. as set forth herein at a noticed meeting at which the amendment was considered.

NOW, THEREFORE, it is hereby resolved as follows:

1. Section 2.2A of the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. which is contained in a Certificate (of Amendment) recorded on April 7, 1988 in O.R. Book 1695, Page 49, of the Public Records of Pasco County, Florida is hereby rescinded.
2. Membership meetings shall hereafter be held in accordance with Section 2 of the original Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. recorded June 26, 1985 in O.R. Book 1419, Pages 1121 through 1141, of the Public Records of Pasco County, Florida.

The Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., by and through its undersigned president and secretary, certifies that this Resolution was approved by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. at the annual membership meeting held March 15, 2010.

Witness: George M. Schipper

By: Robert G. Snyder, President

Witness: Pauline C. Breton

By: Paul Stakun, Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 14th day of April, 2010, by Robert G. Snyder, as President of the Board of Directors and Paul Stakun, as Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who are personally known to me.

Frances L. Day  
Notary Public

My Commission Expires May 17, 2010

O.R. 8312 PG 1569  
2 OF 2

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EXHIBIT 1  
BYLAWS  
OF  
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY - These are the Bylaws of AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM, which is located at Zephyrhills, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the Association).

1.1 OFFICE - The office of the Association shall be at the Condominium.

1.2 FISCAL YEAR - The fiscal year of the Association shall be the calendar year. *[Handwritten insert follows:] Changed to April 1 to March 31. Recorded 3/24/87. O.R. 3026 page 0249*

1.3 SEAL - The seal of the Association shall bear the name of the Association, the word "Florida", and the year of establishment.

2. MEMBERS' MEETINGS

2.1 ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or as such other convenient location as may be determined by the Board of Administration/Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the members.

O.R. 1419 PG 1121

2.2 SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice President, or by a majority of the Board of Administration/Directors, and when called by written notice from ten (10) percent of the entire membership. As to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Administration/Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

2.3 NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least 14 days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least 14 days prior to the annual meeting.

2.4 The Board of Administration/Directors shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 30 days prior to the meeting at which the budget will be considered.

2.5 Notice of a special meeting to elect a director or directors from the unit owners other than the Developer is specified in Bylaw 3.7.

2.6 Notice of a special meeting called by the Board at the written request of ten (10) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

O.R. 1419 PG 1122



2.7 Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than 10 days prior to the meeting.

2.8 All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

2.9 A QUORUM at members' meetings shall consist of a majority of the voting interests of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the Condominium Documents or such other decision as may be by law or said Documents require a larger percentage in which case the percentage required in the Documents or law shall govern.

2.10 EACH UNIT shall have one indivisible vote. If multiple owners cannot agree on the vote, it will not be counted.

2.11 PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof and must be filed with the Secretary before or at the appointed time of the meeting.

2.12 APPROVAL OR DISAPPROVAL of a unit upon any matter, whether or not the subject of an Association meeting, shall be subject to 2.10 above.

O.R. 1419 PG 1123

2.13 ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the voting interests that are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without additional notice to members.

2.14 THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

- (a) Election of Chairman of the meeting, unless the President or Vice President of the Association is present when he (or she) shall preside.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Officers and Directors.
- (f) Reports of Committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

### 3. BOARD OF ADMINISTRATION/DIRECTORS

3.1 MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three Administration/Directors selected by the Developer. Boards elected subsequent to the time members other than the Developer are entitled to elect a majority of the Administration/Directors shall be composed of any odd number of

O.R. 1419 PG 1124

Administration/Directors that the owners may decide. Other than Administration/Directors selected by the Developer, each Administration/Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Administration/Director as long as it holds at least 5% of the units that will ultimately be operated by the Association for sale in the ordinary course of business,

3.2 DESIGNATION OF ADMINISTRATION/DIRECTORS shall be in the following manner:

3.3 Members of the Board of Administration/Directors except those selected by the Developer shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Paragraph 3.7 under F.S. 718.301.

3.4 Except as to vacancies provided by removal or Administration/Directors by members, vacancies in the Board of Administration/Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Administration/Directors.

3.5 Any Administration/Director except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the voting interests of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Administration/Directors or by 10% of the voting interests. The vacancy in

O.R 1419 pg 1125

the Board of Administration/Directors so created shall be filled by the voting interests of the Association at the same meeting.

3.6 When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration/Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration/Directors three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers, or three (3) months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, which ever shall first occur.

3.7 Within 60 days after unit owners other than the Developer are entitled to elect a member or members of the Board of Administration/Directors, the Association shall call and give not less than 30 or more than 40 days' notice of a meeting of the unit owners for this purpose. The meeting may be called and notice given by any owner if the Association fails to do so.

O.R. 1419 pg 1126

3.8 Prior to or not more than 60 days after unit owners other than the Developer elect a majority of the members of the Board of Administration/Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in F.S. 718.301.

3.9 THE TERM OF EACH ADMINISTRATION/DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided, however, that in order to provide a continuity of experience, the members at any annual meeting after the Developer has relinquished control of the Association may vote to give up to one-half of the Board members' terms of two years so that a system of staggered terms will be initiated.

3.10 THE ORGANIZATION MEETING of the newly elected Board of Administration/Directors shall be held at such place and time as shall be fixed by the Administration/Directors, provided a quorum shall be present.

3.11 REGULAR MEETINGS OF THE BOARD OF ADMINISTRATION/DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Administration/Directors, but not less than quarterly. Notice of regular meetings shall be given to each Administration/Director personally or by mail,

O.R. 1419 PG 1127

ADOPTED AMENDMENT TO BY-LAWS  
AMERICAN CONDOMINIUM PARK - ZEPHYRHILLS  
A CONDOMINIUM ASSOCIATION, INC.

Article 3.9 of the By-Laws is amended to add the following subparagraph thereto; no current language is changed; see current provision for present text; additions indicated by underlining:

3.9(a) Term Limits for Directors.

No director shall serve more than two (2) consecutive two (2) year terms. Should any director serve two (2) consecutive two (2) year terms, said person shall not be eligible to serve as a director again for a term of two (2) years.

O.R 3938 PG 1165

ACPZ

STATE OF FLORIDA       )  
COUNTY OF PASCO       )

BEFORE ME, the undersigned authority, personally appeared William J. Baylis, and Dorothy Burns, to me known to be the President and Secretary, respectively, of AMERICAN CONDOMINIMUM PARKS-ZEPHYRHILLS, A CONDOMINIMUM ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of May, 1998.

A C P Z  
Gordon W. Parks  
Notary Public

My commission expires: October 14, 2000.

OR 3938 PG 1164

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF  
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM FOR  
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Bylaws of  
American Condominium Parks-Zephyrhills, A Condominium Association, Inc., and  
Exhibit to the Declaration of Condominium as described in Official Records Book 1425,  
Page 1153 and Page 1176, were duly appended in the manner required by the  
Declaration at a duly called meeting held March 16, 1998.

IN WITNESS WHEREOF, we have affixed our hands this 1st day of May, 1998,  
at Pasco County, Florida.

A C P Z  
AMERICAN CONDOMINIUM PARKS-  
ZEPHYRHILLS, A CONDOMINIUM  
ASSOCIATION, INC.  
(SEAL)

William J. Baylis, President

ATTEST:

By: Dorothy Burns, Secretary

OR 3938 PG 1163



telephone or telegraph, at least three (3) days prior to the day named for such meeting.

