

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE EMERALD POINTE RV RESORT**

THIS REVISED DECLARATION is made this 7th day of March, 2011 by THE EMERALD POINTE PROPERTY OWNERS' ASSOCIATION INC., a Florida corporation herein referred to as the "Association".

**WITNESSETH:**

**WHEREAS**, the "Developer" has created a residential community which contains platted lots for recreational vehicles (RVs), common areas, recreation facilities (amenities), known as **EMERALD POINTE RV RESORT**, and

**WHEREAS**, the Developer has sold and conveyed all Lots and has conveyed to the **EMERALD PROPERTY OWNERS' ASSOCIATION INC.** all common areas and facilities, therefore **EMERALD POINTE CORPORATION** can no longer function as the "Developer," and

**WHEREAS**, the real property described in Exhibit "A" is subject to the terms, conditions, rights, and obligations of this Declaration of Covenants, Conditions, and Restrictions for **EMERALD POINTE RV RESORT**, herein called the "Declaration", and is created a "not for profit" membership corporation, herein called the "Association", given the power and duty of maintaining and administering the Common Areas and enforcing this Declaration of Covenants, Conditions, and Restrictions for **EMERALD POINTE RV RESORT**.

**ARTICLE I**  
**DEFINITIONS**

**1.01** "Association" shall mean and refer to THE EMERALD POINTE PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns, which Association shall be the Property Owners' Association for owners of lots subject to this Declaration.

**1.02** "Board of Directors" or "Board" shall mean and refer to the representative body responsible for the administration of the Association.

**1.03** "Common Areas" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees. The Common Areas shall include the land which is subject to this Declaration, less and excepting any Lot within the subdivision.

**1.04** "Common Expenses" or Common Assessments" means all expenses and assessments which are properly incurred by the Association, including, but not limited to, those items set forth in Article IV..

**1.05** "Common Facilities" shall mean all of the facilities, equipment and personal property to be owned by the Association for the common use and enjoyment of the Owners.

**1.06** "THE EMERALD POINTE RV RESORT" shall mean the property described in Exhibit "A" together with all amendments thereto.

**1.07** "Lot" or "Lots" shall mean and refer to any platted lot subject to this Declaration, which shall not include the Common Areas.

**1.08** "Member" shall mean and refer to all those Owners who are members of the Association.

**1.09** “Owner” shall mean and refer to the record Owner, whether one or more person or entities, of the fee simple title to any Lot situated upon the properties.

**1.10** “Properties” or “Property” shall mean and refer to that certain real property described in Exhibit “A”. and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

**1.11.** “Fifth Wheel Trailer” or “Fifth Wheel” shall mean that type of Recreational Vehicle defined in Section 320.01 (1)(b)(8), Florida Statutes (1999), or any successor statute.”

**1.12** “Motor Home” or “Motor home” or “Mini-motor home” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(4), Florida Statutes (1999), or any successor statute.”

**1.13** “Park Trailer“ or “Park Home” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(7), Florida Statutes (1999), or any successor statute.“

**1.14** “Private Motor Coach” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(5), Florida Statutes (1999), or any successor statute,”

**1.15** “Recreational Vehicle” or “RV” shall mean that type of Motor Vehicle defined in Section 320.01(1)(b), Florida Statutes (1999), or any successor statute, but specifically limited for purposes of the Declaration to Travel Trailers, Motor Homes (or Mini-motor homes), Park Trailers, Private Motor Coaches, and Fifth Wheel Trailers, and excluding any other form of Recreational Vehicle as defined in such Statute.”

**1.16** “Resort Home” shall mean a site-built single family home built on a Lot, consisting of no less than 2,000 square feet and no more than 2,600 square feet of floor space under roof, and which has an area (enclosed or open, but on a concrete pad) where a single Class “A” Motor Home or a Private Motor Coach (but limited to a length no greater than 45‘) may be parked and used by connecting to utilities in or on the Resort Home, and all subject to applicable setback requirements and Board approval.”

**1.17** “RV Port” shall mean a partially enclosed structure made of aluminum or similar rigid building material on a concrete pad under which a Motor Home (or Mini-motor home), Private Motor Coach, Fifth Wheel Trailer or Travel Trailer (and no other type of RV) may be parked and stored and to which may be attached a screened or enclosed living and storage area, and an aluminum carport for a passenger vehicle, all under one roof and subject to applicable setback requirements and Board approval”.

**1.18** “Travel Trailer” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(1), Florida Statutes (1999), or any successor statute.”

## **ARTICLE II**

### **PROPERTY RIGHTS**

**2.01** Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a non-exclusive easement of ingress and egress over the private roadways and sidewalks, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

**A.** The right of the Association to charge all Owners common assessments for the upkeep, maintenance and repair of the Common Areas and Common Facilities.

**B.** The right of the Association to dedicate or to transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required.

**C.** The right of the Association to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas and use of the Lots.

**D.** The right of the Association to grant or reserve utility easements throughout the Properties as may be required to adequately serve the Properties.

**E.** The right of the Association to grant or reserve easements for ingress and egress and rights-of-ways for pedestrian and vehicular traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets, drives, circles, ways and avenues, as may be required to adequately serve the Properties.

**F.** Any easements, restrictions, reservations or conditions shown, or to be shown, on the various plats for THE EMERALD POINTE RV RESORT.

**2.02** Any Owner may delegate, in accordance with and subject to the Bylaws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, invitees or contract purchasers who reside on a Lot, subject to reasonable regulation by the Association, provided, however, the same shall not relieve the Owner of his responsibilities under this Declaration.

**2.03** Upon recording of this Declaration, the Developer has conveyed the legal and equitable title and ownership of the Common Areas and Common Facilities to the Association and thereafter the Association shall hold title to the Common Areas and Common Facilities for the benefit of those persons entitled to use the same under the provisions hereof. The conveyance of the Common Areas and Common Facilities shall be subject to all easements, restrictions, reservations and other matters of record.

**2.04** There shall be no judicial partition of the Common Areas, nor shall any Owner or any other person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

**2.05** With the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE EMERALD POINTE PROPERTY**  
**OWNERS' ASSOCIATION**

**3.01** Every person or entity who is a record fee simple Owner of a platted Lot in THE EMERALD POINTE RV RESORT, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. If any such member is not a natural person, the subject entity shall designate

a natural person who shall be the “primary occupant” and such natural person shall exercise the Lot’s membership rights. When any such persons or entities shall be members, provided, however, if all such members cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. 80% of all Lot Owners within Emerald Pointe RV Resort must have at least one member over the age of 55 years of age. No Lot Owner shall sell, rent, lease, convey or transfer any Lot to any individual under the age of 55 years if such action or tenancy adversely affects the status of Emerald Pointe RV Resort as a seniors park for persons aged 55 years or more.

**3.02** Membership in the Association shall consist of all Lot owners upon acquiring title to their Lot. There shall be one (1) vote appurtenant to each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, however in no event shall more than one (1) vote be cast with respect to any such Lot.

**ARTICLE IV**  
**COVENANTS FOR MAINTENANCE ASSESSMENT**

**4.01** Each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Common Assessments, and any special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, 15 days after the due date plus a reasonable enacted late fee, costs and reasonable attorneys’ fees of collecting such assessments, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise.

**4.02** The common and special assessments levied by the Association for payment of Common Expenses shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots and, in particular, for the management, maintenance, operation, repair and replacement of the Common Areas and Common Facilities and for the management, maintenance, operation, repair and replacement of those improvements for which the Association is responsible for maintenance and care, including but not limited to the following:

**A.** Operation, maintenance, replacement and repair of all streets, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;

**B.** Operation, maintenance, replacement and repair of all landscaped areas, including Lawns, shrubs, trees, and other plantings located on Common Areas;

**C.** Mowing, edging and fertilizing of grass on individual Lots and on Common Areas;

**D.** Operation, maintenance, replacement and repair of all Common Facilities;

**E.** Operation, maintenance, replacement and repair of all wetlands, lakes and vegetation areas designated as Common Areas or as Surface Water Management Areas;

**F.** Operation, maintenance, replacement and repair of water and sewage facilities, electrical lighting, directional signage and other necessary utility services located in the Common Areas;

**G.** Charges for refuse collection and other utilities for Lots unless separately billed to Lots;

**H.** Operation, maintenance, replacement and repair of all storm drains, drainage courses, drainage easements, sprinkler systems, and utility easements in all Common Areas;

**I.** The control of exotic vegetation and removal thereof in all Common Areas;

**J.** Operation, maintenance, replacement and repair of fences, signs, and gates and related facilities that are part of or appurtenant to improvements constructed on the Common Areas, Clubhouse, and attendant facilities;

**K.** Hiring of management companies, if so agreed upon by the Members and the Board of Directors, and the payment of management fees and charges for the hiring of personnel;

**L.** Payment of ad valorem taxes and any other tax or assessment levied against the Common Areas;

**M.** Payment of all sales taxes and other taxes related to the Association operations;

**N.** Procuring insurance with coverage's and policy limits as may be deemed necessary or advisable by the Board of the Association;

**O.** Acquisition of equipment for the Common Areas, Clubhouse and attendant facilities as may be determined by the Board of the Association, including without limitation, all equipment necessary or proper for use or maintenance of the Common Areas, Clubhouse and attendant facilities;

**P.** Acquisition of any other materials, supplies, equipment, labor, professional services including attorneys and accountants, management, supervision, services, personnel, repairs or insurance which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas and Common Facilities, for the benefit of the Owners and for the betterment of the Properties, or for the enforcement of these restrictions.

