



# **BY-LAWS OF OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

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Amended as noted in affected section (see amendment for details)

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# **BY-LAWS OF OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

## **ARTICLE I: Name and Location**

The name of the corporation is OAKS ROYAL PHASE I HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The office of the Association shall be located at 36312 Impala Way, Zephyrhills, Pasco County, State of Florida.

## **ARTICLE II: Purpose**

The primary function of these By-Laws is to foster pride of ownership and to reaffirm the Association's continued intent to adhere to the requirements under FHAct's Senior Housing Exemption under Homes for Older Persons Act (HOPA), (see Pasco County Registry of Deeds O.R. II Book 1774, Page 0760).

## **ARTICLE II: Definitions**

Section 1. Association shall mean the community of OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. Properties shall mean the real property described in the Declaration regarding the Association.

Section 3. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. Lot shall mean any plot of land shown upon any recorded subdivision map of the properties except the common area, together with all improvements on it.

Section 5. Owner shall mean the owner of record (see Declaration Article I, Section 2).



Section 6. Developer shall mean Construction Services of West Florida, Inc., a Florida Corporation, and such of its successors, assigns, and grantees as shall acquire more than one undeveloped lot from Construction Services of West Florida, Inc. for the purpose of development. (Declaration, Article I, Section 6).

Section 7. Declaration shall mean the Declaration of Easements, Covenants, Conditions, and Restrictions regarding the Oaks Royal Phase I Homeowners Association, Inc., applicable to the properties recorded in the Public Records of Pasco County, Florida, and all amendments thereto now or hereafter recorded in said records.

Section 8. Member shall mean every lot owner. Every lot owner shall be a Member of the Association.

#### **ARTICLE IV: Membership and Voting Rights**

Section 1. All Members shall be lot owners and shall be entitled to one vote for each lot owned, even though more than one person holds an interest. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association.

Section 2. An owner of more than one lot shall be entitled to one Membership for each lot owned by him. Membership in the Association may not be transferred, except in connection with the transfer of title to a lot. However, the owner may assign voting rights to his buyer under contract, provided the sale is scheduled to occur no more than five (5) calendar days following the date the vote is taken.



## **ARTICLE V: Meetings of Members**

### **Section 1. Meeting Conduct.**

At all Association meetings, Robert's Rules of Order shall be used as a guideline.

### **Section 2. Annual Meetings.**

- a. The Annual Meeting of the Members shall be held at Oaks Royal III Clubhouse on the first Monday in January; when the first Monday falls on a holiday, the meeting shall be rescheduled to the following Monday.
- b. A written notice of this Annual Meeting shall be sent to each Member at least thirty (30) days in advance of the meeting.
- c. One-third (1/3) of the Directors shall be elected to the Board by secret ballot of the Members (Articles, Article VI, Page 7).
- d. The annual budget and other reports shall be presented.
- e. New Nomination Committee is formed.
- f. Any other business that may properly come before an Annual Meeting shall be considered.

### **Section 3. Regular Meetings.**

Each regular meeting of the Members shall be held on the first Monday of each month, except that when the first Monday falls on a holiday, the meeting shall be rescheduled to the following Monday. May through October the meetings shall be suspended due to a lack of Directors and Members.



#### **Section 4. Special Meetings.**

Special Meetings of the Members may be called at any time in order to address a specific issue only by the President, the Board of Directors, or upon written request by one half (50%) or 74 of the Members who are eligible to vote.

#### **Section 5. Thirty to Sixty-Day Notice of Assessments.**

Notice of any meeting called for the purpose of taking any action authorized under Section 3. or 4. of Article of the Declarations shall be given to all Members not less than thirty (30) days or not more than sixty (60) days in advance of such meeting by email or by regular mail, postage prepaid, and addressed to each member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice.

