

# ***SOUTH HILL***

**MOBILE HOME PARK  
ASSOCIATION, INC.  
A non-profit organization**



**A 55 & Over—Deed Restricted Community**

**BY-LAWS,  
COVENANTS &  
RESTRICTIONS**

**34945 Happiness Way  
Zephyrhills, FL 33541**

**Effective 01/16/2014**

**2015**

**EXECUTIVE BOARD OF DIRECTORS**

President	Dell Anderson	783-3528
Vice President	Donna Frattasio	395-6493
Secretary	Sandy Ford	715-9832
Treasurer	Gail Gourre	355-4270
Trustee	Joe Musson	783-1739

**By-Laws**

ARTICLE I - NAME

Section 1

- The name of this organization shall be South Hill Mobile Home Park Association, Inc.

ARTICLE II - OBJECT

Section 1

- The Object of this Association shall be to promote the social recreational needs and the general well-being of the members.

ARTICLE III - MEMBERS

Section 1

- Membership is limited to the owners of lots in the Association. Each lot is entitled to one vote. No person shall be entitled to vote that is not current with their dues, fees and obligations to the Association.

Section 2

- Each member shall be responsible for their guests and their actions.

ARTICLE IV - OFFICERS

Section 1

- The membership shall elect a President, a Vice-President, Secretary, Treasurer and Trustee to serve a period of one (1) year, and each shall be elected annually. The President shall also appoint 2 to 4 Trustees and a Social Director and each appointee then being approved by the majority of the Board of Directors. If any of the aforementioned elected offices shall become vacated by reason of death, resignation, disqualification or otherwise, the remaining members of the Board by a majority vote may choose a successor or successors who shall hold office for the unexpired term of such vacancy.

Section 2

- The President, at the regular meeting of the Board of Directors in December, shall appoint a nominating Committee of three. It shall be the duty of this committee to nominate candidates for the offices to be filled, and report at the next general meeting. Additional nominations may be made from the floor and nominations shall be closed at this meeting.

Section 3

- The officers shall be elected by ballot, to serve for one year or until their successors are elected. Their term of office shall begin at the close of the annual meeting at which they were elected. In the event there is but one nominee for each office, the election may be by voice vote.

Section 4

- Proxies may be used at all general meetings and each proxy shall be designated for only one of the general meeting dates. Proxies are issued prior to the meeting date by the Secretary or another Board member who has been appointed by the majority of the Board. Proxies may be requested by a non-attending Member of the Association prior to a meeting and returned at the specified meeting date on the proxy by the appointee named on the proxy and of record at issuance. No more than three (3) proxies shall be issued to any Member of the Association for each designated meeting.

Section 5

- Decisions are made by majority of the voting members present and voting.

Section 6

- The elected office of Treasurer must always be a full time resident and owner of record to hold this position, and the elected office for President or Vice President must always be a full time resident and owner of record to hold this position. All other elected Officers may be part time.

ARTICLE V - MEETINGS

Section 1

- Regular meetings of the association shall be held on the 3rd Thursday of the month from December through February.

Section 2

- The regular meeting of the Association on the 3<sup>rd</sup> Thursday in January shall be known as the annual meeting and shall be for the election of officers, reports of officers and committees.

Section 3

- Special meetings may be called by the President or the Board of Directors or can be called upon the written request of 51% of the members. The membership shall be notified of Special meetings at least five (5) days in advance.

Section 4

- Fifty-one (51%) per cent of the members shall constitute a quorum.

## ARTICLE VI - EXECUTIVE BOARD

### Section 1

- The elected officers of the Association shall constitute the Board of Directors

### Section 2

- The Board of Directors shall manage the common grounds and association business.

### Section 3

- The Regular meeting of the Board of Directors shall be held monthly on the 1<sup>st</sup> Tuesday of the month at 3:30 P.M.

### Section 4

- A majority of the Board of Directors shall constitute a quorum

## ARTICLE VII - COMMITTEES

### Section 1

- All committees to be appointed by the President.

## ARTICLE VIII - PARLIAMENTARY AUTHORITY

### Section 1

- The rules contained in the current edition of Robert's Rules of Order newly revised edition shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of Order the Association may adopt.

## ARTICLE IX - AMENDMENT OF THE BY-LAWS

### Section 1

- The By-Laws of the Association may be amended at any regular meeting by a 57% vote of the members, provided that the amendment has been submitted in writing at the previous regular meeting.