### 3.12 SPECIAL MEETING OF THE ADMINISTRATION/

DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one-third of the Administration/Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency,

### 3.13 WAIVER OF NOTICE - Any Administration/Director may

waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

### 3.14 MEETINGS OF THE BOARD OF ADMINISTRATION/

DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Administration/Directors consent thereto) and notice of meetings shall be posted conspicuously on the Condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

### 3.15 A QUORUM AT ADMINISTRATION/DIRECTORS' meetings

shall consist of a majority of the entire Board of Administration/Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be 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

O.R. 1419 PG 1128

meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.16 THE PRESIDING OFFICER at Administration/Directors' meetings shall be the President of the Board if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Administration/Directors present shall designate one of their number to preside.

3.17 ADMINISTRATION/DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF ADMINISTRATION/DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these Bylaws shall be exercised exclusively by the Board of Administration/Directors, or its duly authorized agents, contractors or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Administration/Directors shall include but shall not be limited to the following:

4.1 TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the Condominium.

4.2 TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

4.3 THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Condominium property.

4.4 THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

O.R. 1419 pg 1129

4.5 TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

4.6 TO ENFORCE by legal means the provision of applicable laws, the Condominium Documents.

4.7 TO CONTRACT FOR MANAGEMENT of the Condominium.

4.8 TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

4.9 TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

4.10 TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the Condominium and not billed to owners of individual units.

4.11 TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property. All contracts must have reasonable term and termination provisions.

4.13 TO THE EXTENT PERMITTED BY LAW to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper operation and maintenance of the Condominium.

O.R. 1419 PG 1130

4.14 THE ADMINISTRATION/DIRECTORS MAY, pursuant to F.S. 617.10(3) impose fines in such reasonable sums as they deem appropriate, not to exceed \$150.00, against unit owners for violations of the Condominium Documents, including the Rules and Regulations, by owner(s) or their guests or lessees. No fine shall be imposed until the owner(s) has been given a hearing before the Board.

4.15 TO APPOINT COMMITTEES including executive and nominating whose members shall serve at the pleasure of the Board.

## 5. OFFICERS

5.1 THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer, all of whom shall be elected annually by and from the Board of Administration/Directors and who may be peremptorily removed by a majority vote of the Administration/Directors at any meetings. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

5.2 THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 THE VICE PRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Administration/Directors.

O.R. 1419 PG 1131

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O.R. 1419 PG 1132

## CERTIFICATE

I, Bobby G. Baker, being the duly elected Vice President of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., do hereby certify that certain amendments were made to the Bylaws of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., at duly called meetings of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc. Those amendments are as follows:

At a meeting of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., held on March 24, 1987, the Bylaws were amended as follows:

1.2 Fiscal Year: The fiscal year of the Association shall be April 1 to March 31.

At a meeting of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., held on March 29, 1988, the Bylaws were amended as follows:

7.11 Collection-Interest: Application of Payments.

Assessments paid on or before ten (10) days shall not bear interest, but all sums not paid on or before ten (10) days shall be subject to a late charge of \$2.00. All payments upon account shall be first applied to late charges and then to the assessment payment first due. All late charges collected shall be credited to the common expense account.

At an annual membership meeting of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., on March 29, 1988, the Bylaws of Association were amended as follows:

Page BL-11 embodying Bylaw 4.14 through the end of Bylaw 5.3 recorded at O.R. 1419

Page 1131 of the recorded official records of Pasco County, Florida, was deleted.

THIS CERTIFICATE IS BEING RE-RECORDED TO CORRECT  
DATE OF THE ANNUAL MEMBERSHIP MEETING OF  
AMERICAN CONDOMINIUM, INC.

I, Bobby G. Baker, as Vice President of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., do hereby set my hand and the seal of Corporation to this certificate this May 5th, 1992.

Signed and sealed  
in the presence of  
Dorothy Wade  
Richard Gage

Bobby G. Baker, Vice President

State of Florida  
County of Pasco

The undersigned, Bobby G. Baker, personally known to me to be Vice President of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., appeared before me and signed and acknowledged the execution of the foregoing certificate this 5th day of May, 1992.

J. D. Garber  
Notary Public

My commission expires Feb. 3, 1996

O.R. 3026 PG 0250

~~O.R. 3022 PG 0322~~

5.4 THE SECRETARY shall keep the minutes of all proceedings of the Administration/Directors and the members. He shall attend to the giving and serving of all notices to the members and Administration/Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Administration/Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

5.5 THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 THE COMPENSATION of all officers and employees of the Association shall be fixed by the Administration/Directors. This provision shall not preclude the Board of Administration/Directors from employing an Administration/Director as an employee of the Association or preclude the contracting with an Administration/Director for the management of the Condominium.

5.7 INDEMNIFICATION - Every Administration/Director of the Association shall be indemnified by the Association against

O.R. 1419 PG 1133



all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an Administration/Director of the Association, or any settlement thereof, whether or not he is an Administration/Director at the time such expenses are incurred, except in cases wherein the Administration/Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Administration/Directors.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Administration/Directors shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1 BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Administration/Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and a reserve for deferred maintenance per F.S. 718.112(1984) unless waived by the owners. It will contain a

O.R. 1419 PG 1134

reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

7.2 A copy of the proposed annual budget shall be mailed to the unit owners not less than fourteen days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Administration/Directors shall have the authority to adopt a budget. The proposed annual budget shall be adopted pursuant to F.S. 718.112(e).

7.3 The first budget shall be made by the Developer.

7.4 ASSESSMENTS - The shares of the unit owners of the common expenses shall be made payable monthly in advance and shall become due on the first day of each month. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the unpaid operating expense previously incurred.

7.5 EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Administration/Directors and the time of payment shall likewise be determined by them.

7.6 ASSESSMENT ROLL - The assessments for common expenses according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the

O.R. 1419 PG 1135

name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Administration/Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.

7.7 LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Provided, however, that a first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be liable for unpaid assessments of prior owners unless they are evidenced by a lien recorded prior to the mortgage. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, except water, sewer and trash pickup, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

7.8 LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

7.9 THE UNIT, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

7.10 ALL TANGIBLE PERSONAL PROPERTY located in the

O.R. 1419 PG 1136

RESOLUTION AMENDING BYLAWS OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Bylaws of American Condominium Parks, Zephyrhills, a Condominium Association ("Association") were recorded in Official Record Book 1419, Pages 1121 through 1141 of the Public Records of Pasco County, Florida; and

WHEREAS, A Certificate amending Section 7.11 of the above-recorded Bylaws was recorded in Official Record Book 3026, Page 249 of the Public Records of Pasco County, Florida; and

WHEREAS, a majority of the voting interests of the entire membership has approved an amendment to the Bylaws as set forth herein at a noticed meeting which the amendment was considered.

NOW, THEREFORE, it is hereby resolved that section 7.11 of the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. is amended as follows:

7.11 Collection - Interest. Application of Payments Assessments paid on or before ten (10) days shall not bear interest, but all sums not paid on or before ten day shall be subject to a late charge of \$10.00 per month. All payments upon account shall be first applied to the late charges and then to the assessment payment first due. All late charges collected shall be credited to the common expense account.

The board of directors of the Association, by and through its undersigned president and secretary, certifies the above amendment was approved on March 19, 2007 by a majority of the voting interests of the Association.

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

Frances L. Day  
Witness

By: Gerry Novak, President 5/11/07

Frances L. Day  
Witness

By: Julie Knox, Secretary 5/11/07

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledge before me on the 11 day of May, 2007, by Gerry Novak, as President of the Board of Directors and Julie Knox, as Secretary of the Board of Directors of American Condominium Parks-Zephyrhills, a Condominium, Inc., who are personally known to me.