#### **Section 6. Quorum.**

The presence in person at the meeting of Members entitled to cast twenty percent (20%) of the votes of the Members of the Association or 29 of the Members who are eligible to vote shall constitute a quorum for any action except as otherwise provided in the Declaration of Easements, Articles of Incorporation 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 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.

#### **Section 7. Proxies**

No proxies shall be allowed at any meeting.





## **Section 8. Notices to the Membership.**

For the purpose of determining which Members have voting rights and are entitled to notice of meetings, Membership shall be as shown on the books of the Association thirty (30) days prior to the date of a meeting.

## **Section 9. Ballots for Annual Election of Officers.**

- a. Ballots shall be issued at the election meeting, or a Member who is unable to attend may request an absentee ballot from the Secretary.
- b. Each Member approved to vote shall sign a register in order to receive the official ballot form.
- c. The Secretary shall hold the ballots for seven (7) days after the election before destroying them.

## **ARTICLE VI: Board of Directors: Selection, Term of Office**

### **Section 1. Board of Directors.**

At each annual election the Directors elected shall be chosen for a full term of three (3) years to succeed the ones whose terms expire. The Directors shall manage the affairs of this Association and shall be nine (9) in number and each shall be a Member of the Association.

### **Section 2. Enumeration of Officers.**

The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by Resolution create. (Articles of Incorporation, Article VII, Section 1., Page 7).



### **Section 3. 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 4. Special Appointments.**

The Board may appoint such other Officers, Directors and Chairpersons 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.

### **Section 5. Resignation and Removal.**

Any Director may be removed from the Board for cause by a majority vote of the Members of the Association (Articles of Incorporation, Article VII, Section 5., Page 9). Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary.

### **Section 6. Vacancies.**

A vacancy in any office caused by death, resignation, or removal of a Director, shall be filled by appointment by the remaining members of the Board, even if less than a quorum. The new appointee shall serve the unexpired term of his predecessor having the same rights, obligations and duties as if he were elected, until such time as he dies, resigns, or is removed, or otherwise disqualified to serve. The new appointee must be a lot owner.



### **Section 7. Compensation.**

No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

### **Section 8. Multiple Offices.**

No person shall simultaneously hold more than one Office, except:

- a. The positions of Secretary and Treasurer may be combined.
- b. Special offices, pursuant to Section 4. of this Article, may be combined with any other office.

## **ARTICLE VI: Nomination and Election of Directors**

### **Section 1. Nomination.**

- a. Nominations for election to the Board of Directors shall be made by a Nominating Committee.
- b. Nominations may also be made from the floor at the Annual Meeting.
- c. Only Members may be nominated.
- d. The Nominating Committee shall make a minimum of three nominations for election to the Board.
- e. Except for nominations from the floor and write-in nominations, the Nominating Committee shall close the nominations no later than the close of business thirty (30) days prior to the date of the election.



## **Section 2. Election.**

- a. Election to the Board of Directors shall be made by secret ballot at the Annual Meeting in January.
- b. Each Member shall be given one ballot and one vote per membership.
- c. The persons receiving the largest number of votes shall be elected.
- d. If there are only three nominees, a motion may be made to forego the written ballot and to accept the three nominees as elected to the Board of Directors.
- e. Cumulative voting (multiple votes by 1 Member for 1 candidate) is not permitted.

## **ARTICLE VII: Meetings of Directors**

### **Section 1. Regular Meetings.**

Regular meetings of the Board of Directors shall be published and held monthly from November through April at such place and hour, as may be fixed from time to time by resolution of the Board.

### **Section 2. Special Meetings.**

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors after not less than three (3) days notice to each Director. Such notice may be waived in writing at any time before, at, or after the meeting.

### **Section 3. Executive Sessions.**

Executive Sessions of the Board of Directors shall be held when called by the President of the Association, or by any two Directors to discuss legal strategy or other such proprietary matters. Meetings are closed and contents are confidential and



minutes are not taken; however, informal notes may be taken by individual Board Members.