Revised & Adopted By-Laws 01/16/2014

Amended Article -IV Section 1 Revised & Adopted 01/16/2014

Amended Article -IV Section 4 Revised & Adopted 01/16/2014

Amended Article - V Section 1 Revised & Adopted 01/16/2014

Above Amendments recorded in OR Book 8987 Page 1562 of the Public Records of Pasco County Florida on January 28, 2014//These By-Laws represent the By-Laws of South Hill Mobile Home Park Assoc., Inc., and any previous By-Laws are null and void.

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**Introduction**

**WHEREAS:** South Hill Mobile Home Park, Assoc., Inc., a Florida non-profit corporation, is the owner of the following described property situated in Pasco County, Florida and hereinafter referred to as "Subdivision":

South Hill Mobile Home Park, as per Plat thereof recorded in Plat Book 24, Pages 89 & 90 of the Public Records of Pasco County, Florida, being a re-plat of the following described real

property: The North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the South-east  $\frac{1}{4}$  of Section 18, Township 26 South, Range 21 East, reserving an easement for ingress and egress over and across the South 15.0 feet thereof. Also the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the South-east  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 26 South, Range 21 East Pasco County, Florida. Recorded in OR Book 1632 Page 1565

**And**

**WHEREAS:** the Subdivision is placing certain covenants and restrictions upon the use of said property and all lots and parcels for the mutual benefit and protection of the membership.

1. **USE OF UNITS** Each lot shall be used for single family mobile home residential purposes\* only and no trade or business of any kind may be carried on therein. Lease or rental of a lot or residence shall be construed as a violation of these C & R with the exception of rental for seasonal purpose only. An Owner may lease or rent their property for a season not to exceed (6) months in any year. A "Season" may not begin prior to November 1<sup>st</sup> and must end no later than April 30<sup>th</sup> of the following year. All Rules, By-Laws, Covenants and Restrictions that govern the residents of this park would also be applicable to any seasonal rental residences and the owner of the property would be held responsible as well. The intent of this park is to be for senior single family mobile home residential purposes only. Therefore, no person or persons may hold title or own any substantial interest in more than one (1) lot, parcel or resident in this subdivision. Multiple ownership of more than one (1) property will also be in violation of these covenants and restrictions. \*Single-family residence being defined as follows: "Owners of record of the lot/parcel (and their spouse/or cohabitating partner if such person is not of record).

**2.LOT GRADING** All construction shall be set sufficiently above street grade to provide proper drainage of the respective lots and parcels and no filling or grading shall be done "which will adversely affect the proper drainage of or cause excess drainage upon adjacent property". Protective slopes around all mobile homes shall be provided and maintained on every lot by the respective owners; side lot lines and swales shall be planned and maintained to prevent standing water. All proposed plans or grading of lots or parcels shall first be submitted to and approved by the Board of Directors.

**3. SET BACK REQUIREMENTS** For purposes of this paragraph, unless expressly provided for herein, all structures attached to, or appurtenant to, or forming a part of the single-family mobile home built or to be installed upon a lot or parcel shall be considered part of the "dwelling". All set backs, side yard and rear shall meet Pasco County requirements. "Lot" shall include parcels for the purpose of this paragraph. "Front Line" shall mean the lot line bordering on the street on which the lot is located. "Side" lot line shall mean the lot line intersecting the front lot line (except in the case of corner lots as mentioned above) and "Rear" lot lines. "Rear" lot line shall mean lot line opposite the "Front" lot line.

**4. TYPE OF DWELLING** All mobile homes and appurtenant structures constructed, altered, installed, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to-wit:

- (a) Only one single-family, single or double-wide mobile home shall be permitted on any lot or parcel;
- (b) Any structures which are accessory to the dwelling such as garages, carports, porches, service or utility rooms, and the like shall be attached upon canopy or carport to become as integral part of the mobile home structure and shall also conform with all restrictions hereof. No separate or detached structures of any type shall be permitted on any lot or parcel.
- (c) Except with the consent of the Board of Directors of South Hill Mobile Home Park Association, Inc., acting as the South Hill Architectural Committee, as provided immediately herein below, all mobile homes installed or constructed upon a lot or parcel shall be constructed of new and durable materials and of external design harmonious with other mobile homes on comparable locations, and such mobile homes shall be kept in good appearance and repair at all times by the owner of such lot or parcel. Used or previously owned mobile or modular homes shall not be placed in South Hill Mobile Home Park, without the prior visual inspection and written consent of the South Hill Architectural Committee, and the age of such home shall not exceed ten (10) years.