**4.03** All regular and special assessments for the Association shall be at a uniform rate for each Lot in the Property and shall be assessed against all Lots subject to this Declaration.

**4.04** By a vote of a majority of the Board of Directors of the Association, said Board of Directors shall fix the regular assessments as provided in the Bylaws to provide for collection of assessments in quarterly, semi-annual, or annual installments. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment at least 14 days prior to the meeting.

**4.05** In addition to the regular assessments authorized above, by vote of a majority of the Board of the Association, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement. In addition, the Board may levy special assessments in the same manner as hereinabove described for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect all of the members of the Association, or for the purpose of making up any deficiency between regular assessments and expenses. Written notice of any meeting at which special assessments will be

considered must be mailed (postage paid), hand delivered, or electronically transmitted to all members at least 30 days prior to the meeting.

**4.06** By a majority vote of the Board of Directors of the Association, the Board shall adopt an estimated operating budget which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. Regular assessments shall be based upon the projections and estimates contained in the budget. The Board may increase or decrease the assessments based upon actual revenue and expenses.

**4.07** The Treasurer of the Association, or such other person as may be authorized by the Association, upon demand of any Owner liable for an assessment, shall furnish to said Owner a certificate in writing signed by a Director, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**4.08** In the event the Common Areas are taxed separately from Lots, the Association shall include such taxes as part of the common assessments. In the event the Common Areas are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to there becoming a lien on the Lot.

**4.09** The Association may levy special assessments against any Owner which has caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents. All such special assessments shall be collected upon demand by the Association.

**4.10** The Board of Directors of the Association shall, within 90 days (\*3-11) after the end of each fiscal year, cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the previous fiscal year: shall cause a copy thereof to be distributed to each member at the annual meeting or mailed within 120 days (\*3-11) to member's last address appearing on the books of the Association.

**4.11** No action shall be brought to foreclose any assessment lien herein, unless a Notice of Claim of Lien is deposited in the United States mail, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Pasco County, Florida.

**4.12** The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through its duly authorized agents shall have the power to bid on any Lot foreclosure sale, and acquire and hold, lease, mortgage and convey the same.

**4.13** The assessment liens and the right to foreclosure and sale there under shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its successors and assigns may have here under and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

**4.14** In the event the City of Zephyrhills, or any other governmental agency, assumes maintenance of all, or any part, of the Common Areas or Common Facilities, then, and in that Event, the City of Zephyrhills or other governmental agency shall be entitled to the same rights herein granted to the Association.

**ARTICLE V**  
**USE OF PROPERTY AND RESTRICTIONS**

**5.01** In order to maintain the Property as a desirable place for all Owners, the following protective Covenants and Restrictions are made a part of this Declaration:

(a) All Lots shall be used for residential purposes ONLY and NO business or occupation of any type or kind shall be conducted on or from any Lot within the subdivision.

(b) All RV Lots are restricted to use by one (1) Travel trailer, Motor home, Fifth wheel, mini-Motor home, Park model, or Resort home with one RV. All RVs must be modern, commercially manufactured and presentable in looks and repair and positioned on the Lot's concrete pad. All RVs are subject to the approval and disapproval of the Board in its sole discretion. Excluded, among others, are mobile homes (as defined by the Florida Department of Transportation, Bureau of Motor Vehicles), tents, truck campers, fold-out campers, and any RV not equipped for full utility hookups to the Park's water, sewer and electrical systems. With respect to a Lot on which a Resort home is located, to such site built home and either one Class "A" motor home or one private motor coach (but limited to a length no greater than 45 feet).

(c) No storage of boats, boat trailers, utility trailers, or automobile/motorcycle trailers, and car dollies are allowed on any Lot. The parking and/or storage of bicycles, golf carts, mini bikes, scooters, and motorcycles may be restricted by the rules and regulations of the Association. No storage of unlicensed or non driven automobiles.

(d) Additional parking on the Lot is restricted to three currently licensed vehicles Maximum, two cars or trucks, and one motorcycle, or two motorcycles, and one car or truck, which shall be parked on the concrete driveway. No commercial vehicles may be parked on any Lot except vehicles used for construction and those making deliveries in the park. These vehicles may not be parked on any Lot over night.

(e) Aluminum carports, screen rooms, and Florida rooms which include storage rooms, RV ports, and Resort Homes are allowed provided necessary written approval from the Board (in the Board's sole discretion) and necessary City of Zephyrhills permits have been obtained. Resort Homes may be located only on Lots 187 through 194, inclusive, in Phase Three, which have a boundary adjacent to the exterior boundary of the Park. RV Ports may be erected on perimeter Lots, which back up to Common Areas, preserves, or Chancey Road.

(f) Free standing storage buildings are allowed, provided written approval from the Board (in the Board's sole discretion) and necessary City of Zephyrhills permits have been obtained.

(g) Travel trailers, motor homes, fifth wheels, and mini-motor homes may have portable removable, temporary, screen rooms or awnings, provided such accessories shall be stored or Removed when RV is to be left unoccupied longer than 24 hours. Free standing air conditioning, Heating equipment, storage, screen rooms, and Florida rooms may not be installed on these Rvs.

(h) No improvements or additions to a Lot, except for restoration repairs, (\*3-11) including without limitation any building, statue, storage shed, screen enclosure, awning, spa, hot tub, or pool, shall be erected, placed or maintained, unless and until the plans and specifications therefore have been submitted to and approved by the Board in its sole discretion.

(i) The exterior use/and or storage of refrigerators, freezers, LP gas bottles over forty (40) pounds (unless approved by the Board of Directors), boats, boat equipment, trailer or vehicle parts, or any other items not deemed compatible to the Lots and surroundings are prohibited. This prohibition includes storage of any item of any type beneath an RV. Additionally, no part of the RV with attachments thereto and/or the transportation vehicle shall be parked so as to extend beyond any of the lot lines or set-backs, tip-out, slide outs, and pullouts included. The easements for public utilities shall not be blocked or impaired. No vehicle (RV or tow vehicle) maintenance may be performed upon the Lot or Common Areas except in areas, if any, which are designated by the Board for that purpose.

(j) Flower gardens are permitted and shall be placed where they will not interfere with lawn mowing responsibilities of the Association. The location of ALL flower gardens and other planting including trees must be approved by the Board before installation. The Board may disapprove such plantings for any reason, including aesthetics. A minimum space of five feet must be maintained between any plantings and structures or planted areas to allow clearance for lawn mowing equipment.

(k) No fences or walls shall be permitted on any Lot. Nothing in this paragraph, however, shall be construed so as to disallow the Association the building of a perimeter fence around equipment, recreation areas adjacent to Lots, or perimeter fence if so deemed necessary.

(l) No outside satellite receptor dishes or devices, television or radio antennas, or any other type of electronic device for the transmission or reception of electronic signals shall be allowed without the prior approval of the Board except those installed as part of an RV (for example commercially installed Trac Vision)

(m) Except for mowing, edging, and fertilizing of Lots, landscaping, including trees must be maintained by the Lot Owner in good living condition.

(n) It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition on his Lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. In the event the Board determines that a Lot or structure is not being maintained according to subdivision standards, the Board shall arrange for such maintenance to be done, and assess the Lot Owner for the cost thereof. The Board, after notifying the Lot owner in writing of unkempt condition with no resolution, shall have the right to maintain and/or replace any landscaping, including trees, not so kept and assess the Lot Owner the costs thereof. Such entry shall be deemed to be permitted and not be deemed a trespass.

(o) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbors. Owners of Lots are responsible for their guests, renter, and invitees. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal existence or activities are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhoods by the owners thereof. (p) The use of each Lot within the subdivision and related recreational and common areas shall be subject to the rules and regulations as may be adopted and implemented by the Board from time to time which shall be applied on a uniform basis to all Lots located within the subdivision.

(q) No Lot shall be subdivided or its boundary lines changed except with approval of the Board.



(r) Lot Owners are responsible for keeping the exterior appearance of their RV, RV Port, aluminum carports, screen rooms, Florida rooms, which include storage rooms, Park Model, Resort Home, or structures or appurtenances in well maintained and clean condition.

(s) LOT OWNERS ARE RESPONSIBLE FOR NOTIFYING THE BOARD, IN WRITING, OF ANY CHANGES IN LOT OWNERSHIP, WHICH NOTICE SHALL SPECIFY THE NAME, ADDRESS, TELEPHONE NUMBERS, E-MAIL ADDRESS, and MAKE AND MODEL OF RV, OF ANY NEW LOT OWNER.

(t) Household pets, limited to dogs, cats, birds or fish, are allowed. Any other type of pet is not allowed, unless prior written approval of the Board is obtained. Only two (2) pets allowed per unit/Lot. Pet owners must practice good pet control. Each pet must be registered with the Board on forms provided by the Board. Each pet must be licensed and inoculated in accordance with applicable laws and rules. Each pet is to be kept within the Owner's Lot except when the Owner has the pet on a leash and is walking the pet. Any pet running loose in the park is a nuisance and may be impounded at the pet owner's expense. Pets are not allowed in any Park building or any recreational area at any time, with the exception of seeing-eye dogs. Any excretion left by a pet outdoors must be picked up immediately and disposed of in the dumpster by the person walking the pet. A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to written complaint. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated, and the Board determines any of these pet rules have been violated, and the Board determines that a violation has or is occurring, the Board shall serve notice on the Lot Owner, in writing, to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well-being of residents and is forever barred from the Park. The Lot Owner shall remove the pet from the Park within two (2) weeks. Pets kept in an aquarium, such as fish, are excluded from these rules.