#### **Section 4. Quorum.**

A majority of the number of Directors shall constitute a Quorum for the transaction of business. Every 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 an act of the Board.

#### **Section 5. Informal Action.**

Any action of the Board of Directors, which is required or permitted to be taken at a meeting and signed by all Members of the Board, is filed in the minutes of the proceedings of the Board prior to the taking of such action. Members of the Board of Directors shall be deemed present at a meeting of such Board if a conference telephone or electronic communication system is used.

#### **Section 6. Conflict of Interest.**

No Officer or Director may participate in or vote upon any issues which render him/her in conflict; this shall include, but is not limited to, any and all issues which involve a Director's relatives or abutters to any lot he or his relatives own.

### **ARTICLE IX: Powers and Duties of the Board of Directors**

All issues (including waivers) affecting the Association shall be addressed by a quorum of the Board of Directors.



## **Section 1. Powers**

The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the common area and facilities, the appearance of the private residences, and the personal conduct of the Members and their guests thereon, as outlined in our Declaration, Articles, By-Laws and Standing Rules.
- b. Suspend the voting rights and right to use the recreation facilities of any Member during any period in which such Member shall be in default in the payment of any assessment or fines 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.
- 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. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- e. Enter into contracts:
  1. Workers' Compensation - Any contractor with four or more workers shall provide an insurance certificate prior to commencing any work for the Association.
  2. Any contractor hired shall show proof of a current license, disability insurance and must be bonded.



3. Any projects that do not meet the original specifications shall be stopped and a special meeting of the Board and Membership shall be called in order to discuss the differences between the job as contracted and the suggested changes.
4. All contracts shall contain a limitation stating as follows:  

"All work shall be done in a good and workman-like fashion to the satisfaction of the Board of Directors."
- f. Provide financial management:
  1. Expenditures:
    - a) Pursuant to an amplification of the Declaration, any unbudgeted expenditure shall require an attempt to procure three (3) bids and when labor and materials exceed \$500, a vote of the Membership shall be required.
    - b) Any non-maintenance/non-repair expense over \$1,000 shall require a secret ballot vote of the Membership.
    - c) Maintenance Expenses: Maintenance expenses of less than \$1,000 shall be allowed at the Board's discretion.
    - d) In the case of summer emergencies, expenditures to remedy the emergency situation shall be approved at a Special Meeting of the available Board Members, who may expend Association funds at their discretion.
  2. An amount of \$25,000 shall be maintained in Monetary Securities for use as an emergency fund.
  3. Association dues may be used only for capital improvements and expenses necessary to maintain and improve the common grounds and Clubhouse of Oaks Royal III. They may not be used to supplement social activities.



## **Section 2. Duties**

It shall be the duty of the Board of Directors to:

- a. Honor fiduciary responsibilities to the Association
- b. Cause a complete record to be kept of all its acts and corporate affairs and present a statement at the Annual Meeting of the Members, or at any Special Meeting, when such statement is requested in writing by fifty percent (50%) or 74 Members who are entitled to vote.
- c. Supervise all officers, agents and employees of this Association, and see that their duties are properly performed.
- d. As more fully provided in the Declaration, to:
  1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (January 1 through December 31).
  2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.
  3. Enforce collection of all assessments owed the Association which are not paid within thirty (30) days after the due date thereof.
- e. Issue, or cause an appropriate officer to issue, upon demand by any person, a letter setting forth whether or not any assessment has been paid. If a letter states an assessment has been paid, such letter shall be conclusive evidence of such payment.
- f. Procure and maintain adequate liability and hazard, or other required or desired insurance on property owned by the Association.