Further, the undersigned do hereby ratify, confirm and approve the vote of the membership of the South Hill Mobile Home Park Association, Inc., which occurred



on November 9, 1995, after due and proper notice, at which time the aforesaid Amendment to said Covenants and Restrictions was affirmatively approved.

(d) All areas of every lot not occupied by the mobile home and appurtenant structures or patios shall be duly landscaped in accordance with the plans approved by the Board of Directors. All front yard areas shall be grassed except for permitted dries. All driveways shall be constructed in any manner complying with uniform specifications of the Board of Directors. Any garden areas must be in the rear one-third (1/3) of the lot.

**5. RESIDENTS, GUESTS AND CHILDREN** Subdivision is a senior community for older persons age 55 and older. At least one Owner and/or resident must be age 55 or older. The sale or resale of any properties is governed by these criteria.

(a) **RESIDENTS:** Residents are responsible for the actions of their guests. Residents shall exert control and supervision as is reasonably necessary to secure compliance with all park rules and regulations. In the event of a serious or terminal illness, a resident who is ill may have up to two (2) adults, other than immediate family, reside with them as needed, to provide any necessary health care.

(b) **GUESTS:** No person under the age of eighteen (18) shall permanently reside in the park. Visiting guests under the age of eighteen (18) may stay overnight for periods not to exceed six weeks within any twelve (12) month period, (two weeks at a time). Adult Guests (non-family members) are permitted for a period of up to 8 weeks without violating the written covenant and restriction in #1 Use of Units pertaining to "single-family residence" and without obtaining written permission from the Board of Directors. However, exceptions can be made to allow additional time upon a written request to the Board from the owner of any lot/parcel stating the needed extension of time."

(c) **CHILDREN:** All children visiting a residence must be under the supervision of the resident they are visiting at all times while in this park. Children under the age of fourteen (14) must have the resident they are visiting with them, in order to use the clubhouse facilities or swimming pool. Diving into the swimming pool is strictly prohibited by all residents and their guests.

**6. TEMPORARY STRUCTURES** No temporary structures or out building of any type shall be permitted or maintained upon any lot or parcel except temporary structures or out buildings used in connection with the construction and installation of the mobile home and permitted by the Board of Directors.

**7. MAINTENANCE AND LANDSCAPING** Owners shall be responsible for the maintenance and appearance of their home lot and improvements in an appropriate and presentable manner. Any damage to an owner's home, lot or improvements, including but not limited to, ordinary wear and tear, shall be repaired to its original condition within forty-five (45) days from the date of the occurrence. No fences, walls, landscape hedges or other enclosures or dividers of any kind shall be constructed, permitted or maintained upon any lot or parcel.

**8. WATER AND SEWER, SANITARY FACILITIES** All dwellings constructed upon any lot or parcel in the park, shall be connected to the water and sewer system, owned and operated by Pasco County. No wells shall be permitted in the park.

**9. UNSIGHTLY OBJECTS— PARKING- VEHICLES**

(a) Unsightly objects. Any object that is deemed unsightly by the Board of Directors on the home owner's property and can be viewed from the street must be removed. Refuse and trash containers, oil or bottled gas tanks, water softening tanks and its equipment and other similar items must be located in the rear of the property. No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any lot or parcel. The lawn shall be kept mowed and cleared of debris. Unsightly landscaping shall be deemed to impair the value of the neighborhood. In the event the owner of any lot shall fail or refuse to keep the premises free of such weeds, underbrush or refuse, the Board of Directors shall determine the action to be taken.

No window A/C units are allowed.

(b) Parking is limited to two (2) cars, which must be kept in the home owner's driveway or carport. Guests may park on the street in front of the home in which they are visiting. Vehicles shall not remain on the street over-night. Visitor parking is permitted by the recreational hall with the permission of the Board of Directors. Parking in a neighbor's driveway is strictly prohibited without the consent from that neighbor.

(c) Vehicles; Major repairs are prohibited in the park. All recreational vehicles shall be parked either under the homeowner's carport and shielded from view from the side, or in the rear of the lot or parcel and shielded from view. No tractors or large trucks shall be parked overnight on any of the streets, roads, or lots within the park.