Frances L. Day  
Notary Public

My Commission Expires May 17, 2010 BL - 26

O.R. 7496 PG 1644

## CERTIFICATE

I, Bobby G. Baker, being the duly elected Vice President of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., do hereby certify that certain amendments were made to the Bylaws of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., at duly called meetings of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc. Those amendments are as follows:

At a meeting of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., held on March 24, 1987, the Bylaws were amended as follows:

1.2 Fiscal Year: The fiscal year of the Association shall be April 1 to March 31.

At a meeting of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., held on March 29, 1988, the Bylaws were amended as follows:

7.11 Collection-Interest: Application of Payments.

Assessments paid on or before ten (10) days shall not bear interest, but all sums not paid on or before ten (10) days shall be subject to a late charge of \$2.00. All payments upon account shall be first applied to late charges and then to the assessment payment first due. All late charges collected shall be credited to the common expense account.

At an annual membership meeting of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., on March 29, 1988, the Bylaws of Association were amended as follows:

Page BL-11 embodying Bylaw 4.14 through the end of Bylaw 5.3 recorded at O.R. 1419 Page 1131 of the recorded official records of Pasco County, Florida, was deleted.

THIS CERTIFICATE IS BEING RE-RECORDED TO CORRECT  
DATE OF THE ANNUAL MEMBERSHIP MEETING OF  
AMERICAN CONDOMINIUM, INC.

O.R. 3026 PG 0249    ~~O.R. 3022 PG 0321~~

I, Bobby G. Baker, as Vice President of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., do hereby set my hand and the seal of Corporation to this certificate this May 5th, 1992.

Signed and sealed  
in the presence of  
Dorothy Wade  
Richard Gage

Bobby G. Baker, Vice President

State of Florida  
County of Pasco

The undersigned, Bobby G. Baker, personally known to me to be Vice President of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., appeared before me and signed and acknowledged the execution of the foregoing certificate this 5th day of May, 1992.

J. D. Garber  
Notary Public

My commission expires Feb. 3, 1996

O.R. 3026 PG 0250

~~O.R. 3022 PG 0322~~

unit except that such lien shall be subordinate to prior liens and security interests of record.

7.11 COLLECTION — INTEREST: APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the rate of 18% per annum from date due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.12 COLLECTION — SUIT - The Association, at its option may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with interest thereon at the rate of 18% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per F.S. 718.116 the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

7.13 ACCOUNTS - All sums collected from assessments may be mingled with a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the

O.R. 1419 PG 1137

expenses for which the respective assessments are made. These accounts shall be as follows:

7.14 COMMON EXPENSE ACCOUNT - To which shall be credited collections of assessments for all common expenses.

7.15 ALTERATION AND IMPROVEMENT ACCOUNT - To which shall be credited all sums collected for alteration and improvement assessments, if any.

7.16 CONTINGENCY ACCOUNT - To which shall be credited all sums collected for contingencies and emergencies.

7.17 RESERVE FOR DEFERRED MAINTENANCE ACCOUNT - To which shall be credited all sums collected for future maintenance of the streets and common areas of the park.

7.18 THE DEPOSITORY of the Association shall be such bank or banks in Pasco County, Florida, (which are members of the Federal Deposit Insurance Corporation) as shall be designated from time to time by the Administration/Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Administration/Directors.

7.19 AN AUDIT of the accounts of the Association shall be made annually including, but not limited to, a complete financial report of actual receipts and expenditures for the previous 12 months. A copy of the report shall be furnished to each member within 30 days after its completion and delivery to the Administration/Directors.

O.R. 1419 PG 1138



7.20 FIDELITY BONDS shall be required by the Board of Administration/Directors from all Officers and Administration/Directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Administration/Directors. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Bylaws of the Association or with the Laws of the State of Florida.

9. AMENDMENT - Amendments to the Bylaws shall be proposed in the following manner:

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

9.2 A RESOLUTION adopting a proposed amendment must receive approval of a majority of the voting interests of the entire membership of the Association. Administration/Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

9.3 INITIATION - An amendment may be proposed by either a majority of the Board of Administration/Directors or by ten (10%) percent of the voting interests of the Association.

9.4 EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

O.R. 1419 PG 1139

9.5 THESE BYLAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

9.6 PROPOSAL TO AMEND EXISTING BYLAWS shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER \_\_\_\_\_ FOR PRESENT TEXT."

9.7 The methods by which the Bylaws may be amended must be consistent with the provisions of F.S. 718.112(h).

The foregoing were adopted as the Bylaws of AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC., at the first meeting of the Board of Administration/Directors.

Bobby S. Baker  
President

O.R. 1419 PG 1140

This is a corrective set of bylaws of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., correcting a scrivener's error in the original Bylaws of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., recorded in Official Record Book 1399, Page 0143 through 0161, Public Records of Pasco County, Florida.

O.R. 1419 PG 1141

ACPZ

# Amendments

Prepared by and return to:  
David J. Murphy, Esquire  
MANDER LAW GROUP  
14217 Third Street  
Dade City, FL 33523-3828

INSTR# 2020114849 BK 10139 PG 672  
07/17/2020 02:14pm Page 1 of 2  
Rcpt: 2183222 Rec: 18.50  
DS: 0.00 IT: 0.00  
Nikki Alvarez-Sowles, Esq.  
Pasco County Clerk & Comptroller

**CERTIFICATE OF CORRECTIVE AMENDMENT TO THE  
DECLARATION OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, a Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. ("Declaration of Condominium"), was recorded in Official Record Book 1425, Pages 1153 through 1187 of the Public Records of Pasco County, Florida on June 26, 1985; and

**WHEREAS**, a Certificate of Amendment to the Declaration of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., was recorded in O.R. Book 10080, Page 1304, in the Public Records of Pasco County, Florida; and

**WHEREAS**, the Amendments to the Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., which are recorded in O.R. Book 10080, Page 1305 of the Public Records of Pasco County, Florida, and which are attached to the above-described Certificate of Amendment to the Declaration of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., contain a scrivener's error in the language of Amendment 2, paragraph 10.1; and

**WHEREAS**, the attached Corrective Amendments to the Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. are being recorded to correct the above-described scrivener's error and contain the correct language of the amendments, which were adopted by the affirmative vote of more than 51% of the voting interests (unit owners) of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. on March 23, 2020.

**NOW, THEREFORE**, American Condominium Parks - Zephyrhills, a Condominium Association, Inc., by and through its undersigned vice president and secretary, certifies and hereby records the attached Corrective Amendments to Declaration of Condominium Parks - Zephyrhills, a Condominium Association, Inc., which were approved by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., at the annual membership meeting held March 23, 2020.

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

*John Walck*  
Witness: JOHN WALCK

*Judy L. Hehn*  
Witness: JUDY L. HEHN

By: *Charles Parsels*  
Charles Parsels, Vice President

By: *Mark Labonte*  
Mark Labonte, Secretary

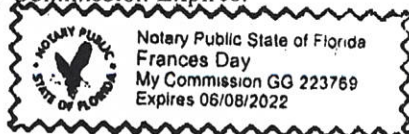


STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me, by [x] physical presence or [ ] online notarization, by Charles Parsels, as Vice President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. and Mark Labonte, as Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., on this 17<sup>th</sup> day of July, 2020, who ☒ are personally known to me or ☐ have produced as proper identification

My Commission Expires:



*Frances Day*  
Notary Public - State of Florida

**Corrective Amendments to Declaration of Condominium of**  
**American Condominium Parks - Zephyrhills, a Condominium Association, Inc.,**  
**A Condominium Association, Inc.**

**Amendment 1**

14. TERMINATION - The Condominium shall be terminated if at all, in the following manner:

14.1 By the agreement of 100% of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium parcels. The termination shall become effective when such instrument or instruments and written consents have been recorded in the public records.