- g. Verify that contractors are licensed and bonded through the State of Florida and that they carry liability insurance.
  - h. Cause all persons or entities employed, authorized, or contracted to collect, disburse, and manage this Association's funds, including Officers and Directors of the Association, to be bonded with standard fidelity and errors and omissions coverage for the benefit of the Association, and the premiums for such bonds may, at the discretion of the Board, be paid from Association funds.
  - i. Cause the common areas to be maintained.
  - j. With the assistance of the Treasurer, cause an annual review of the Association's books to be made by a CPA at the end of the fiscal year. The CPA shall prepare the income tax and a compilation statement of income and expenses.
  - k. With the assistance of the Hospitality Director, cause the filing of a biennial survey report to satisfy the reporting requirements of the Florida Commission on Human Relations for 55+ parks.
1. Establish written guidelines for enforcing use restrictions and granting waivers.

#### **ARTICLE X:Committees**

The Board of Directors shall appoint a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.



## **ARTICLE XI: Assessments**

### **Section 1. Assessments.**

- a. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by continuing lien upon the property against which the assessment is made.
- b. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen (18) percent per annum or the highest rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment.
- c. No owner may waive or otherwise escape liability for the assessments provided for herein for non/use of the common area or abandonment of his lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

### **Section 2. Annual and Special Assessments.**

- a. Both annual and special assessments may be collected on a monthly basis at the discretion of the Board of Directors of the Association, who shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (Declaration Article V, Section 6.) The Board shall make every effort to create a budget each year that accounts for all general maintenance, contractual, legal and other fiduciary responsibilities of the Association to maintain



the integrity, safety, and appearance of all Association common grounds, facilities and equipment. The Board will allow for future maintenance needs in budgeting to reduce the need for special assessments or extraordinary budget increases to the best of its ability.

- b. The annual assessment period is January 1 through December 31.
- c. The Board shall notify the Association Members in writing of the annual assessment no later than 30 days prior to the annual assessment period.
- d. In addition to the monthly installments allowed on assessments in the Declaration (Article V, Section 6.) The Board has also authorized collection in semi-annual, and quarterly installments at the choice of the homeowner.

### **Section 3. Non-Payment of Special Assessment.**

Penalties are levied against Association Members who do not comply with annual or special assessments levied by the Board in the manner prescribed in the Declaration and Articles. Additional penalties approved by the Association or the Board are specified below:

- a. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen per cent (18%) per annum, or the highest rate of interest allowed by law (Declaration, Article V, Section 8).
- b. The penalty above does not apply to installments.
- c. If semi-annual, quarterly or monthly payments are selected, there shall be a surcharge.



- d. The Association will assess a fee equal to actual bank charges for each check that is returned by the bank for non-sufficient funds and the check must be replaced with a cashier's check or money order.
- e. The Board will take appropriate action to maintain the integrity, cleanliness and general appearance of the Association's common grounds and properties therein. If the Board must hire a professional contractor to provide a necessary service on a property that the homeowner can or will not address, the homeowner will be billed by the Association for the service plus an administrative fee, as determined by the Board for each occurrence.

## **ARTICLE XII: Senior Housing Exemption under Homes for Older Persons Act**

### **Section 1. 55+ Restriction Designation (Amended 2/8/22)**

Recorded Pasco County: 3/14/22 BK 10569 pgs 3381 - 3383

Oaks Royal III has been designated as a mobile home subdivision. The Oaks Royal III Declaration of Homeowners Association shall dictate those criteria to be enforced within the community in relation to the support and enforcement of this designation.

## **ARTICLE XIII: Exterior Construction Projects**

Section 1. All exterior construction projects, including, but not limited to, decks and poured concrete projects, require the approval of the Board of Directors.

Section 2. A project may commence only upon receipt of a building permit from the Pasco County Building Department.

Section 3. All original applications and plans shall be kept on file in the Association office.



Section 4. In order to obtain Association approval for a construction project, the Homeowner shall come before the Board of Directors with:

- a. Architectural drawings or schematics showing the construction objectives.
- b. An explanation as to how the design criteria conforms to the neighborhood design characteristics.