10. **ANIMALS** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or other streets, and the common area except that dogs, cats and other household pets may be kept on the lots subject to rules and regulations adopted by the Association provided that they are not kept, bred or maintained for any commercial purpose. **Only one (1) household pet is permitted per lot.** However, exceptions can be made by a resale of a home wherein the **Buyers receive consent from the Board of Directors at their scheduled Interview prior to the closing** to allow a maximum of two (2) pets per lot if the Buyer of said lot will agree **not to replace the pet upon that pet's death.** All pets must be on a leash when outside the owner's lot or parcel. All dog walkers must keep their pets off other homeowners' property unless consent by the homeowner has been given to the dog walker. Owners are responsible for removing their pet's waste in all areas of the community. It is mandated by our insurance carrier that all animals must be under 40 pounds and that certain breeds are restricted i.e., Boxers, Pit Bulls, German Shepherds, Dobermans, Rottweilers and Chows.

11. **SIGNS** No signs of any type shall be displayed to the public view on any lot or parcel except one sign containing name and lot number may be discreetly displayed. "For Sale" signs are permitted to be displayed on the front lawn of the lot by either a Real Estate company or by the owner of record. Only one such sign is permitted on any lot. All signs must at all times be neat and kept in good repair.

12. **NO TRADE OR BUSINESS** No mobile home shall be used to carry on any trade, business, or occupation profession within the mobile home. Likewise, no model mobile homes shall be permitted except for those allowed by the Board of Directors. Definition of the operation of a business shall be considered as a mobile home that has traffic to and from said mobile home other than residential guests coming and going to the mobile home whereby SHMHP would no longer be considered a residential park. A waiver of this Covenant and Restriction can be requested in writing by submission to the Board of Directors for its approval. The storing on a residential lot in SHMHP of any business equipment is strictly prohibited.

13. **NUISANCE** No activity shall be done or permitted upon any lot or parcel which may be or become an annoyance to the park. No unlawful use of any such lot or parcel may be made by or permitted by the owner thereof. Nothing shall be done on or kept in any lot or in the streets and common area, recreation facilities, public utilities systems, and the like, or any part thereof to increase the rate of insurance on the properties or any part thereof over what the Association, but for such activity would pay, without the prior written consent of the Board of Directors. Nothing shall be done on or kept in any lot or in the streets and common area, recreation facilities, public utility systems, and the like,

or any part thereof, which would damage same, interfere with the use or operation of same, or would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any Governmental body. No damage to or waste of the streets and common area, recreation facilities, public utility systems, and the like, or any part thereof shall be committed by any Owner or any Tenant, household member, or invitee of any Owner, and each Owner shall indemnify and hold the association and the other owners harmless against all losses resulting from any such damage or waste caused by him or his Tenants, household members, or invitees, to the Association or other owners. No noxious destructive or offensive activity shall be permitted on any lot or in the streets and common area, recreation facilities, public utility systems, and the like or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any other person at any time lawfully residing on the property.

**14. ANTENNA** Antennas may be installed as long as they meet the following requirements:

(a) They are the mushroom (small) type and installed on the rear of the home, mounted two feet above the roofline. The diameter of the mushroom type shall not exceed 21", with 6" in depth.

(b) Stick & satellite dish type antennas are permitted.

**15. UNDERGROUND UTILITIES** Underground utilities except for those items which are presently installed in this park, no lines, wires, pipes, utility service of any type shall be constructed, placed or permitted to be maintained upon any lot or parcel, unless the same shall be installed in appropriate conduit underground.

**16. CLOTHES LINES** Clothes lines other than the "umbrella type" shall not be installed, constructed, or maintained. No permitted clothes line shall exceed the diameter of the (10) feet. All such lines must be located in the rear yard of the mobile home.

**17. USE OF COMMON AREA** There shall be no obstruction of the common area, nor shall anything be kept or stored on any part of the common area without the prior consent of the Board of Directors except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the common area except upon the prior written consent of the Board of Directors, except as hereinafter provided.

**18. RULES AND REGULATIONS** No Owner or his delegate shall violate the rules and regulations for the use of the lots, streets and common area, recreation facilities, public utility systems, and the like, as the same are from time to time adopted by the association.

**19. OWNERS ASSOCIATION** The Association of Owners of lots or parcels in the subdivision is a non-profit corporation under the laws of the State of Florida and is known as South Hill Mobile Home Park, Association, Inc. Each owner of a lot or parcel in the subdivision upon acquiring title to their lot or parcel shall become members of the Association and shall commence paying to the Association assessments hereinafter mentioned as per the Articles of Incorporation and By-Laws of the Association. In the event of joint ownership of a lot or parcel each co-tenant shall be a member of the Association, but there shall only be permitted one vote per lot. The association has all rights and privileges to enforce or grant variances from these Covenants. Upon listing a home "For Sale", each seller/ owner shall submit all keys for the clubhouse in their possession within 72 hours of any scheduled "closing date" to a Board Member. All new members of the association shall receive a key to clubhouse from the Board of Directors at their scheduled Interview per #29 of the covenants and restrictions. These Covenants and Restrictions may be amended by the Association.