(u) Occupancy of any Lot is limited to single family residency only. No permanent resident under 22 years of age is allowed. Any variance to this covenant must meet the approval of the Board of Directors.

(v) No signs of any kind shall be displayed without the written consent of the Board. This specifically includes "For Sale", "For Rent", and similar signs. This applies to windows of vehicles and structures as well as any location within the Lot.

(w) No outside toilets, showers, or sinks (\*3-11) will be permitted on any Lot.

(x) No commercial activity of any kind whatsoever shall be conducted on or from any Lot in the Park, unless authorized by the Board of Directors.

(y) Discharge of air pistols, rifles, firearms, or fireworks in the Park is prohibited.

(z) No portion of a Lot (other than an entire Lot) may be rented. All leases of Lots shall be on forms approved by the Board and shall provide that the Board shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, and Bylaws, applicable rules and regulation, or other applicable provisions of any agreement, document or instrument governing the Lot. The leasing of Lots shall also be subject to the prior written approval of the Board. All Lot Owners will be jointly and severally liable with their tenants

to the Board for any amount which is required by the Board to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

**(aa)** The rights of access and use established with respect to THE EMERALD POINTE RV RESORT and the Lots and Common Areas contained therein shall be subject to security checks and restrictions. Security personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing that right to the satisfaction of the security/safety personnel may be required to leave (even if such person actually has the right to be where stopped, but is unable to prove such right satisfactorily).

**(bb)** Owners, renters, and guests must register with the office upon their initial arrival and final departure for security and safety control. The POA office is open during hours as noted on the POA Office door.

**(cc)** Recreational facilities are for the sole use of residents and their guests. Hours of use and rules for use shall be posted in each recreational area.

**(dd)** Speed limit within the Park streets is 10 miles per hour.

**(ee)** The period of time from 10:00 P.M. to 8:00 A.M. each day shall be observed as the quiet hours.

**(ff)** Time share estates are prohibited.

**(gg)** No garbage or trash receptacles shall be placed outside of the recreational vehicle.

**(hh)** All veicles, which includes motorcycles, mini-bikes, mopeds, scooters, and golf carts, must be operated by licensed drivers only, and may not be used in the Park in such a way as to create a nuisance or disturbance. Small motorcycles less than standard height shall not be ridden on the Park streets for safety reasons. All children on scooters, skateboards, bicycles, roller blades, etc. must be supervised by an adult for safety reasons.

**(ii)** No individual well will be permitted on any Lot.

**5.02** In the event the Board of Directors determines that a Lot or structure is not being maintained according to subdivision standards, the Board may hire someone to perform such maintenance and assess the Lot Owner for the cost thereof, which assessment shall be secured by a lien on the Lot, such entry shall be deemed to be permitted and not be deemed a trespass.

## **ARTICLE VI**

### **MAINTENANCE, REPAIRS AND REPLACEMENTS**

**6.01** Responsibility for and expenses for the maintenance, repairs and replacements of the improvements located within EMERALD POINTE RV RESORT shall be as follows:

**(a)** Owners. Except as otherwise provided herein, each Lot and the improvements thereon, including yard landscaping, RV Park Model, Resort Home, and concrete pad, shall be maintained by the Owner in a clean and sightly condition and in good repair. Owners shall maintain, replace, and repair at Owner's expense concrete pads, driveways, and utility facilities located on the Lot which serve only that Lot, including wiring, piping, and other mechanical or electrical equipment. All maintenance, repairs,

and/or replacements for which Lot Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Lots, shall be performed promptly as the need arises, and if such Owner(s) fails to promptly perform these obligations, the Association shall have the right to perform these obligations and to assess such Owner(s) for the charges thereof. Such entry shall be deemed to be permitted and not be deemed a trespass. If the Association is not reimbursed for the charges, the cost of any such work performed by the Association shall be secured by a lien upon the Lot in which the work was performed.

(b) Association. Association shall be responsible for maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Areas and Common Facilities and shall be responsible for mowing, edging, and fertilizing individual Lots

## **ARTICLE VII**

### **LAKES AND OTHER SURFACE WATER MANAGEMENT AREAS**

**7.01** The Association shall be responsible for the maintenance of the surface water management areas and systems in THE EMERALD POINTE RV RESORT, which areas shall be a common area which has been deeded to the Association.

(a) No structure of any kind (including docks) shall be constructed or erected, nor shall an Owner or the Association in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area, including but not limited to lakes, ponds, swales, drainage ways or areas intended for the accumulation of runoff waters, without the written permission of the appropriate governmental agency.

(b) It is the Lot owner's responsibility, for all Lots abutting wet detention ponds or preserves (this includes the 15 foot buffer area), not to remove native vegetation (including cattails) that become established within the wet detention ponds/preserves abutting their property. Removal includes dredging, the application of herbicide, and cutting.

(c) No Owner shall unreasonably deny or prevent ingress and egress to water management areas for maintenance, repair or landscaping purposes by the Association or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created.

(d) No Lot shall be increased in size by filling in any lake, pond, water retention or drainage areas, or preserves which it abuts without the written permission of the appropriate governmental agency. Owners or Association shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the appropriate governmental agency.

(e) All surface water management systems within THE EMERALD POINTE RV RESORT will be the ultimate responsibility of the Association. The Association may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Association unless the problem was deemed caused by the Lot owner, if so determined the Lot owner will be assessed the cost of repairing the problem.

(f) Nothing in this section shall be construed to allow construction of any new water management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

(g) Notwithstanding anything in this Declaration to the contrary, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the approval of the Southwest Florida Water Management District.

**ARTICLE VIII**  
**NATURE PRESERVE AREA**

**8.01** The Nature Preserve Areas designated on the plat of the EMERALD POINTE RV RESORT shall be a common area to be deeded to the Association. The Nature Preserve Areas may not be altered from their natural state, other than any easements as shown on the Plat. No activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation may be conducted in such area, including but not limited to construction or the placing of a building on or above ground, dumping or placing of soils or other substances such as trash, destruction of trees, shrubs, or other vegetation, dredging or removal of soil material or diking.

**ARTICLE IX**  
**LEASES CONCESSIONAIRES AND VENDORS**

**9.01** The Association shall have the power and authority to lease portions of the Clubhouse or other common property to concessionaires or vendors for the purpose of supplying goods and services to the EMERALD POINTE RV RESORT. All revenues received by the Association shall be used to offset Common Expenses.

**ARTICLE X**  
**GENERAL PROVISIONS**

**10.01** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-third (2/3) of the Lots subject to this Declaration has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants, or restrictions herein contained shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants, or restrictions and to prevent or remedy the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement. All such expenses shall be secured by a lien on the Owner's Lot.

**10.02** Any notices required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when hand delivered, mailed, post paid, or electronically transferred to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**10.03** Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**10.04** This Declaration may be amended at any time with the consent of Owners holding not less than two-thirds (2/3) of the voting interest of the membership. However, in no event shall any such amendment(s) adversely effect the rights of the City of Zephyrhills under article 4.14 of this Declaration.

**10.05** All streets and rights of way within the Properties are platted as private streets and rights of way serving the Properties and other lands owned by the Association. Nothing contained herein, however, shall prohibit the Association from amending this Declaration in the future in order to make said streets and rights of way public, provided all applicable governmental authorities agree to accept said streets and rights of way and appropriate provisions are made for the maintenance thereof.

**10.06** Whenever the singular use is used it shall include the plural and the singular, and the use of any gender shall include all genders.

**10.07** This Declaration shall become effective upon its recording in the Public Records of Pasco County, Florida.

Signed: sealed and delivered  
In the presence of:

THE EMERALD POINTE PROPERTY  
OWNERS' ASSOCIATION, INC.

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_ It's: President  
Jack Wilson  
Print Name:\_\_\_\_\_

Corporate Seal

State of Florida

County of \_\_\_\_\_

On \_\_\_\_\_, 2011 before me personally appeared \_Jack Wilson,  
as President of THE EMERALD POINTE PROPERTY OWNERS' ASSOCIATION Inc., a Florida  
Corporation, who executed the foregoing instrument and

\_\_\_\_\_  
History (\*3-11) Annual Meeting March 7, 2011.

THESE DOCUMENTS WERE RECORDED WITH THE PASCO COUNTY CLERK ON 4/04/2011 BY JACK WILSON, PRESIDENT AND FRAN SANFORD, SECRETARY, RCPT: 1360163

**BY-LAWS  
OF THE  
EMERALD POINTE PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is the Emerald Pointe Property Owners' Association, Inc. hereinafter referred to as the "Association". The principal office of the corporation shall be 39602 Amethyst Way, Zephyrhills, Florida 33540, or at such other place as is designated by the Board of Directors. Meetings of members and directors may be held in such places within Pasco County, Florida, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The definitions as set out in the Declaration of Covenants, Conditions, and Restrictions, and 720.301 of the Florida Statutes, of The Emerald Pointe RV Resort (Declaration) are hereby incorporated by reference. Emerald Pointe RV Resort is a deed restricted community and shall also be designated as a 55 and older community as designated in the Florida Statutes 760.29(4) henceforth from this date, February 11, 2006.