Section 5. All carports, Florida rooms, screen rooms, sheds and other buildings or rooms added must be as follows:

- a. Physically attached.
- b. Under the currently existing roof, or a new roof extension to the front or back of the house (as it faces the street), provided the project has been Board approved, meets County codes, setback requirements, and lot coverage requirements.

Section. 6. Satellite dishes and antennae will be permitted, but not in the front of the house.

#### **ARTICLE XIV: Notice to Potential Homeowners**

Section 1. To ensure that potential homeowners are aware of our deed restrictions, they must meet with the Hospitality Director prior to closing their sale with the title company.

Section 2. Association Meeting Minutes will be available for their review.



## **ARTICLE XV: Rules**

### **Section 1. Identification.**

- a. An approved ID tag has been designed to be worn during social and recreational activities. All Members and residents are required to purchase one upon assuming residency.
- b. Adult guests may use the recreational facilities without the host Member's presence, if the host's ID tag is worn.

### **Section 2. Clubhouse and Recreational Facilities.**

- a. Clubhouse Safety (fire): When the Clubhouse is occupied by 24 or more persons, all outside doors, including sliding patio doors, library door and bathroom corridor door, shall be unlocked and remain unlocked until all occupants leave.
- b. The Association will not be held liable for any accidents on the premises. Use of the pool, hot tub, Clubhouse and patio is at the user's risk. No lifeguards will be provided at any time.
- c. All residents must be responsible for the conduct of their guests and tenants with respect to compliance with the regulations of the Association.
- d. Nothing shall be removed from the Clubhouse.
- e. Scheduling of activities shall be the responsibility of the Social and Clubhouse Directors together.
- f. Special rules may be posted to control patio and adjacent areas.
- g. No obnoxious, destructive or offensive activities including, but not limited to, running, pushing, jumping, diving or horseplay shall be permitted by Members or guests (Dec. Article II, Section 7).



- h. Smoking is not permitted in the Clubhouse or within the fenced pool/patio area.
- i. The last person to leave the Clubhouse is responsible for securing it, locking the 3 doors and 3 sliders, re-setting thermostat to the posted temperatures, closing the vertical blinds, and turning off the lights.
- j. No animals are allowed in the Clubhouse, pool, whirlpool or patio area.
- k. Renters (not the owners of the house) have the right to use the facilities of the Association.

### **Section 3. Swimming Pool, Hot Tub, Patio and Shuffleboard.**

- a. All guests under the age of eighteen (18) must be under the direct supervision of the host owner, tenant or resident while within the limits of the pool enclosures.
- b. Children must be toilet trained. Diapers of any type (including "Swimmers" and rubber pants) are not allowed in the pool under any circumstances.
- c. All persons shall shower before entering pool or hot tub.
- d. Special rules for use of the pool, hot tub and shuffleboard courts are posted at the respective sites.
- e. Seventeen (17) people are allowed in the pool at one time.
- f. Three (3) individuals are allowed in the hot tub at one time for a maximum of fifteen (15) minutes at a time
- g. Plastic or metal containers may be used for food and drink in the patio area. Glass containers of any kind are not permitted. Persons must clean up after themselves.
- h. Waterproof lotions only (no oils) may be used prior to entering the pool or hot tub.
- i. Food and drinks are not allowed in the pool or hot tub.
- j. No toys (inflatable plastic, metal, etc.) other than the noodle are allowed in the pool area, except for life saving devices that are worn on the body.



k. Hours of Operation.

Clubhouse: Until 11 PM (unless a special event with permission)

Pool Hours: SUMMER (April 1 to Nov. 1) 9 AM to 10 PM EST

WINTER (Nov. 1 to April 1) 9 AM to dusk

Hot Tub Hours: SUMMER (April 1 to Nov. 1) 9 AM to 11 PM

WINTER (Nov. 1 to April 1) 9 AM to 10 PM

- l. If the pool is covered, it may be uncovered by one resident and one other adult, provided the temperature is 70 degrees or above according to the air thermometer located in the pool area.