**20. DEEDS AND RESTRICTIONS** All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a lot or parcel in the subdivision shall specifically contain a reference to the same being subject to these Covenants and Restrictions.

**21. REMEDIES FOR VIOLATIONS** In the event that the owner or resident of any lot, parcel or resident in the subdivision shall violate or attempt to violate any of these covenants and restrictions, the duly elected Board of Directors of South Hill Mobile Home Park Association, Inc., may prosecute any proceedings for the recovery of damages against the person or persons violating or attempting to violate any of these covenants or restrictions or may maintain a proceeding against the person or persons violating or attempting to violate any of these covenants or restrictions for the purpose of remedying or preventing such a violation, being cumulative. Although the duly elected Board of South Hill Mobile Home Park Association, Inc., may enforce these covenant and restrictions, it shall not be obligated to do so, if the problems can be resolved without litigation or any complaint appears to be frivolous or mean spirited. Complaints regarding any violations or attempts to violate any of these covenants or restrictions must be submitted in writing and given to the President, Vice President or placed in the Park Mail Box at which time such complaint shall then be presented to the Board of Directors for reconciliation. Only the duly elected Board of Directors shall be empowered to enforce these Covenants and Restrictions, By-Laws or Articles of Incorporation. Any other person or persons owning any substantial interest in a lot or parcel in the subdivision who may attempt to enforce these covenants and restrictions shall be construed as in violation of these covenants and restrictions and subject to the

same remedies that other violators are subject to. Upon a successful legal proceeding by the Board of Directors of South Hill Mobile Home Park Association Inc., to enforce these Covenants and Restrictions, the Park shall be entitled to the recovery of the cost and reasonable expenses of such proceedings, including appellate proceedings, together with reasonable attorney's fees.

**22. TERMS OF RESTRICTIONS** These covenants and restrictions shall remain in force and effect for a period of twenty (20) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the owners of the majority of lots in the subdivision (not parcels) execute and record in the Public records of Pasco County, Florida an instrument specifically rejecting a subsequent renewal.

**23. INVALIDATION** Invalidation of any one or more of these covenants and restrictions by judgment or court order or in any other manner shall in no way effect any of the other provision thereof which shall remain in full force and effect.

**24. SWIMMING POOL** The swimming pool can be used by all residents and their guests. The residents are responsible for their guests. All posted rules must be obeyed. No diapered person is allowed to use the pool. If a problem occurs, it could contaminate the water and cause serious health problems.

**25. SPEED LIMIT** For safety sake all posted speed limits must be observed.

**26. RESERVED FUND** A Reserve fund shall be established to cover extra-ordinary expenses of the Park. The balance in the fund to cap at \$30,000 after which any balance over and above that amount will be transferred to the General Ledger. An exception of up to eight per cent (8%) of the capped figure at the end of each fiscal year may be added to this fund to help stay the cost of inflation.

**27. PARK FEES** Once a year, after the annual budget is prepared and income forecasted, the Board of Directors will calculate the amount of money required to run the Park and then at that time they will set a monthly Park Fee. Park fees are payable on the first of each month. However a grace period of 15 days is allowed after which their will be a \$5.00 penalty added to the monthly fee.

28. PENALTY Any home owner that violates the By-Laws, or Covenants and Restrictions

will be notified in writing. They will have fifteen (15) days to correct the violation.

After said time, they will be subjected to a \$200 penalty and \$50 per day thereafter until the violation is corrected.

29. INTERVIEW It is mandatory that all new Owners of South Hill Mobile Home Park Associatin, INc. schedule an interview with the Board of Directors. The Board will be able to answer a lot of the questions the residents may have. The new Owners will receive a copy of the By-Laws, Covenants and Restrictions at that time. The Interview will also let the Board get better acquainted with the new Owners as well as the new Owners get acquainted with the Board of Directors.

Revised and Adopted on  
01/16/2014

THESE AMENDED COVENANTS & RESTRICTIONS SUPERCEDE ALL  
OTHER COVENANTS & RESTRICTIONS.

*South Hill Mobile Home Association, Inc./By-Laws and Covenants and Restrictions*