**ARTICLE III  
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The annual meeting of members shall be held on the first Monday of March of each year at the hour of seven (7:00) o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be at the same hour on the first day following which is not a legal holiday. (FL. Stat. 720.3055)

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon written request of the members who are entitled to vote two-thirds (2/3) of all of the votes of the Association membership. (FL. Stat. 720.306 (3))

Section 3. Notice of Meetings. Written notice of each meeting of **Members** will be given by, or at the direction of, the secretary or other person authorized to call the meeting, by hand delivering, mailing, or electronically transmitting a copy of such notice at least 30 days before such meeting to each member entitled to vote thereat. Postal mailings will be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice will specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

THESE DOCUMENTS WERE RECORDED WITH THE PASCO COUNTY CLERK ON 4/04/2011 BY JACK WILSON, PRESIDENT AND FRAN SANFORD, SECRETARY, RCPT: 1360163

Section 4. **Quorum required for regular business:**

(a) The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, **30 percent (92)** (\*3-10) of the votes of the voting membership shall constitute a quorum for any action as provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by the concurrence of at least a majority of the of the voting interest present, in person or by proxy, at a meeting at which a quorum is present. (Fl Stat.720.306 (1) (a))

**Quorum (required for action to Articles of Incorporation, the Declaration, or these By-Laws: (\*3-10)**

(b)The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, two thirds (203) of the votes of the voting membership shall constitute a quorum for any action pertaining to the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in the By-Laws, Articles of Incorporation or Declaration these By-Laws may be amended by the affirmative vote of two thirds 2/3 of the voting interest of the association, at a meeting at which a quorum is present. (FL Stat.720.306 (1) (b))

Section 5. Proxies. At all meetings of the members, each member may vote in person or by limited proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy, and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Lot owner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation, By-Laws, or Declarations or for any matter that requires or permit's a vote of the Lot owners. (FL Stat. 720.306 (8))

**ARTICLE IV  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who must be members of the Association.

Section 2. Term of Office. The term of office of all Directors is three years. At the first meeting following the adoption of these revised By-Laws, the members will elect two directors for one year, two directors for two years, and one director for three years. At each annual meeting thereafter, the members will elect the number of Board members as may be vacant.

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Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting at which time Directors are elected. (FL Stat. 720.303 (10) (a) is hereby incorporated by reference.

Section 4. Compensation. No director shall receive compensation for any services he or she may render to the Association. However, any director may be reimbursed for his or her actual vouchered expenses incurred in the performance of his or her duties (per EPPOA Reimbursement Plan approved by the Board of Directors meeting of February 2008) (\*3-10). Any expenses over \$500.00 requires Board approval.

## **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nominations. Nominations for election to the Board of Directors will be made by the search (\*3-08) committee. Nominations may also be made from the floor at any annual meeting of members. The search (\*3-08) committee will consist of three or more members of the Association. The committee will be selected from those members who volunteer or are appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting. The search (\*3-08) committee will present all nominations collected, except for floor nominations, at each annual meeting. (FL. Stat. 720.306(9))

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. (FL. Stat. 720.306(9))

Section 3. Use of Proxy. For election of members of the Board of Directors, Lot owners shall vote in person at a meeting of the property owners or by valid limited proxy that the Lot owner personally provided. (FL. Stat. (c) 8

## **ARTICLE VI MEETINGS OF BOARD OF DIRECTORS**

Section 1. Board Meetings. Meetings of the Board of Directors shall be open to all Members. Regular meetings of the Board of Directors shall be held at such date, place, and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. (FL. Stat. 720.303 2 (a)).



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Section 2. Special Meetings. Special meetings of the Board of Directors will be held when called by the President or two members of the Board of Directors, after not less than three (3) days notice for each Director, except in the case of emergency.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Each act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the consent, in writing, setting forth the action so taken is signed by all members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. (Lot Improvement Requests, Repairs (over \$500.00) or Situations which require immediate attention, etc.)

Section 5. Notice to Members. Meeting of the Board of Directors shall be open to all members. Members have the right to speak for at least 3 minutes on any matter placed on the agenda by petitioning the Board. Notice of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance of any meeting, except in an emergency. Notice of any meeting in which special assessments against Lots are to be established shall specifically contain a statement that special assessments shall be considered and state the nature of such special assessments. An assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all members at least 14 days before the meeting, which notice includes a statement that assessments will be considered and nature of assessment. Written notices of meetings at which Special assessment will be considered or rules regarding the use of parcels in the community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Lot Owner/member and be posted in a conspicuous place. (FL Stat. 720.303 2(b); c(1)(2))

## **ARTICLE VII POWERS AND DUTIES OF THE ASSOCIATION**

Section 1. Powers. The Association, by and through its Board of Directors, shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, use of property and restrictions, and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof. (FL Stat. 720.305 (2)).

(b) suspend the voting rights and right to use the recreational facilities of a member and their tenants during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

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(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) employ independent contractors or such other employees as they deem necessary, for the general upkeep and maintenance of the grounds and buildings, and prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a record of all its acts and corporate affairs and to present a Financial (\*3-08) statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of the membership who are entitled to vote, at least thirty (30) days prior to the annual meeting or special meeting.

(b) supervise all officers, agents and employees of the Association, and to see (\*3-08) that their duties are properly performed;

(c) as more fully provided for in the Declaration or consistent, or applicable with the Florida Statutes.

(1) fix the amount of the annual assessment against each Lot at least ten (10) days in advance of each annual assessment period; and

(2) send, or hand deliver, written notice of each assessment to every Lot owner subject thereto at least seven (7) days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot to which assessments are not paid within ninety (90) days after the due date or to bring an action at law against the Lot owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any Lot owner, a certificate setting forth whether or not any assessment has been paid. A charge, not exceeding \$5.00, may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association. Cause all officers or employees having fiscal responsibilities to be insured or bonded as it may deem appropriate;

THESE DOCUMENTS WERE RECORDED WITH THE PASCO COUNTY CLERK ON 4/04/2011 ETC.

(f) cause the Common Areas to be maintained;

(g) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and after the second year, maintain a reserve account for replacement of those parts of the common elements which have a limited useful span.

Section 3. Official records. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace:

(b) A copy of the Articles of Incorporation, By-Laws, Declarations of the Association and each amendment to these Governing Documents;

(c) A copy of the current rules of the Association;

(d) Minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least 7 years;

(e) Current roster of all members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and consent of members to receive notice by electronic transmission. The Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic Transmission of notices;

(f) All Association's insurance policies or copy thereof, which policies must be retained for at least 7 years;

(g) Current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year;

(h) The financial and accounting records of the Association. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records will be audited by an external auditor or internal auditing committee every ***other year or upon change of the Treasurer. (\*3-11)***. The financial and accounting records must include (FL Stat. 720.303(7))

(1). Accurate, itemized, and detailed report disclosing the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expenses classifications..

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- (2). A current account and periodic statement for each member, designating name and address of each member obligated to pay assessments, the due date and amount of each assessment, and the date and amount of each payment on the account, and the balance due.
- (3). All tax returns, financial statements, and financial reports of the Association; including audited financial statements every years. (\*3-08)
- (4). All written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 4: Inspection and copying of Records. The official records shall be maintained within the State and must be open to inspection and available for photo copying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. If the Association has a photocopy machine available where the records are maintained, it must provide Lot Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages.

(a) A member who is denied access to official records is entitled to the actual damages or minimal damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50.00 per calendar day up to 10 days, the calculation to begin on the 11th business day after the receipt of the written request.

(b) The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected and manner of inspections, but may not impose a requirement that a Lot Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Lot Owner's right to inspect records to less than one 8 hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photo copy machine available where records are kept, or if copies exceed 25 pages in length, the Association may have copies made by an outside vender and charge the actual cost of copying.

(c) The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to members and prospective buyers.

(d) Records not assessable to members or Lot Owners.

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- (1) Any records protected by lawyer-client privilege s. 90.502
- (2) Information in connection with approval, lease, sale, or other transfer of a parcel.
- (3) Disciplinary, health, insurance, and personnel records of the Associations employees.
- (4) Medical records of Lot Owners or community residents.

**ARTICLE VIII  
POWERS AND DUTIES of the BOARD of DIRECTORS**

Section 1. Enumeration of Officers. The Directors of this Association shall be at least five (5) and no less than three (3) members as elected at the annual meeting.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers and committees of this Association shall be appointed (\*3-10) annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or be removed, or otherwise is disqualified to serve.

Section 4. Special Appointments. The Board may appoint other officers or committees as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. These appointed officers and committees may make recommendations to the Board of Directors. These appointed officers and committee members have no voting rights.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective. FL. Statute 720.303 (10)

(6)

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve until the next annual meeting.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 8. Duties. The duties of the officers are designated in the standing rules.

(8)

THESE DOCUMENTS WERE RECORDED WITH THE PASCO COUNTY CLERK ON 4/04/2011 BY JACK WILSON, PRESIDENT AND FRAN SANFORD, SECRETARY, RCPT: 1360163

## **ARTICLE IX ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date a reasonable enacted late fee may be applied. The Association may bring an action at law against the Lot owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. FL. Stat. 720.308

## **ARTICLE X DISPUTE RESOLUTIONS**

Section 1. Each member and the member's tenants, guests, and invitees, and each Association, along with its Board of Directors are governed by, and must comply with, the Florida Statutes, the Governing Documents of the Association, and the Rules and Regulations of the Association.