**Amendment 2**

10. USE RESTRICTION - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached as Exhibit "J" and the following provisions.

10.1 THE UNIT OWNER must be an adult person over the age of 55 years to reside in or on the Condominium property, and shall have no children under the age of 18 years residing with him. Children under 18 years are allowed in the Condominium property only for visits with relatives and for not more than thirty (30) consecutive days and not more than sixty (60) days in one calendar year. Units may not be owned by a corporation, limited liability company, partnership or other form of legal entity other than a person.

**Amendment 3**

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1 CONVEYANCE - Each unit, which is a parcel of land in the shape of a geometric designation together with all improvements located thereon, shall for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the condominium property, subject only to the provisions of the condominium documents and applicable laws. Title to the land and the improvements located thereon may not be titled separately.

**Amendment 4**

11. CONVEYANCE, DISPOSITION - In order to assure a community of congenial residents and thus protect the value of the units, the conveyance and disposal of the units by any owner other than the Developer shall be subject to the following provisions.

11.1 NO OWNER OTHER THAN THE DEVELOPER may sell, give or dispose of a unit in any manner without the written approval of the Association.

**Amendment 5**

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

4.15 PERSON - An individual.



20  
Prepared by and return to:  
David J. Murphy, Esquire  
MANDER LAW GROUP  
14217 Third Street  
Dade City, FL 33523-3828

✓  
R

**CERTIFICATE OF AMENDMENT OF EXHIBIT "J"  
TO THE DECLARATION OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, a Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., was recorded in Official Record Book 1425, Pages 1153 through 1187 of the Public Records of Pasco County, Florida on June 26, 1985; and

**WHEREAS**, Certificates of Amendment to Exhibit "J" of the Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., were recorded on February 7, 2000 in O.R. Book 4307, Page 671; on September 11, 2003 in O.R. Book 5535, Page 297; on September 30, 2003 in O.R. Book 5560, Page 1190; on April 13, 2005 in O.R. Book 6319, Page 1041; on March 28, 2008 in O.R. Book 7797 Page 649, on April 16, 2010 in O.R. Book 8312, Page 1570, on April 11, 2018 in O.R. Book 9707, Page 1912, and on April 4, 2019 in O.R. Book 9884, Page 3423, all in the Public Records of Pasco County, Florida; and

**WHEREAS**, new amendments to "Exhibit J" were adopted by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. on March 23, 2020;

**NOW, THEREFORE**, American Condominium Parks - Zephyrhills, a Condominium Association, Inc., by and through its undersigned president and secretary, certifies and hereby records the attached Exhibit "J", which was approved by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. at the annual membership meeting held March 23, 2020.

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

Martin Blackmer Jr.  
Witness: Martin Blackmer Jr.

By: Freddie Albrecht  
Freddie Albrecht, President

Marcia Blackmer  
Witness: Marcia Blackmer

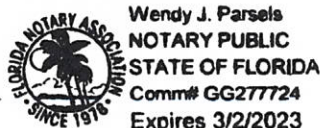
By: Mark Labonte  
Mark Labonte, Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 30<sup>th</sup> day of March, 2020, by Freddie Albrecht, as President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. and Mark Labonte, as Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who are personally known to me or ✓ have produced as proper identification DRIVER LICENSES.

My Commission Expires:



Wendy J. Parsels  
Notary Public - State of Florida

Prepared by and return to:  
David J. Murphy, Esquire  
MANDER LAW GROUP  
14217 Third Street  
Dade City, FL 33523-3828

**R**

INSTR# 2019056683 BK 9884 PG 3423  
04/04/2019 11:06am Page 1 of 20  
Rcpt: 2042951 Rec: 171.50  
DS: 0.00 IT: 0.00  
Paula S. O'Neil, Ph.D.  
Pasco County Clerk & Comptroller

**CERTIFICATE OF AMENDMENT OF EXHIBIT "J"  
TO THE DECLARATION OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, a Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., was recorded in Official Record Book 1425, Pages 1153 through 1187 of the Public Records of Pasco County, Florida on June 26, 1985; and

**WHEREAS**, Certificates of Amendment to Exhibit "J" of the Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., were recorded on February 7, 2000 in O.R. Book 4307, Page 671; on September 11, 2003 in O.R. Book 5535, Page 297; on September 30, 2003 in O.R. Book 5560, Page 1190; on April 13, 2005 in O.R. Book 6319, Page 1041; on March 28, 2008 in O.R. Book 7797 Page 649, on April 16, 2010 in O.R. Book 8312, Page 1570, and on April 11, 2018 in O.R. Book 9707, Page 1912, all in the Public Records of Pasco County, Florida; and

**WHEREAS**, new amendments to "Exhibit J" were adopted by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. on March 25, 2019;

**NOW, THEREFORE**, American Condominium Parks - Zephyrhills, a Condominium Association, Inc., by and through its undersigned president and secretary, certifies and hereby records the attached Exhibit "J", which was approved by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. at the annual membership meeting held March 25, 2019.

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

David J. Murphy  
Witness: David J. Murphy

Katherine A. Williams  
Witness: Katherine A. Williams

By: Freddie Albrecht  
Freddie Albrecht, President

By: Mark Labonte  
Mark Labonte, Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 3rd day of April, 2019, by Freddie Albrecht, as President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. and Mark Labonte, as Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who are personally known to me or X have produced as proper identification FL Driver License.

My Commission Expires:



KATHERINE A. WILLIAMS  
MY COMMISSION # GG 050318  
EXPIRES: December 26, 2020  
Bonded Thru Budget Notary Services

Katherine A. Williams  
Notary Public - State of Florida



**AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS  
A CONDOMINIUM ASSOCIATION, INC.  
351236 CONDOMINIUM BOULEVARD  
ZEPHYRHILLS, FLORIDA 33541  
(813) 783-7398**

Rept: 1947838 Rec: 44.00  
DS: 0.00 IT: 0.00  
04/11/2018 K. R. M., Dpty Clerk

**CERTIFICATE OF AMENDMENT TO EXHIBIT "J"  
TO THE DECLARATION OF AMERICAN CONDOMINIUM PARKS  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS,** a Declaration of Condominium of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., was recorded in Official Record Book 1425, Pages 1153 through 1187 of the Public Records of Pasco County, Florida on June 26, 1985; and

**WHEREAS,** Paragraph 10.3 of said Declaration refers to Exhibit "J" (regulations) which concern the use of Condominium property; and

**WHEREAS,** Certificates of Amendment to Exhibit "J" of the Declaration of Condominium of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., were recorded on February 7, 2000 in Official Record Book 4307, Page 671; on September 11, 2003 in Official Record Book 5535, Page 297; on September 30, 2003 in Official Record Book 5560, Page 1190; on April 13, 2005 in Official Record Book 6319, Page 1041; on March 28, 2008 in Official Record Book 7797, Page 649; and on March 15, 2010 in Official Record Book 8312, Page 1570, all in the Public Records of Pasco County, Florida; and

**WHEREAS,** an amended Exhibit "J" was adopted by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. on March 26, 2018.