**Section 4. Visiting Guests and Tenants (Amended 2/8/2022)**

Recorded Pasco County: 3/14/22 BK 10569 pgs 3381 - 3383

The Oaks Royal III Declaration of Homeowners Association shall dictate those criteria to be enforced within the community in relation the support and enforcement of this designation.

**Section 5. Parking**

(Declaration Article II, Section 14)

- a. Reserved parking spaces for handicapped Members are clearly marked in the Clubhouse parking lot. Handicapped Parking Permits must be clearly displayed.
- b. Resident and guest parking is limited to the Member's driveway or carport and not on the grass or sidewalk.
  1. In addition to the maximum of two (2) automobiles, all sport recreational vehicles shall be parked in the homeowner's driveway or carport, provided they do not obstruct the sidewalk.





2. Larger RV'S, campers, motor homes, boats, boat trailers, recreational vehicles, etc., may be parked in the homeowner's driveway only as long as the sidewalk is not obstructed, otherwise they may be parked in the overflow parking lot (across the street from the Clubhouse) for a period not to exceed one week. Persons may not reside in such vehicles while in residence or visiting Association Members.
3. Overflow parking during Association functions is permitted on Association common grounds by the shed.

#### **Section 6. Storage.**

No storage of any kind is permitted around the living units. (Declaration. Article II, Section 13).

#### **Section 7. Maintenance of Grounds.**

- a. The Board will take appropriate action to maintain the integrity, cleanliness and general appearance of the Association's common grounds and properties therein.
- b. If the Board must hire a professional contractor to provide a necessary service on a property that the homeowner can or will not address, the homeowner will be billed by the Association for the service plus an administrative fee for each occurrence.

#### **Section 8. Rentals and Landlord Responsibilities.**

- a. Because the Association's prime responsibility is to protect the interests of the residents, their lifestyles within the Park and the value of their investments in their homes, any homeowner may rent his home provided that:
  4. Subsidized housing shall not be permitted.



5. The homeowner shall inform his renter that he/she must meet with the Hospitality Director within three (3) days of commencing occupancy.
  6. Rental shall be for a term of not less than one (1) month.
  7. The homeowner shall not lease his unit as a commercial or speculative venture. The number of units owned by one Member shall be limited to two (2).
  8. The total number of tenancies within the park does not negatively affect the salability of homes in the Park, or the ability of owners to refinance mortgages or obtain hazard insurance.
  9. Homeowners shall not cause the Association to be in violation of any regulations affecting its 55+ community status.
- b. If it is determined by the Board of Directors that a tenant is a nuisance or danger to the community, the homeowner shall commence eviction and pay all costs for eviction proceedings against any such tenants within five (5) business days of receipt of any such notification from the Board of Directors.

### **Section 9. Pets.**

- a. The type of pets per household shall be limited to dogs, cats, fish or birds.
- b. The number of dogs or outdoor cats per household shall be limited to two (2); they must be housed indoors.
- c. All dogs over the age of four (4) months must be licensed and a copy of the license shall be given to the Association.
- d. Dogs may be exercised off the owners lot but **MUST** be on a leash and under strict control of the owner.



- e. For insurance/liability purposes, no Rottweilers, Pit Bulls, German Shepherds, or Dobermans shall be allowed to reside in the Park at any time. Such dogs, as guests, must be muzzled.
- f. Only those breeds (pure or mixed) whose mature weight is not expected to exceed twenty pounds (20 lbs) are allowed to reside in the Park.
- g. When walking a dog, all individuals must carry equipment to clean up after the dog. Any excrement produced shall be retrieved by the dog's owner in a manner to leave no visible residue.
- h. Pets are not allowed in the recreational areas.
- i. Potential homeowners having an elderly oversized dog may be exempted from the weight restrictions provided they agree that any replacement dog will conform to the Association's By-Laws.