(a) The Association, members, or any Director or Officer of the Association who will fully and knowingly fails to comply with these provisions may result in a fine and/or suspension of common-area-use rights.

(b) After 14 days following written notification of a violation and an opportunity for a hearing before a committee of at least three members appointed by the Board, who are not officers, directors, relatives of officers or directors, or employees, a fine and suspension may be invoked if approved by the Hearing Committee.

(c) A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. FL. Statutes 720.305 (2)

Section 2. Disputes between an Association and a Lot Owner regarding use of parcel, or common area and other covenant enforcement disputes, disputes regarding amendments to the Association documents, meetings of the Board and Committees appointed by the Board, membership meetings, not including election meetings, and access to official records of the Association shall be filed with the Department of Business and Professional Regulation for mediation. FL Statutes 720.311 (1),(2) (a,b)

(a) All recall and election disputes between a Lot Owner and the Association shall be arbitrated by the Department of Business and Professional Regulations

THESE DOCUMENTS WERE RECORDED WITH THE PASCO COUNTY CLERK ON 4/04/2011 BY JACK WILSON, PRESIDENT AND FRAN SANFORD, SECRETARY, RCPT: 1360163

**ARTICLE XI  
CORPORATE SEAL**

The Association shall have a seal in circular for having within its circumference the words; “The Emerald Pointe Property Owner’s Association, Inc. and within the center the word “Florida”

**ARTICLE XII  
AMENDMENT**

Section 1. Unless otherwise noted in the governing documents or required by law, any governing document of this association may be amended, at a regular or special meeting of the members, by the affirmative vote of two third (2/3) (203) of the voting interests of the Association. FL Stat. 720.306 1 (b). (\*3-10)

Section 2. In the case of any conflict between the Articles of Incorporation and these by-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In case of any conflict between the Florida Statutes and these By-Laws or the Declarations the Florida Statutes shall control.

(\*3-10) Annual Meeting March 1, 2010

**Emerald Pointe Property Owners Association**  
**39602 Amethyst Way, Zephyrhills, Fl 33540**  
**By-Law Amendments made by Vote Annual Meeting March 7, 2011**  
**All changes or additions are underlined**

**Article VII**  
**Powers and Duties of the Association**

**Section 3(h)**

**The financial and accounting records of the Association. All financial and accounting records must be maintained for a period of 7 years per Florida Statutes. The financial and accounting records will be audited by an external auditor or internal audit committee every other year or upon change of the Treasurer.**

**In Witness whereof, Emerald Pointe RV Resort Property Owners Association has caused this certificate to be executed in its name on March 7, 2011 at the Annual Meeting of its members.**

**By Jack Wilson, President \_\_\_\_\_ Attest: Fran Sanford, Secretary \_\_\_\_\_**

**Signed, sealed and delivered in the presence of:**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Printed Name)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Printed Name)**

**The Emerald Pointe Property  
Owners' Association, Inc.**

\_\_\_\_\_  
**Jack Wilson  
Its President**

**State of Florida**

**On this \_\_\_\_\_ of April, 2011 before me personally appeared Jack Wilson, as President  
Of The Emerald Pointe Property Owners Association, Inc. a Florida Corporation, who executed the  
Foregoing instrument and \_\_\_\_\_**

\_\_\_\_\_  
**Notary Public**

History: (\*3-08) Annual Meeting March 3, 2008; (\*3-10) Annual Meeting March 1, 2010; (\*3-11) Annual Meeting March 7, 2011



# **EMERALD POINTE RV RESORT**

## **RULES & REGULATIONS**

### **Rules & Governing Documents Committee**

#### **Mission Statement**

**The Rules & Governing Documents Committee will provide a concise and pertinent set of Rules and Regulations to all Emerald Pointe property owners, tenants and committees. These regulations should sustain the beauty, character and rule compliance that enhances property values, making Emerald Pointe Florida's premier RV and Retirement Community. (11.11)**

#### **Primary Article of our Rules and Regulations**

**Witnessed: page one and article V, ((b)). (02.12) Cottage homes are exempt from maintaining an RV on premises to reside in, per CC&R article 1.16.**

**The developer created Emerald Pointe RV Resort for recreational vehicles (RV's). To maintain this classification all occupied lots must have an RV on premises to reside in, unless said RV is out for maintenance and /or service for a maximum of thirty (30) days. Upon departure of your RV from the park for maintenance/service, notification of the effective date of departure will be given to any Board of Director. If further maintenance/service is required after thirty (30) days, the Board of Directors must be notified in writing. Any extension of this time will be at the sole discretion of the Board of Directors as long as that decision does not conflict with the intent of Emerald Pointe's CC&R's. Departure and extension forms must be used and will be available online or at the office. (03.12) (11.13) (02.14)**

**Emerald Pointe Property Owners Association Rules  
and Regulations  
(As Amended February 20, 2017)**

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XIX. Rules & Regulations (Short Form) <sup>(2.12)</sup>	Reference By-Laws Article VII

**I. LOT IMPROVEMENT -CONSTRUCTION/LANDSCAPING** (See CC&Rs Article V, 5.01 (h)  
(All requests and denials are all at the sole discretion of the Board of Directors)

1. Any parcel owner requesting any construction, landscaping, etc. not described by current EPPOA Governing Documents (the CC&Rs and the Rules and Regulations) must petition said changes to the EPPOA Board of Directors (BOD) along with the signatures of 20 percent of the total voting interest (61 signatures), giving reasonable justification for requesting the change or an exception. This petition is required for the BOD to place the petition on the agenda at their next Board Meeting for discussion and consideration as to whether to make a change or exception to our current Governing Documents, as it applies to any structure, landscaping, concrete, and sheds.

2. Parcel owners requesting construction, installation, or modifications on any lot must submit the request on a Lot Improvement Form and a Layout Form only. (except for restoration repairs (03.10)). Any request not submitted on these forms will be returned to the applicant without action.

- a. All requests must comply with current required permits from the City of Zephyrhills, PASCO County, or State of Florida current building codes, as it applies to structures with roofs, walls, windows, doors, electrical wiring and plumbing. Upon completion of construction, a copy of the Zephyrhills final inspection report must be returned, by the property owner, to the Emerald Pointe Lot Improvement Committee for office filing. (11-11)
- b. All requests must have a detailed drawing/sketch, indicating: setbacks, width, length, and height of the structure.
- c. All requests must have full written description, including: color of siding, trim, shutters, doors and windows. (01-15)
- d. Approved siding colors for all structures are Kay Can Timberlake series: white, linen white, sandalwood, prestige beige, terra verde, ivory, slate gray, flagstone, rosette, azure blue, teal, yellow, or a comparable color from a different manufacturer.
- e. All requests for painting or repainting of driveways with design and color must be submitted for approval. (01-15)
- f. All requests for pavers with color and layout must be submitted for approval. (01-15)
- g. Any changes made on a previously approved project must be resubmitted before beginning the changes. (01-15)

3. All requests must be reviewed and recommended for approval or denial by the Lot Improvement Committee. Approval/denial is required by three (3) members of the EPPOA BOD, one of whom should be the Board liaison for the Lot Improvement Committee, if available (12.11). These approvals must be completed prior to applying for and obtaining a building permit or variance from the City of Zephyrhills. The permit is valid for one (1) year from date of the BOD approval.

4. The permits from EPPOA and the City must be posted on the lot and visible from the street.

5. Once concrete containing PVC extensions is in place, the lot owner has twelve (12) months to complete construction. If construction is not completed within this period or in progress, the plumbing stub-ups must be cut off level with the concrete slab and pipes capped.

6. The fine is one hundred dollars (\$100.00) plus \$100.00 per day for each day up to a maximum of \$1,000.00 for projects started without first obtaining an approved lot improvement Document and EPPOA Permit. Any project started without proper permits, or changes implemented without pre-approval must be removed and replaced to original condition if requested by the EPPOA Board of Directors, in its sole discretion. (01.14) (01-15)

## **II. SETBACKS** (CC&R article II 2.05) (02.14)

1. Setbacks on all lots must be a minimum of five (5) feet on both sides of the lot and five (5) feet from the rear of the lot, except for lots bordering the preserves, which must have a ten (10) foot setback from the preserve or wetlands. Lots on the corner of two streets must have a ten (10) foot setback on the street sides of the lot.

2. All structure (RV Ports, Lanais, Park Models, and Cottages) setbacks are twenty (20) feet from the curb side of the Lot.

3. All lots must have access to two (2) water lines, city and well water. (The one for outside use, must be connected to well water, and used for irrigation, washing vehicles, parking pad, and structures). The in-ground utilities, such as electric, phone, satellite dish, water pipes, and sewer hook-ups, must be installed adjacent to the concrete pad.

4. A minimum space of five (5) feet must be maintained between plants, unless the five (5) feet contains stones, mulch, pavers, or stepping stones, to allow clearance for lawn mowing equipment.

5. If the setback area is covered with anything such as [stone, bricks, mulch, concrete etc.] and if there is any problem that requires removal, it is at the owner's expense.