**NOW, THEREFORE,** the Board of Directors of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., by and through its undersigned President and Secretary, certifies and hereby records the attached Exhibit "J", which was approved by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. on March 26, 2018.

American Condominium Parks - Zephyrhills,  
a Condominium Association, Inc.

By: Freddie Albrecht  
Freddie Albrecht, President

Witness: Mark Labonte

Deborah L. Dashnaw  
Witness: DEBORAH L. DASHNAW

By: Mark Labonte  
Mark Labonte, Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of April, 2018, by Freddie Albrecht, President of the Board of Directors, and Mark Labonte, Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who (X) are personally known to me or ( ) have produced \_\_\_\_\_ as identification.

{SEAL}



*Frances L. Day*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:





**EXHIBIT "J"**  
**ADOPTED 26 MARCH 2018**  
**AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS**  
**A CONDOMINIUM ASSOCIATION, INC.**

**"J-Rules"**  
**DECLARATIONS AND RESTRICTIONS**

**Preamble:**

With the adoption and recording of these Article "J-Rules" they become the documents that will be enforced from this day forward. Any pre-existing non-conforming conditions, existing as of January 1, 2018, shall be deemed existing until such time as any alteration, that includes any portion of this condition, is requested or made. For the alteration to be allowed, it must provide for the total pre-existing non-conforming condition to be brought into compliance with the current "J-Rules".

Past Pre-existing non-conforming conditions may not be used as justification to violate or misinterpret the most current "J-Rules" that have been adopted by the Unit owners and are the documents of record at Pasco County.

**GLOSSARY: For Exhibit "J" Only**

**Duly authorized inspection team of the Association: A team consisting of a Board Member and a member of the Building Review Committee. The function of the team is to ensure compliance of ACPZ J-Rules.**

**Facility: An inclusive item that includes the unit and attaching additions and accessory structures, carports, etc.**

**Set Back Line: Appendix #D-1: For a typical 45x67 ft. lot with or without a principal building (see typical drawing Appendix #D-1):**

- Front 20 ft. from lot line
- Side 7.5 ft. from lot line. (may be averaged on irregular pie shaped lots Appendix #D-2)
- Rear 10 ft. from lot line. (Exception: Accessory structures may be allowed to be 5 ft. from a rear property line on lakefront properties only. The lakefront lot must have sufficient width to build.)

**These are the minimum dimensions mandated by the county (PCLDC Section 530.12 RV Subdivisions).**

**There may be common ground between the front property line and the street. Unit owners are allowed to use this land for grass, stones, and driveways. Parking is allowed except when there is an existing sidewalk.**

**For an irregular, often pie shaped, lot. (See Appendix #D-2)**

**Irregular pie shaped properties may have side setback dimensions that are smaller on one end and larger on the other end. This is when averaging is used to locate a building on a lot. (Averaging is calculated by county during the permit process.)**

Larger lots may have dimensions that are greater than the minimum. They may be narrower in the front or rear and deeper than the 65 ft. typical property. Example would be a narrow front pie shaped property where a building must be setback farther from the property line to allow a 30 foot +/- wide building to be installed because the front is 25 ft. narrower than the usual 45 ft. width. Maintaining front setback of 20 foot minimum between property line to front of the principal structure is essential.

Larger lots accommodate the construction of larger additions. They must still be built within the setbacks. The Park Model (park trailer) is still limited to the dimensions defined in the ACPZ J-Rules.

### 3. ADDITIONS AND ALTERATIONS:

F. When allowed, landings with or without stairs, shall not extend more than 5 ft. into the front setback.

Accessory structures, such as landings or porches, when allowed in the rear, side, or front setback areas may be enclosed with railings, shades, lattice, or screening (no glass windows). Being in the setback areas they may not be enclosed with insulated walls, heating or air conditioning (i.e.: cannot be made into living space).

Accessory structures, when allowed to extend into any setback, do not change the minimum setback requirement for the principal structure.

### 9. INSPECTIONS:

No unit or additions may remain on a lot for more than five (5) days without the facility having approved by a duly authorized representative of the Association as having met the requirements of the Association as to the condition and type of facility, and all facilities may be inspected annually as to condition and conformance to these rules and regulations. approval by a duly authorized inspection team representing the Association and ensuring compliance with the ACPZ J-Rules and requirements of the Association as to the condition and type of facility. All facilities may be inspected annually as to condition and conformance to these rules and regulations.

### 14. SIGNS:

A. No signs of any kind shall be displayed without the written consent of the Board.

B. Rules for "FOR SALE" Signs:

1. One sign per lot only.
2. If there is a building (dwelling or storage shed) on the lot, ~~a sign not to exceed 10' x 16'~~ a sign not to exceed 16 inches x 24 inches by area, can be placed in the window of the building facing the street while the lot/unit is for sale.
3. If no building (dwelling or storage shed) exists on the lot, one (1) free standing sign, not to exceed 16 inches x 24 inches, can be placed on the lot 10 feet from the curb line while the lot is for sale.



C. A sales/rental listing board for lots and units will be made available by the Association.

18. PARKING:

B. Vehicles may be parked on owner's lot but not on side or rear setbacks, nor on sidewalks.  
Parking is allowed anywhere in the front of the principle structure in the front setback including the front common ground when sidewalks are not present.

THIS REVISED EXHIBIT "J" WAS ADOPTED AT THE ANNUAL MEETING HELD MARCH 26, 2018. PLEASE PLACE THIS IN YOUR "BLUE BOOK" AS IT IS A PART OF YOUR CONDOMINIUM DOCUMENTS WHICH MUST BE MAINTAINED BY THE LOT OWNER.

SIGNED:

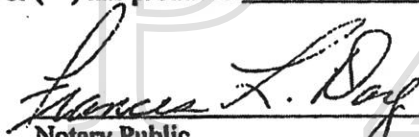
  
Mark Labonte, Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of April, 2018, by Mark Labonte, Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who (X) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(SEAL)



  
Notary Public  
My Commission Expires:



2012067118

This instrument was prepared by:  
Scott E. Gordon, Esq.  
Lutz, Bobo, Telfair, Eastman, Gabel & Lee  
2 N. Tamiami Trail, Suite 500  
Sarasota, FL 34236

J  
R

Rcpt: 1429940 Rec: 27.00  
DS: 0.00 IT: 0.00  
04/20/12 D. Bonilla, Dpty Clerk

PAULA S O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
04/20/12 12:32pm 1 of 3  
OR BK 8687 PG 571

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
OF AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

To 10.1 ON DC14

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Condominium of American Condominium Parks-Zephyrhills, located in Pasco County, Florida, were duly adopted by the affirmative vote of more than 75% of the members of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., at a duly called meeting of said members held on March 19, 2012, to amend said Declaration of Condominium recorded in O.R. Book 8345, Pages 206-243, of the Public Records of Pasco County, Florida by the addition of the language attached hereto as Exhibit "A."

IN WITNESS WHEREOF, we have affixed our hands as of the 4<sup>th</sup> day of April, 2012.

Signed, sealed and delivered  
in the presence of:

AMERICAN CONDOMINIUM PARKS-  
ZEPHYRHILLS, A CONDOMINIUM  
ASSOCIATION, INC.