### **Section 10. Complaints.**

(Declaration, Article VII, Section 1). Any formal complaint by a Member regarding another Member who may not be in compliance with the Declaration, Articles of Incorporation, By-Laws, and/or Standing Rules, must be made in writing, signed, and then presented to the Board of Directors.

## **ARTICLE XVI: Applicable County Ordinances**

### **Section 1. Noise Ordinance.**

Pursuant to Pasco County Ordinances, noises that exceed 55 decibels (BA) (measured at the nearest adjacent property line during the hours of 10:00 p.m. to 7:00 a.m. daily) shall not be allowed in the Park. Such noises include, but are not limited to,



motorcycles, trail bikes and all-terrain vehicles, radios, television sets, exterior loudspeakers. Refer violations to the County for enforcement.

## **Section 2. Yard, Patio & Garage Sales.**

- a. Each lot owner may have one (1) sale per year for two (2) consecutive days in accordance with Pasco County Ordinance, Section 102.37.
- b. Any questions, call Code Enforcement, Compliance Division: (813) 847-8171

## **Section 3. Street Parking.**

Pursuant to County Ordinance, the Sheriff enforces "No Parking" on the street. If you have questions, please contact the Sheriff's Department at (352) 521-5131.

## **ARTICLE XVII: Severability**

### **Section 1. Severability.**

If any provisions of these By-Laws shall be determined by any court having jurisdiction to be invalid, illegal or unenforceable, the remainder of the By-Laws shall not be affected thereby, but shall continue in full force and effect as though such invalid, illegal or unenforceable provision were not originally a part thereof.

## **ARTICLE XVI: Waivers**

### **Section 1. Waivers**

A waiver of any term(s) stated in any of the procedural documents of Oaks Royal III at any time shall not be deemed a waiver on any other occasion or of any other term.



## **ARTICLE XIX: By-Law Amendments**

### **Section 1. Process to Amend the By-Laws.**

- a. Any Member shall give a 14-day written notification to the Membership of a proposed By-Law change.
- b. Proposed By-Law change shall be presented at the next regular or special meeting of the Membership.
- c. Any change to the By-Laws shall require the assent of a majority of the quorum of Members present at any regular or special meeting of the Membership duly called and convened (Articles of Incorporation, Article XI, Page 10).

### **Section 2. By-Law Amendments.**

Accepted motions for By-Law additions, deletions or changes shall be recorded by the Secretary as Amendments until such time as they are recorded at the Pasco County Registry of Deeds and thereby made a part of the By-Laws of OR III. Amendments pertaining to the use of the common lots shall be enforceable when accepted; amendments pertaining to individual property rights shall be enforceable when recorded:

### **Section 3. These By-Laws supersede**

any and all previously documented By-Laws.

### **Section 4. Conflict Between Association Documents.**

In case of 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 (Declaration, Article III, Section 4).



## **ARTICLE XX: Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words: "OAKS ROYAL PHASE I HOMEOWNERS ASSOCIATION, INC.", "FLORIDA", and «CORPORATION NOT FOR PROFIT 1984", an impression of said seal appearing on the margin hereof. Said seal cannot be affixed to any rules unless voted upon by the Association.

## **ARTICLE XXI: Miscellaneous**

The fiscal year of the Association shall begin on the first day of January of every year, except the first fiscal year began on the date of incorporation.



IN WITNESS WHEREOF, we, being all of the Officers of OAKS ROYAL PHASE II HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 2nd day of April, 2012.

Barbara Borges, President

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Walter Barton, Vice-President

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Linda Hussy, Secretary

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Anne Champagne, Treasurer

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## **CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected Secretary of OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION INC., a Florida corporation, not for profit, and,

That the foregoing By-Laws constitute the revised By-Laws of said Association as duly adopted at a special meeting of the Association thereon, held on the 21st day of March, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2nd day of April, 2012.

Linda Hussey, Secretary