6. The Set Back area cannot be covered with permanent covering such as cement/concrete, asphalt, or any other impervious material, except pavers, patio blocks, and footings.

## **III. RESORT HOMES (COTTAGES)** (See definition CC&Rs Article I, 1.16)

1. Prior to obtaining a building permit from the City of Zephyrhills, a written request must be submitted on a Lot Improvement Request Form and Layout Form indicating placement on lot, elevation views, and utility connections for review by the Lot Improvement Committee and approval of the Board.

2. "Resort Homes" shall be a site built single family home built on a lot designated as "Resort Home". There are only eight (8) lots so designated located on the east side of the park. The structures shall:

**a.** Not be less than 2000 square feet or more than 2600 square feet of floor space under one roof, which has an area on a concrete pad to house a class A motor home or private coach limited to forty-five (45) feet in length which may be hooked up to utilities.

**b.** All "Resort Homes" must conform to the same exterior design, including windows, doors, and roof overhand as existing "Resort Homes." Air conditioning may be placed in the five (5)

feet setback on concrete or commercially manufactured base.

#### **IV. PARK MODELS** (See definition CC&Rs Article I, 1.13)

1. Prior to obtaining a building permit from the City of Zephyrhills, all requests must be submitted on a Lot Improvement Request Form and Layout Form, indicating placement on lot, setbacks, skirting material, and utility placement for review by the Lot Improvement Committee and approval of the Board.
2. Maximum square feet for a Park Model is 504 square feet.
3. All Park Models must meet the HUD requirements and may not exceed ten (10) years of age when brought into the resort. All Park Models must be reviewed by the Lot Improvement Committee and approved by the Board before being purchased.
4. All Park Models and the additions must be skirted at the time of installation. All material for skirting must be reviewed by the Lot Improvement Committee and approved by the board.
5. All existing sheds or lanais must be incorporated under the roof of the addition or carport or removed from the lot.
6. All incorporated sheds, lanais, or additions must be sided with the same color and style siding as the Park Model.

#### **V. RV/MOTORPORTS** (See Definition CC&Rs Article I., 1.17)

1. RV Ports are allowed on perimeter lots or lots bordering on the preserve/wetlands only.
2. Prior to obtaining a building permit from the City of Zephyrhills, all requests must be submitted on a Lot Improvement Form and Layout Form, with drawings showing details of the structure including: height, width, length and setbacks, for review by the Lot Improvement Committee and approval by the Board.
3. The maximum size for an RV Port is twelve (12) feet wide, thirty-two (32) feet long and may include a ten (10) foot long screen room for maximum length of forty-two (42) feet. The overall roof width is not to exceed twenty-six (26) feet plus a minimum one (1) foot and not more than two (2) feet overhang on sides and back. The front overhang to be determined by the City code and design. Exceptions for irregular shaped lots on the shape of the building can be made, provided the square footage remains within the guidelines. Maximum square feet for a Port shall not exceed 602 sq. ft. of enclosed ground floor space which includes the incorporated storage room behind the RV, or 504 sq. ft. if no storage room is attached.
4. The overall height of an RV Port shall not exceed seventeen (17) feet from the raised concrete slab.

#### **VI. LANAIS** (See Definition below) (CC&R article V 5.01 (F)) (02.14)

“Lanai” shall mean a particular enclosed structure, site built and anchored on a raised concrete slab, consisting of no more than 504 square feet (12’X42’) and all subject to applicable setback

requirements and Board approval. (\*10)

1. Prior to obtaining a building permit from the City of Zephyrhills, written request must be submitted on the Lot Improvement Form and Layout Form with detailed drawings indicating height, width, and length of structure, including setbacks, for review by the Lot Improvement Committee and approval by the Board.
2. Lanais are permitted in all phases of the park. Lanais east of the center line of Aquamarine shall conform to roof lines of lanais in Phase V and VI (slanted roofline). Lanais west of the center line of Aquamarine to Malachite shall have a gabled roof, corresponding with Park Model and shed roofs, with height not to exceed twelve (12) feet at the peak and side walls not to exceed ten (10) feet from the raised portion of the concrete slab.
3. All lanais must be constructed on a raised concrete slab. For lanais East of the center line of Aquamarine the maximum height is one hundred fourteen inches (9'6") on low side wall and one hundred twenty-six inches (10'6") on the high side wall, from the concrete slab it sets on.
4. The maximum size for a lanai is twelve (12) feet in width, thirty-two (32) feet in length with an optional ten (10) foot Florida/Sun room addition, for a maximum length of forty-two (42) feet plus one (1) foot roof overhang on the width and length. (Exceptions made for irregular shaped lots.)
5. Maximum square footage for lanais (including the screen room) shall be 504 square feet. No structure shall be constructed behind the motor home or coach.

#### **VII. PORTABLE SCREEN ROOMS** (See CC&Rs Article V, 5.01(g))

Travel trailers, 5th wheels, motor homes, and mini motor homes may have portable, temporary, removable screen rooms provided such shall be removed and stored when the unit is left unoccupied for greater than twenty-four (24) hours. Such enclosures must be securely anchored to the concrete slab.

#### **VIII. SHEDS** (See CC&Rs Article V 5.01 (f))

1. Prior to obtaining a building permit from the City of Zephyrhills, a written request must be submitted on a Lot Improvement Form and Layout Form with detailed drawings, including: height, width, and length, as well as setbacks, for review by the Lot Improvement Committee and approval by the Board.
2. Sheds must be placed on the left side of the lot facing the lot from the street. Sheds must be skirted and anchored at the time of installation.
3. The maximum size of the shed is one hundred forty-four (144) square feet, measured from the outside dimension of the building. Sheds must meet construction guidelines, including pressure treated skids, approved roof line, and colors. Shed must not exceed ten feet (10 ft.) in height at the apex of roof, measured from the concrete slab. Per Accessory Building & Structures of the City of Zephyrhills Building Department, "Any readymade, manufactured, prefab or custom built on sites must have plans, tie-down instructions, signed and sealed by a Florida registered engineer, certifying compliance with Florida Board Code Section 1606 concerning 110 mph wind load." Strapping must be on interior of building over the top of the rafter to ground anchor on each corner. (01.13)

4. No free-standing sheds are permitted with Park Models, RV Ports, Lanais, or Cottages (Resort Homes).

5. \*Replacement/Relocation of sheds must be approved/permited by the Lot Improvement Committee, EPPOA BOD and applicable permits from The City of Zephyrhills, prior to installation.

**IX. STORAGE** (See CC&Rs Article V., 5.01(c))

1. No utility trailers of any type, including car dollies, may be parked on any lot. All utility trailers must be parked at a location out of the park except for a maximum of forty-eight (48) hours for loading and unloading. Any member who is doing their own construction may park a construction trailer on the lot for thirty (30) days. All outside contractors must remove trailers at the end of each day unless the trailer is parked on the concrete pad.

2. Do not park or place anything on a lot not occupied or owned by you. No parking on grass anywhere within the park. All vehicles must be parked on the concrete slab inside the curb.

3. No items may be stored under or around any unit or structure which includes the RV, RV Port, Lanai, Cottage and Shed (Except water hose reels). Items may be stored under skirted fifth wheels, permanent skirted trailers, and Park Models.

4. There shall be no portable, inflatable garages for vehicles, motorcycles, scooters, mopeds, golf carts, and/or bicycles on any lot.

5. Portable storage cabinets are not allowed outside any Port, Shed, Lanai, Cottage or Park Model in Emerald Pointe. Those which are already installed will be grandfathered and cannot be replaced, provided they are maintained and attached to the concrete or stored inside when the lot is vacant. (There will be no more cabinets from this day forward). (02.11)

**X. RECREATIONAL VEHICLES** (See CC&Rs Article V, 5.01 (b))

1. Per recorded deeds lots in Phase V and VI are reserved for Motor Homes, classified as Class "A" as defined by the FMCA based in Cincinnati or a successor only.

2. All RVs must be modern, commercially manufactured, and presentable in looks and repair. All RVs are subject to approval of the Lot Improvement Committee and Board of Directors (CC&Rs, Article V, 5.01, (b))

3. All RVs must be backed onto the lot.

4. No recreational vehicle, including travel trailers, 5th wheels, or motor homes shall be placed on a lot containing a Park Model, except for loading or unloading for a maximum of forty-eight (48) hours.

5. All RVs must be parked fifteen (15) feet inside the curb side of the lot.

6. Before installing permanent skirting on any RV, a Lot Improvement Form specifying materials and color of the skirting must be submitted. RV's with permanent skirting must be properly anchored to the concrete per Zephyrhills regulations. (01-15)

## **XI. PETS** (See CC&Rs Article V, 5.01 (t))

1. Maximum of two (2) pets per lot permitted within the park. This includes members, visitors, and renters.
2. Dogs must not be of aggressive breeds, such as Akita, American Bulldogs, Beaucerons, Caucasian Mountain Dogs, Chows, Doberman Pinschers, German Shepherds, Great Danes, Pit Bulls, Rottweilers, Staffordshire Terriers, Wolf hybrids. Any mixed breed made up of one or more of the breeds listed above is also considered a prohibited breed of dog or any dog with a history of biting or attacking. No snakes, monkeys, or ferrets are allowed. (12-11) (01-15)
3. All pets must be kept on the owner's lot, except when the owner has the pet on a leash.
4. Leashes are not to exceed sixteen (16) feet in length, five (5) feet when walking your pet to and from dog walk.
5. All pets must be walked to the designated "DOG WALK" area near the \*curb of the road, \*facing traffic. Do not allow pets to urinate on plants, lawns and shrubs of other Lot Owners, undeveloped lots or Common Grounds not designated as "DOG WALKS".
6. All pet owners must pick up after their pets and dispose of these excretions in the trash ONLY, NOT TO BE THROWN INTO THE PRESERVES OR DRAIN SYSTEMS. Action will be taken against residents who are witnessed throwing these deposits into any other areas than the trash containers, which includes preserves and drain systems.
7. Pets are not allowed in or around any Park building or any recreational area at any time with the exception of a service dog. Pets are NOT to be tied to the club house.