George M Schipper  
Print Name: GEORGE M. SCHIPPER

By: Dennis J. LaBonte  
Dennis J. LaBonte  
As its President

John Walck  
Print Name: JOHN WALCK

George M Schipper  
Print Name: GEORGE M. SCHIPPER

By: Regina Reeves  
Regina Reeves  
As its Secretary

John Walck  
Print Name: JOHN WALCK

STATE OF PASCO Florida  
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DENNIS J. LaBONTE, as President of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., a Florida not-for-profit corporation, personally known to me or who has produced as identification, and he acknowledged the execution

thereof to be his free act and deed, on behalf of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 4<sup>th</sup>  
day of April, 2012.

Frances L. Day  
Notary Public

My Commission Expires:

STATE OF Florida  
COUNTY OF Pasco



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared REGINA REEVES, as Secretary of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., a Florida not-for-profit corporation, personally known to me or who has produced as identification, and he acknowledged the execution thereof to be his free act and deed, on behalf of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 4<sup>th</sup>  
day of April, 2012.

Frances L. Day  
Notary Public

My Commission Expires:





EXHIBIT "A"

The Declaration of Condominium for American Condominium Parks-Zephyrhills is hereby amended by adding the following language to said Declaration:

"25. Occupancy Policy: Each unit shall be used for single family residential purposes only. When a unit is occupied, one of the occupants must hold equitable title or lease to the unit and must be fifty-five (55) years of age or older. No person under the age of eighteen (18) will reside with him/her. People under the age of eighteen (18) are allowed on the condominium property only for visits with relatives and for not more than thirty (30) consecutive days and not more than sixty (60) total days per calendar year.

Immediate family members (defined as parents, grandparents, children, grandchildren, brothers and sisters) under the age of fifty-five (55) and over the age of eighteen (18) may temporarily occupy a unit owned by an immediate family member over the age of fifty-five (55) without the owner being present. This will be by written permission from the unit owner, will not be considered a lease or rental, and will not exceed thirty (30) days duration during any calendar year.

24CFR Part 100 subpart E mandates that at least eighty percent (80%) of our units that are occupied must be occupied by at least one person who is fifty-five (55) years of age or older. The association reserves the remaining twenty percent (20%) for rights of inheritance and surviving spouse. This means that upon death of the over fifty-five (55) owner/resident, the heirs or surviving spouse under fifty-five (55) will not be required to sell or move out of the property and may live in it. If they choose to sell or rent the property, it must be to a person fifty-five (55) years of age or older."





Rept: 1308176 Rec: 333.00  
 DS: 0.00 IT: 0.00  
 06/02/10 K. Garcia, Dpty Clerk

Prepared by and return to:  
 David J. Murphy, Esquire  
 Greenfelder, Mander, Murphy,  
 Dwyer & Morris  
 14217 Third Street  
 Dade City, FL 33523-3828

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
 06/02/10 09:14am 1 of 39  
 OR BK 8345 PG 206

**AMENDED NOTICE OF AMERICAN CONDOMINIUM PARKS -  
 ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.  
 PURSUANT TO CHAPTER 712, FLORIDA STATUTES**

This Amended Notice is filed pursuant to Section 712.03(2) Florida Statutes to preserve and protect an interest in real property. American Condominium Parks - Zephyrhills, a Condominium Association, Inc., hereby gives notice of its interest in real property as follows:

1. This Amended Notice is filed by Robert G. Snyder, President of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., 35136 Condominium Blvd., Zephyrhills, FL 33541.
2. The real property in which this interest is claimed is located in Pasco County, Florida, and is more specifically described as follows:

**See Attached Exhibit A**

3. An Affidavit pursuant to 712.06(1)(b) Fla. Stat. is attached hereto as Exhibit B.
4. The real property interest for which this notice is given is a Declaration of Condominium recorded in O.R. Book 1425, Pages 1153 through 1187, Public Records of Pasco County, Florida, a copy of which is attached to this notice as Exhibit C and hereby incorporated as a part hereof.

Dated this 28<sup>th</sup> day of May, 2010.

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
 A CONDOMINIUM ASSOCIATION, INC.

Witness: JOHN WALKER

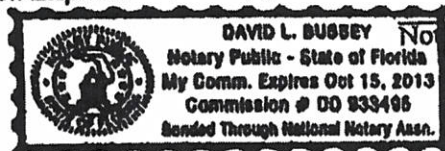
By: Robert G. Snyder  
 Robert G. Snyder, President

Witness: FRANCES L. DAY

STATE OF FLORIDA  
 COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 28<sup>th</sup> day of May, 2010, by Robert G. Snyder, as President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who is personally known to me or produced as proper identification

My Commission Expires: 10-15-2013



Notary Public: DAVID L. BUSSEY



Prepared by and return to:  
David J. Murphy, Esquire  
Greenfelder, Mander, Murphy,  
Dwyer & Morris, P.A.  
14217 Third Street  
Dade City, FL 33523-3828

Rcpt: 1300225 Rec: 18.50  
DS: 0.00 IT: 0.00  
04/16/10 S. Hatcher, Dpty Clerk

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
04/16/10 04:36pm 1 of 2  
OR BK 8312 PG 1568

**RESOLUTION AMENDING BYLAWS OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. were recorded on June 26, 1985 in Official Record Book 1419, Pages 1121 through 1141 of the Public Records of Pasco County, Florida; and

**WHEREAS**, Certificates and/or Resolutions amending the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. were recorded on April 7, 1988 in O.R. Book 1695, Page 49; on May 5, 1992 in O.R. Book 3026, Page 250; on April 15, 1993 in O.R. Book 3138, Page 55; on May 22, 1998 in O.R. Book 3938, Page 1163; and on May 14, 2007 in O.R. Book 7496, Page 1644, Public Records of Pasco County, Florida; and

**WHEREAS**, a majority of the voting interests of the membership of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. has approved an additional amendment to the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. as set forth herein at a noticed meeting at which the amendment was considered.

**NOW, THEREFORE**, it is hereby resolved as follows:

1. Section 2.2A of the Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. which is contained in a Certificate (of Amendment) recorded on April 7, 1988 in O.R. Book 1695, Page 49, of the Public Records of Pasco County, Florida, is hereby rescinded.
2. Membership meetings shall hereafter be held in accordance with Section 2 of the original Bylaws of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. recorded June 26, 1985 in O.R. Book 1419, Pages 1121 through 1141, of the Public Records of Pasco County, Florida.

The Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., by and through its undersigned president and secretary, certifies that this Resolution was approved by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. at the annual membership meeting held March 15, 2010.

*George M. Schipper*  
Witness: GEORGE M. SCHIPPER

*Pauline C. Breton*  
Witness: PAULINE C. BRETON

AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM  
ASSOCIATION, INC.