## **XII. LOT /LAWN MAINTENANCE** (See CC&Rs Article V, 5.01 j, m, n) & 5.02)

1. All placing of landscaping, plantings and pavers (with requested colors), painting of concrete slabs (with requested colors), on any lot requires a Lot Improvement Form and Layout Form submitted to the Lot Improvement Committee for review and approved by the Board. (01-15)
2. Watering is limited to Pasco County well watering rules and regulations. The guidelines for Emerald Pointe Water Restrictions are covered in the Southwest Florida Water Management District (SWFWMD) pamphlet at website: [www.swfwmd.state.fl.us](http://www.swfwmd.state.fl.us). \*Well water, will be the \*only water that can be used for watering, washing vehicles and pressure washing. (Pasco County Guidelines are posted in the library and on the bulletin board and usually can be found on our website [www.emeraldpointervresort.com](http://www.emeraldpointervresort.com)).
3. A newly poured concrete pad may be watered down 2-3 times for two (2) days. Water is NOT to be left running on the concrete pad.
4. All Lot owners shall keep their structures and premises in good maintenance and repairs. Rain gutters shall be cleared and free of vegetation growth. Structures and concrete pads shall be cleaned.
5. All landscaping trees, shrubs, and flower gardens are to be maintained by each property owner.



Arrangements for the care of the lot while the owner is away from the park must be made by the lot owner.

6. Loose items such as: grills, furniture, decorative items, ladders, building materials and bicycles, etc. must be secured inside the shed, lanai, trailer, park model, etc. whenever the lot is not occupied for more than twenty-four (24) hours. No storage under the RV except skirted park models, skirted permanent travel trailers, and skirted 5th wheels.

7. After fourteen (14) days from the date of official notice of violations (e-mail or letter) to the lot owner if no acceptable response has been given by the lot owner the board will take action. The Board will hire someone to perform such maintenance and assess the lot owner for the cost thereof along with the Board assessing a \$100 fine. Such entry shall be deemed to be permitted and not be deemed a trespass. If the maintenance bill and the fine is not paid within 30 days, the lot owner will incur an additional fine of \$100 per week until the original maintenance bill and penalties are paid in full. All charges and assessments, if not paid, shall be secured by a lien on the lot. (01.13) (12.15)

### **XIII. CLOTHESLINES**

No permanent clotheslines shall be permitted on any lot. One umbrella type clothesline is allowed, which must be closed and covered when not in use, and removed and stored when the lot is vacated for more than twenty-four (24) hours.

### **XIV. SATELLITE, TV, INTERNET, AND RADIO ANTENNAS** (See CC&Rs Article V, 5.01 (I))

1. No outside satellite receptor dishes or devices, television/radio antennas, or any other type of electronic device, for the transmission/reception of electronic signals shall be allowed without prior approval of the Board of Directors, except those installed as part of an RV. Placement of such devices requires review by the Lot Improvement Committee.

2. Satellite dishes are to be placed on the building or close to the building so as to not interfere with mowing. No satellite dish may be placed on any common area or any lot other than the owner's lot.

### **XV. GENERAL RULES AND REGULATIONS** (See CC&Rs Article V, 5.01)

All residents are required to familiarize themselves with the Governing Documents (By-Laws, CC&Rs, and Rules and Regulations) of Emerald Pointe Property Owners Association. This is a Deed Restricted park/community and these rules and regulations are a part of the deeds covering every property owner in Emerald Pointe RV Resort. It is the purpose of these restrictions to enable Emerald Pointe RV Resort to establish a community in which the residents may enjoy the mutual advantages of a close community life.

1. The park entry gate will be open from 7:00 AM until 5:00 PM, year-round.

2. No solicitation will be permitted in the park by anyone, including residents. All signs including "For Sale" and "For Rent" are prohibited, per CC&Rs, Article V, 5.01 (v).

3. The speed limit throughout the park is 10 MPH.

4. Vehicles must park on the driveway behind the curb, and all recreational vehicles including motor

homes, 5th wheels, and travel trailers must be backed onto the lot. Do not drive or park on the grass. All RVs must be commercially manufactured, presentable in appearance and repair, and positioned on the lots concrete pad.

**5.** No maintenance, on motorized vehicles, may be performed on any lot or common area, except repairs such as changing a flat tire, changing or jumping a dead battery. No fluid exchanging, painting, or body work will be permitted on a lot. Any and all other repairs must be done in the designated area as approved by the Board of Directors at their sole discretion. Vehicles must be properly licensed and kept in operating condition.

**6.** Children are welcome in Emerald Pointe; however, the parents or guardian are responsible for the actions of their children while in the park. Children 15 years old and younger are not allowed in the Club House or recreational areas, including the swimming pool without an adult supervisor who is a resident, tenant or guest of Emerald Pointe. Children age 17 and younger are not allowed in the billiard room, shuffleboard courts or exercise room without an adult supervisor who is a resident, tenant or guest of Emerald Pointe. The lot owner, tenant or guest is responsible for any damage incurred. (01.12)

**7.** The Clubhouse parking lot is reserved for events and residents are not to park their vehicles there overnight unless pre-approved by a Director.

**8.** No commercial vehicles may be parked on any lot except vehicles used for construction and those making deliveries in the park. These vehicles may not be parked on any lot overnight.

**9.** Lot owners must notify the Board of Directors, on the Prospective Buyer Form, of any changes in lot ownership. Notice should specify the name, address, and whether the new owners are 55 years of age or older. Copies of EPPOA governing documents will be available in the office for a nominal fee or available on our web site [www.emeraldpointervresort.com](http://www.emeraldpointervresort.com).

**10 A.** All lot owners who rent their lot must notify the EPPOA office on the Notification of Rental Form. All information on the form, including pet information and whether the renters are 55 years of age or older, as required by HUD for 55 and older communities, must be completed. Forms are available on the website: [www.emeraldpointervresort.com](http://www.emeraldpointervresort.com), in the office and in the library. (01.14)

**10 B.** All lots that are rented must have a RV on the lot to reside in during the term of the lease. If on a rented lot, the RV must leave the park for any reason, the renter must have written Board approval to reside on the lot before the initial departure of the RV. (01-14)

**10 C.** Rented lots are for single families only. Owners cannot separately rent their lanais or ports while owners or renters are residing in the RV on the same lot. (01-14)

**11.** Only the EPPOA Yard Maintenance Contractor is allowed to trim in or around any preserve, wetland or drainage ditch, per the requirements established by the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT; Rules 40D-4.041(1)(a) and 40D-4.02(7) of the Florida Administrative Code and the EPPOA Board of Directors dated March 11, 2009.

**12.** There will be no dumping on the grounds of Emerald Pointe Property of any kind or by anyone without first receiving a permit signed and approved by The EPPOA Board of Directors, in its sole discretion.

13. No paths of any kind shall be allowed across any preserve, wetland or drainage ditch without written approval from The EPPOA Board of Directors, in its sole discretion.

14. Only the EPPOA Board of Directors are authorized to officially represent the Emerald Pointe RV Resort in any government or legal matters. Per Florida Statute 720.303(7).

15. All licensed vehicles, of Emerald Pointe residents must have an Emerald Pointe identification sticker affixed to the driver's side windshield or rear window, or at a location determined at the sole discretion of the EP Board of Directors. (01.12)

16. Any member of the Board of Directors may not spend over \$500.00 for non-budgeted items without Board approval. Any amount over \$500.00 must be pre-approved by a majority of the Board of Directors. The EPPOA Treasurer may not spend over \$1000.00 for non-budgeted items without Board approval. Any amount over \$1000.00 must be pre-approved by a majority of the Board of Directors. (02-12)

17. All residents (owners or renters) while residing on any lot with motor homes, mini motor homes, fifth wheels, travel trailers, park models and resort homes must have all utilities (water, sewer and electricity) turned on and fully functional. CC&R V 5.01 b (01.14)

18. Guests are welcome at Emerald Pointe RV Resort but are limited to stay not more than two weeks at any given time, unless an extension of time is approved by the Board of Directors. Guests are invitees of residents living on a single-family lot at Emerald Pointe RV Resort. Residents must fill out a guest form and submit the form to the office prior to the guests' arrival. All guests will be issued a guest badge to be worn at all functions of the resort. Forms will be found online, at the office or in the library. (Ref. CC&R article V 5.01 bb) (01.14)

## **XVI. ASSESSMENTS** (See CC&Rs Article IV, 4.01)

1. Each lot owner shall be deemed to covenant and agree to pay Association Common Assessment and any special assessment.

2. Common Assessments are to be paid quarterly (January 1, April 1, July 1, and October 1); semiannually (January 1 and July 1) or annually (January 1).