By: *Robert G. Snyder*  
Robert G. Snyder, President

By: *Paul Stakun*  
Paul Stakun, Secretary

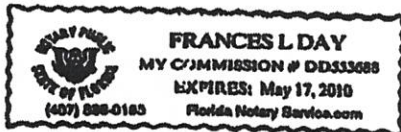
STATE OF FLORIDA  
COUNTY OF PASCO

OR BK 8312 PG 1569  
2 of 2

The foregoing instrument was acknowledge before me on this 14<sup>th</sup> day of April, 2010, by Robert G. Snyder, as President of the Board of Directors and Paul Stakun, as Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium, Inc., who ✓ are personally known to me or \_\_\_\_\_ have produced as proper identification

My Commission Expires:

Frances L. Day  
Notary Public: FRANCES L. DAY



ACCPZ



2010053389

Prepared by and return to:  
David J. Murphy, Esquire  
Greenfelder, Mander, Murphy,  
Dwyer & Morris  
14217 Third Street  
Dade City, FL 33523-3828

Rcpt: 1300225 Rec: 180.00  
DS: 0.00 IT: 0.00  
04/16/10 S. Hatcher, Dpty Clerl

PAULA S. O'NEIL - PASCO CLERK & COMPTROLLER  
04/16/10 04:36pm 1 of 21  
OR BK 8312 PG 1570

**CERTIFICATE OF AMENDMENT OF EXHIBIT "J"  
TO THE DECLARATION OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.**

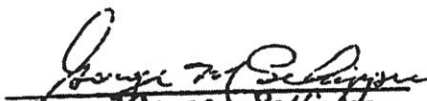
**WHEREAS**, a Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., was recorded in Official Record Book 1425, Pages 1153 through 1187 of the Public Records of Pasco County, Florida on June 26, 1985; and

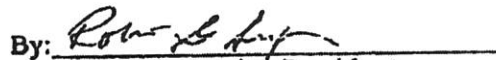
**WHEREAS**, Certificates of Amendment to Exhibit "J" of the Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., were recorded on February 7, 2000 in O.R. Book 4307, Page 671; on September 11, 2003 in O.R. Book 5535, Page 297; on September 30, 2003 in O.R. Book 5560, Page 1190; on April 13, 2005 in O.R. Book 6319, Page 1041; and on March 28, 2008 in O.R. Book 7797 Page 649, all in the Public Records of Pasco County, Florida; and


**WHEREAS**, new amendments to "Exhibit J" were adopted by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. on March 15, 2010;

**NOW, THEREFORE**, American Condominium Parks - Zephyrhills, a Condominium Association, Inc., by and through its undersigned president and secretary, certifies and hereby records the attached Exhibit "J", which was approved by the affirmative vote of a majority of the voting interests of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. at the annual membership meeting held March 15, 2010.

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

  
Witness: GEORGE SCHIPPER

By:   
Robert G. Snyder, President

  
Witness: PAULINE C. BRETON

By:   
Paul Stakun, Secretary

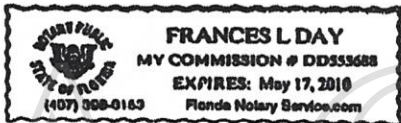
STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 14<sup>th</sup> day of April, 2010, by Robert G. Snyder, as President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. and Paul Stakun, as Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who ✓ are personally known to me or \_\_\_\_\_ have produced as proper identification \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

  
Notary Public: FRANCES L. DAY



ACPZ



MAR 26 2008

Prepared by and return to:  
David J. Murphy, Esquire  
Greenfelder, Mander, Murphy,  
Dwyer & Morris  
14217 Third Street  
Dade City, FL 33523-3828

Rept: 1170472 Rec: 18.50  
DS: 0.00 IT: 0.00  
03/28/08 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
03/28/08 09:38am 1 of 2  
OR BK 7797 PG 649

**CERTIFICATE OF AMENDMENT TO EXHIBIT "J"  
TO THE DECLARATION OF AMERICAN CONDOMINIUM PARKS -  
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, a Declaration of Condominium of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., was recorded in Official Record Book 1425, Pages 1153 through 1187 of the Public Records of Pasco County, Florida on June 26, 1985; and

**WHEREAS**, a Certificate of Amendment to Exhibit "J" of the Declaration of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., was recorded in Official Record Book 5535, Pages 297 through 306 of the Public Records of Pasco County, Florida on September 11, 2003; and

**WHEREAS**, the following amendment to Section 4, Paragraph B of the above-described Exhibit "J" was approved by the affirmative vote of a majority of the voting interests of the Condominium Association at the annual membership meeting held March 17, 2008:

**4. LIMITATIONS ON ADDITIONS:**

- B.** All separate and free standing buildings (accessory structures) are limited to one hundred (100) square feet or less in floor size and must be located to the rear of the lot and within the set back lines. Other sizes may be or not be approved by the Board. If approved, larger buildings must be incorporated and attached to an approved principal structure which is either a Park Model or a Roof-over that completely covers the allowable building area. No accessory structures, larger than one hundred (100) square feet in floor size, shall be constructed or set upon a lot until the construction of the principal structure has been actually commenced. Storage buildings may be on skids or a cement base. In any event, buildings must be tied down securely. Roof design must be approved by the Board. Color - white or good match to RV.





MAR 26 2008

**CERTIFICATE OF AMENDMENT TO EXHIBIT  
"J" TO THE DECLARATION OF AMERICAN  
CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.**  
Page 2

NOW, THEREFORE, the board of directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., by and through its undersigned president and secretary, certifies and hereby records the attached Exhibit "J" which was adopted March 17, 2008.

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

Frances L. Day  
Witness: FRANCES L. DAY

By: John Fonk  
John Fonk, President

Frances L. Day  
Witness: FRANCES L. DAY

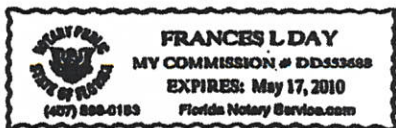
By: Eugene Tauriainen  
Eugene Tauriainen, Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 26 day of March, 2008, by John Fonk, as President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc. and Eugene Tauriainen, as Secretary of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who ✓ are personally known to me or \_\_\_\_\_ have produced as proper identification

My Commission Expires:



Frances L. Day  
Notary Public: FRANCES L. DAY



Rptl: 720387  
 DS: 0.00  
 09/30/03

Rec: 6.00  
IT: 0.00

Dpty Clerk

# CERTIFICATE


I, Regina S. Reeves, being the duly elected secretary of American Condominium Parks- Zephyrhills, A Condominium Association, Inc., do hereby certify that at a duly called meeting of the membership of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., March 17, 2003 the Declaration of Condominium was amended by eliminate the following:


- 23.4 To eliminate from the clubhouse, one (1) laundry room with eight (8) coin operated washers and eight (8) coin operated dryers.

I, Regina S. Reeves. As secretary of American Condominium Parks – Zephyrhills, A Condominium Association,, Inc. do hereby set my hand and the seal of the corporation to this certificate this 29<sup>th</sup> day of September, 2003.

Signed and sealed in the presence of:

Signed and sealed in the presence of:

  
WITNESS

  
Regina S. Reeves, Secretary

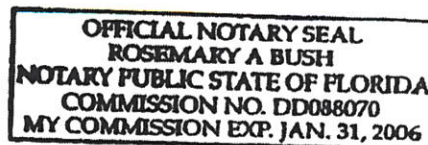
Sandra K. Nolan  
WITNESS

**State of Florida**  
**County of Pasco**

The undersigned, Regina S. Reeves, personally known to me to be secretary of American Condominium Parks- Zephyrhills, A Condominium Association, Inc.

Signed and acknowledged the execution of the foregoing certificate this 29<sup>th</sup> day of September, 2003.

Rosemary A. Bush  
NOTARY PUBLIC



American Condo Park  
35136 Condo Blvd.  
P.O. Box 1111 - P.O.



10.50  
1539250  
CERTIFICATE OF AMENDMENT  
TO  
BYLAWS  
OF  
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS,  
A CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached amendments to the Bylaws of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., as described in O.R. Book 1419 at Page 1121 of the Official Records of Pasco County, Florida were duly approved as required by said Bylaws at a meeting of the members held on March 15, 1993, in the manner prescribed by said Bylaws.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of April, 1993, at Pasco County, Florida.

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS  
A CONDOMINIUM ASSOCIATION, INC.

Witnesses:

Elwyn C. Herndon

William W. Davis

By: William W. Davis

William W. Davis, President

35162 Danny Drive

Zephyrhills FL 33541

[Address]

Attest: George M. Schipper

George M. Schipper, Secretary


4961 Britni Way

ZEPHYRHILLS FL 33541

[Address]

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 12 day of April, 1993, by William W. Davis, and George M. Schipper, to me known to be the President and Secretary, respectively, of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., who are personally known to me or who have produced \_\_\_\_\_ as identification, and who did [did not] take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known to me.

 DOROTHY M. WADE  
State of Florida  
My Comm. Exp. June 2, 1993  
My Commission Expires

Dorothy M. Wade  
Notary Public, State of Florida

Dorothy M. Wade

[Printed Name of Notary]

Return to:

Elizabeth L. Trundle, Esq.  
Becker & Poliakoff, P.A.  
One North Dale Mabry, Suite 820  
Tampa, Florida 33609

(Personally Known)

ADOPTED AMENDMENTS TO THE BYLAWS  
AMERICAN CONDOMINIUM PARKS - ZEPHYRILLS  
A CONDOMINIUM ASSOCIATION, INC.

Additional text is shown by underlining 86539238 V5532224 04/15/93 12:42 PM  
Deleted text is shown by ~~strike-through~~ RECORDING/INDEXING 9.00  
RECORDS MODERNIZATION FEE 1.50

2. MEMBERS' MEETINGS

TOTAL: 10.50

2.3 NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States ~~mail~~, or hand-delivered, at least 14 days prior to the annual meeting. A post office certificate, or signed receipt in the case of hand delivery of the notice, shall be obtained and retained as proof of such mailing notice. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least 14 continuous days prior to the annual meeting.

2.4 NOTICE OF BUDGET MEETINGS - The Board of Administration/Directors shall also mail or hand-deliver a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than ~~30~~ 14 days prior to the meeting at which the budget will be considered.

2.7 NOTICE OF OTHER SPECIAL MEETINGS - Notice of other special meetings not covered above shall be in writing and mailed or hand-delivered to each member, and if mailed, by first class, postage pre-paid, not less than 10 days prior to the meeting.

Substantial Revision of text. See existing section for current provisions.

3. BOARD OF ADMINISTRATION/DIRECTORS

3.9 TERM OF BOARD MEMBERS - In order to provide for continuity of experience, the Board Members shall be elected to staggered terms of two years each. Beginning with the 1994 Annual Meeting, two directors shall be elected to serve initial one-year terms, and three directors shall be elected to serve initial two-year terms. The three candidates receiving the highest number of votes shall serve the two-year terms. If the Developer is still allowed to appoint one person to the Board, that person shall be appointed to fill one of the initial one-year terms. Thereafter, all Board Members shall be elected, or appointed by the Developer if appropriate, to serve two-year terms.



9.00  
1.50  
12.00  
8.00  
30.50

A.C.P. Zhill

P.O. Box 1799

Z'hill, Fla 33541

CERTIFICATE

I, Bobby G. Baker, being the duly elected Vice President of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., do hereby certify that certain amendments were made to the Bylaws of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., at duly called meetings of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc. Those amendments are as follows:

At a meeting of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., held on March 24, 1987, the Bylaws were amended as follows:

1.2 Fiscal Year: The fiscal year of the Association shall be April 1 to March 31.

At a meeting of the membership of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., held on March 29, 1988, the Bylaws were amended as follows:

7.11 Collection-Interest: Application of Payments. Assessments paid on or before ten (10) days shall not bear interest, but all sums not paid on or before ten (10) days shall be subject to a late charge of \$2.00. All payments upon account shall be first applied to late charges and then to the assessment payment first due. All late charges collected shall be credited to the common expense account.

At an annual membership meeting of American Condominium Parks-Zephyrhills, a Condominium Association, Inc., on March 29, 1988, the Bylaws of Association were amended as follows:

Page BL-11 embodying Bylaw 4.14 through the end of Bylaw 4.15 recorded at O.R. 1419 Page 1131 of the recorded official records of Pasco County, Florida, was deleted.

THIS CERTIFICATE IS BEING RE-RECORDED TO CORRECT DATE OF THE ANNUAL MEMBERSHIP MEETING OF AMERICAN CONDOMINIUM ASSOCIATION, INC.

O.R. 3026 PAGE 0249

O.R. 3022 PAGE 0321

I, Bobby G. Baker, as Vice President of American Condominium  
Parks-Zephyrhills, a Condominium Association, Inc., do hereby set  
my hand and the seal of Corporation to this certificate this

MAY 5 th , 1992.

Signed and sealed  
in the presence of:

RECORD VERIFIED  
JED PITTMAN  
Clerk Circuit Court, Pasco County

Witness

Bobby G. Baker, Vice President

Witness

State of Florida

County of Pasco

The undersigned, Bobby G. Baker, personally known to me to be  
Vice President of American Condominium Parks-Zephyrhills, a  
Condominium Association, Inc., appeared before me and signed  
and acknowledged the execution of the foregoing certificate this  
5 th day of MAY 1992.

886418  
FILED FOR RECORD  
MAY 5 12 49 PM '92

21391850 V5287861 05/05/92 02:20 PM  
RECORDING/INDEXING 9.00  
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CERTIFICATIONS & SEARCHES 8.00  
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TOTAL: 22.50

J. D. Garber, Notary Public 22.50

My Commission Expires:

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COPIES-RECORDED 12.00

TOTAL: 30.50

CHECK #: 4772 30.50  
CUNNBR 01-B AMT PAID: 30.50



Notary Public, State of Florida  
J. D. GARBER  
My Comm. Exp. Feb. 3, 1996  
Comm. No. CC 177751



**COVER PAGE**  
**AMERICAN CONDOMINIUM PARKS**  
**ZEPHYRHILLS**  
**MEMBERS COPY**

**FIRST SECTION - Declaration of Condominium**  
**Pages DC-1 Thru DC-26**

**SECOND SECTION - Exhibits**

- Ex "A" Description of Phase I
- Ex "B" Description of Phase II
- Ex "C" Page saying "There is no Exhibit C"
- Ex "D" Map of original lot lay-out (Some of these lots are not numbered same as plat filed with county)
- Ex "E" Percentage of ownership
- Ex "D" " " "
- Ex "F" " " "
- Ex "G" " " "
- Ex "H" " " "

**PAGE OR 1425 PG 1187 CORRECTION OF ERROR IN FILING ORIGINAL**  
**Declaration of Condominium**

- Ex "J" See attached amended as of 3-94

**BUDGETS - See attached for 96-97 fiscal year**

**CERTIFICATION BY SECRETARY OF STATE (FL) That the following**  
**articles of incorporation is a true copy**

**ARTICLES OF INCORPORATION**  
**Pages AC-1 thru AC-14**

**EXHIBIT "I" BYLAWS**

- Pages BL-1 thru BL-18
- Page O.R. 1419 PG 1141 Certification of correction of BL

**CERTIFICATES OF AMENDMENT TO BY LAWS**

- O.R. 1695 PG 0049  
Provides for a regular meeting of the membership at  
9:30 AM on the third Monday of November & January.  
Adopted 3-29-88
- O.R. 3026 PG 0249 & 0250  
Provides for 2.00 per month late charge  
Adopted 3-29-88
- O.R. 3138 PG 0056 & 0057  
Provides for the hand delivery of notices and two  
year terms for board members  
Adopted 3-15-93