3. All assessments not received fifteen (15) days after the due date shall be charged a reasonable late fee as provided in the CC&Rs, Article IV, 4.01 and in the Florida State Statutes 720.3085 (3)(a).

4. The late fee charge shall be \$25.00 IAW Florida Statutes 720.3085 (3)(a).

## **XVII. OTHER VEHICLES** (CC&R article V 5.01 hh) (02.14)

1. Bicycles, scooters (100cc and smaller, electric or gas) have to abide by all vehicle state laws, (stop signs, speed limits, etc.), must not be parked or ridden on sidewalks around the clubhouse. Vehicles must be parked in designated areas only. Front and rear safety lights are required if ridden after sunset. A Driver's license is required to operate scooters.

2. Medical Assist Vehicles, (electric or manual wheel chairs, single user electric scooter, (i.e. Rascal and Hover Round, etc.) are permitted, anywhere or anytime, on the premises IAW ADA Regulations.

3. Golf carts (electric or gas) must abide by all vehicle state laws, (stop signs, speed limits, etc.), must not be parked or driven on the sidewalks around the clubhouse, must be parked only in designated vehicle parking spaces, must have operational head lights and tail lights if driven after sunset and must be used on roadways only, must have a valid vehicle driver's license or permit to operate a golf cart, and must have an Emerald Pointe "E" sticker affixed to the lower left side of the windshield or approximate area.

4. Motorcycle drivers must abide by all vehicle state laws, (stop signs, speed limits, etc.) must come and go from the park as quietly as possible.

**XVIII. DISPUTE RESOLUTION:** (03.10) (EPPOA By-Laws, Article X and FL Statutes 720.311).

1. The EPPOA BOD and governing committees will follow the guidelines set forth in Article X, "Dispute Resolutions", of the EPPOA By-Laws, pertaining to resolving disputes and violations.
2. Before engaging an attorney, whereby legal fees/expenses could exceed Five Hundred Dollars (\$500.00), to settle any issue/dispute, it would require a majority vote of the EPPOA BOD to pursue or continue the services of an attorney to resolve an issue or dispute. (Reference EPPOA By-Laws VI, Section 4, "Action without a Meeting")
3. Authorizes EPPOA to fine any violation or breach as governed by this Association's governing documents of the community and the rules of the Association. Violators can be fined, not to exceed \$100.00 per violation, against any property owner, guest, or contracted service provider, after a 14-day notice. A fine may be levied on the basis of each day of a continued violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. Reference FL Statutes 720.305 (2) & (a).
4. Violators shall have the right to request a hearing before a committee appointed by the board. The Hearing Committee Panel will evaluate the evidence as it relates to the governing documents, and make a recommendation to the BOD to enforce any fine, adjust the fine, waive any levied fine, or temporarily suspend the fine, pending corrective action. Reference FL Statutes 720.311.

\*Annex A. (EPPOA Rules and Regulations, Article XVIII, Dispute Resolution)

## ENFORCEMENT OF EPPOA GOVERNING DOCUMENTS

### SECTION A: ENFORCEMENT PROCEDURE:

Enforcement Officers: EPPOA Board of Directors

#### Incident Report:

- a. Any Enforcement Officer or resident who witnesses a violation of a regulation by any resident or renter may complete an Incident Report.
- b. The Incident Report is turned into the EPPOA office where the complaint is documented, including witnesses' statements and other corroborating evidence. The Incident Report will be given to the appropriate BOD for action.

- c. In the situation where one resident files an Incident Report against another resident, there must be a corroborating statement by another witness to the incident.

Investigations:

- a. Citation Notices issued by the EPPOA will specify the regulation violated and shall clearly state the offense.
- b. Recipients of Citation Notices have fourteen (14) calendar days to correct the violation, pay the fine or file an appeal with the EPPOA Hearing Committee.
- c. Copies of the Citation Notice and supporting documentation shall be filed in the business office.

**SECTION B: EXPLANATION OF PENALTIES:**

Florida statutes authorize EPPOA to fine an owner for violation or breach as outlined by this Association's governing documents of the community and the rules of the Association. Violators can be fined, not to exceed \$100.00 per violation, against any property owner, guest, or contracted service provider after a 14-day notice, as applicable, depending on the violation. A fine may be levied on the basis of each day of a continued violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. For the Emerald Pointe RV Resort, any fine levied by the Board of Directors will be \$100 per violation and \$100 for each day of continuing violation at the discretion of the Board, not to exceed \$1000 in the aggregate. A lien can be placed against the owner's lot when a \$1000 fine remains unpaid to the EPPOA (Reference FL Statutes 720.305 (2) & (a))

History:

- (\*02-17 Approved at February 20, 2017 BOD Meeting)
- (\*12-15 Approved at December 5, 2015 BOD Meeting)
- (\*01-15 Approved at January 24, 2015 BOD Meeting)
- (\*02-14 Approved at February 15, 2014 BOD Meeting)
- (\*01-13 Approved at January 19, 2013 BOD Meeting)
- (\*03-12 Approved at March 17, 2012 BOD Meeting)
- (\*02-12 Approved at February 18, 2012 BOD Meeting)
- (\*01-12 Approved at January 21, 2012 BOD Meeting)
- (\*12-11 Approved at December 3, 2011 BOD Meeting)
- (\*11-11 Approved at November 19, 2011 BOD Meeting)
- (\*02-11 Approved at February 19, 2011 BOD Meeting)
- (\*12-10 Approved at December 30, 2010 BOD Meeting)
- (\*03-10 Approved at March 20, 2010 BOD Meeting)
- (\*02-10 Approved at February 20, 2010 BOD Meeting)

Abbreviations and definitions used in the EPPOA Governing Documents:

ADA = American Disabilities Act.  
BOD = EPPOA Board of Directors  
CC&Rs = Declaration of Covenants, Conditions, and Restrictions For the Emerald Pointe Property Owner's Association IAW = In Accordance With  
POA = Property Owners Association

**EMERALD POINTE PROPERTY OWNERS' ASSOCIATION  
RULES AND REGULATIONS, SHORT VERSION\*\* (02-12)**

- Activities** See monthly EP Calendar and Bulletin Board. Signup sheets are in the Library.
- Children** Children are welcome in Emerald Pointe; however, the parents or guardian are responsible for the actions of their children while in the park. Children 15 years old and younger are not allowed in the Club House or recreational areas, including the swimming pool without an adult supervisor who is a resident, tenant or guest of Emerald Pointe. Children age 17 and younger are not allowed in the billiard room, shuffleboard courts or exercise room without an adult supervisor who is a resident, tenant or guest of Emerald Pointe. The lot owner, tenant or guest is responsible for any damage incurred. (1-12)
- Internet** There are free internet connections and wireless (WI-FI) located in the library.
- Laundry** Open 24 hours daily. Please keep the Laundry Room neat and clean. Remove lint from dryers and when leaving TURN OFF LIGHTS.
- Lot Use** Vehicles must park on the driveway. No vehicle maintenance is permitted. Umbrella clothes lines only. They must be removed and stored or covered when not in use. NO item may be stored under a unit (including tow dollies). Tow dollies, boats and trailers must be stored outside of the park. Do not place items on grass, i.e., satellite dish, pet anchors, etc. When washing your vehicle, you must comply with PASCO CO. water restrictions which are posted on the Bulletin Board. Please use only WELL WATER (Red Tape) for outside use. DO NOT USE CITY WATER (Blue Tape) for any outside use.
- Official Season** October 15<sup>th</sup> through April 15<sup>th</sup>. Office is normally open 10:00 a.m. to 2:00 p.m.
- Park Entry Gate** **Open normally between the hours of 7:00 a.m. to 5:00 p.m. all year.**
- Pets** Dogs must not be of aggressive breeds, such as Akita, American, Bulldogs, Beaucerons, Caucasian Mountain Dogs, Chows, Doberman Pinschers, German Shepherds, Great Danes, Pit Bulls, Rottweilers, Staffordshire Terriers, Wolf hybrids. Any mixed breed made up of one or more of the breeds listed above is also considered a prohibited breed of dog or any dog with a history of biting or attacking. NO snakes, monkeys, or ferrets are allowed. (12-11) (01-15)
- Pets must be on a leash at all times. Use Pet Walks only. Clean up after your pet and place in trash containers. Please control "barking" so as NOT to disturb your neighbor. Do not take pets into ANY building or tie your pet outside of a building. There is a limit of two (2) pets per unit/lot.
- Pool and Spa** Open as stated on the sign located on the entry gate. Please shower before entering the water and use only "Non-Oil Based Lotions ". Children under age 15 must be supervised at all times.
- Quiet Hours** 10:00 p.m. - 8:00 a.m. (Strictly Enforced)
- Speed & Parking** 10 MPH throughout the park. Do not Drive/Park on the grass.

\*\* Please refer to the EPPOA Governing Documents available in EPPOA office.

***WE HAVE WILD LIFE IN THE PARK. DO NOT FEED ANY SANDHILL CRANES OR ALLIGATORS!***

THE EMERALD POINTE PROPERTY OWNER'S ASSOCIATION, INC. BOARD OF DIRECTORS:

Changes to Rules and Regulations were adopted this day: February 20, 2017.

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Rich Grega - President

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Homer Rose - Vice President

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Gerald Aikens– Director

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Chuck Armstrong - Director

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Dick Jirousek - Director