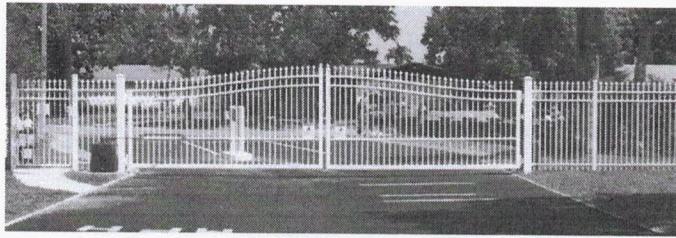


Welcome to Tiki Village

A Deed Restricted Not For Profit  
55 Plus Community  
A Florida Condominium Association



Office: 3436 Kauna Point Drive  
Holiday, FL 34691  
Tel: 727-934-3545  
Fax: 727-934-3545



WHERE HOME VALUES ARE  
REFLECTED IN THE  
CARE OF OUR HOMES  
AND COMMON GROUNDS

Love

WHERE GOOD  
FELLOWSHIP ABOUND  
AND A HELPING HAND  
IS ALWAYS NEAR  
WELCOME ABOARD!



Peace

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Nikki Alvarez-Soules, Esq.  
Pasco County Clerk & Comptroller

# TIKI VILLAGE MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC.

## RULES AND REGULATIONS

February 6, 2024

RULES AND REGULATIONS  
TIKI VILLAGE MOBILE HOME PARK  
CONDOMINIUM ASSOCIATION, INC.  
February 6, 2024

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## TIKI VILLAGE MOBILE HOME PARK RULES AND REGULATIONS

In addition to the provisions set forth in the Tiki Village Mobile Home Park Condominium Association, Inc. Documents, the Declaration, Articles of Incorporation, By-Laws and Amendments made from time to time, each owner, occupant, tenant, invitee or guest shall be governed by the following Rules and Regulations:

### 1. GENERAL PROVISIONS

- A. Unit owners are responsible for informing the Board of Directors of any changes of address, phone number and contact persons. Forms for this process may be obtained at the office or on the website.
- B. Each mobile home shall be used only for the purpose of a single family residence defined as one (1) or not more than three (3) related by blood, marriage or adoption, or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit. One owner shall be at least fifty-five (55) years of age and must reside in the home. No household, as defined above, shall own more than two (2) units titled in their name. (*Rules and Regulations 08/28/1995*)
- C. In order to be eligible to vote you must be listed on the deed. One vote is allowed per unit by deeded owner. You must also be in good standing as a unit owner with Tiki Village.
- D. Operating a business within Tiki Village or from a unit is prohibited. A business is defined as one that brings consumers or extra traffic into the community.
- E. Permission must be obtained from the Board of Directors for anyone staying more than thirty (30) days in any six (6) month period in any unit and they shall be subject to a background check.
- F. No person under the age of 21 may permanently occupy or reside in such residence. However, a person under the age of 21 may be permitted to visit his immediate relatives in such a residence for a period of not longer than two (2) weeks and no more than thirty (30) days in a twelve (12) month period so long as the visitor is properly supervised to the satisfaction of the Association. The Board of Directors may make exceptions due to extenuating circumstances. (*See The Fair Housing Act: "Housing For Older Persons" Exemptions*)
- G. Each unit owner is responsible for the Association Dues to their property payable annually on January 1 of each year with a 30 day grace period ending January 31 of each year. The Board of Directors may make exceptions due to extenuating circumstances.
- H. Late fees on delinquent assessments. A late fee shall be imposed on all delinquent assessments and installments thereof at the highest rate allowed by law as amended from time to time. Initially the fee shall be twenty-five (\$25.00) dollars or five (5%) percent of the assessment, whichever is greater. (*Amendment 6866 1632, 02/14/2006*)
- I. No owner shall allow disturbing noises in his unit or condominium property, or permit any activity that will encroach on the rights and comfort of any other owner. No disturbing noise or activity shall be allowed between 11:00 pm and 8:00 am. (*Rules and Regulations 898 1831, 12/01/1982*)

J. No occupant may play or suffer to be played, any musical instrument, phonograph, radio, television set, wind chimes or loud parties in the unit or carport about the condominium property, if the same shall in any manner disturb or annoy the other occupants of the condominium.

K. There shall be no soliciting on any unit or condominium property. (*Rules and Regulations 898 1831, 12/01/1982*)

L. No fireworks are allowed in the park.

M. For the safety of all residents, the speed limit in the park is fifteen (15) miles per hour. Pedestrians and bicycle riders have the right of way. (*Rules and Regulations 898 1831, 04/06/2004*)

N. The unit owner is financially responsible for any act or damage caused by any person staying under his/her roof. This pertains to any unit property and any and all common areas. The unit owner is responsible for making all occupants aware of the Declarations, Articles of Incorporation, By-Laws, Rules and Regulations and any Amendments pertaining to these documents. (*Rules and Regulations 898 1831, 04/06/2004*)

## **2. LAWN CARE AND YARD MAINTENANCE**

A. Each unit owner shall maintain his unit and the surrounding area in clean, sanitary condition and good repair at all times.

B. Each occupant shall be responsible for the care and maintenance of grass and landscaping within the boundary confines of the occupants unit.

C. Lawns must be kept cut and flower beds and yards must remain weed free at all times, even when the owner is away from Tiki Village.

D. Plantings placed between the coach and street shall be pruned regularly so as not to present a visual hazard when backing out of the carport. (*Rules and Regulations 898 1831, 04/06/2004*)

E. New trees and shrubs shall be positioned so as not to touch the coaches. Established trees and shrubs shall be kept trimmed so as not to encroach upon the neighboring property, common grounds or any street within the park. Spraying shall be done as needed to control fungus, bugs and other infestations that attack Florida's landscape and are the responsibility of each unit owner. Each unit owner is responsible for the maintenance of their property's lawn area, whether it be grass, stone or pavers. (*Rules and Regulations 898 1831, 04/06/2004*)

## **3. ANIMALS**

A. Dogs and cats shall be under constraint at all times and confined in that unit's boundaries or on a leash when being walked, all excreta shall be promptly removed, all pets shall be in compliance with state and county health and immunization codes. Do not feed stray cats or dogs. After receiving three (3) written complaints, violators will be subject to a \$100 fine. No more than one (1) dog, whose estimated weight does not exceed 25 pounds at maturity, allowed per unit, and one (1) cat. It is not the responsibility of the Board of Directors to rid the park of stray animals. (*Amendment 8676 2355, 03/29/12; Amendment 8676 2359, 03/29/12*)

B. All pets shall be in compliance with state and local immunization codes. Proof of immunization is required for any approval of animals. The unit owner is responsible for maintaining current immunization records on file in the office.

C. Owners and visitors should restrain their pet from trespassing on any other resident's property. Pets shall not be tied or tethered outside unless accompanied by their owner at all times. Pets are not allowed to run loose at any time. Pets brought into Tiki Village Mobile Home Park by a resident's guest or invitee for a short term or day visit must be kept on the unit property of the person being visited.

#### **4. SELLING OR LEASING OF PROPERTY**

A. It is the unit owner's responsibility to provide 30 days notice for sale or lease of a unit. See Declaration page 15 and 16. Section 14.2 Approval by Association. (a) Notice to Association. (b) Certificate of Approval.

B. In order to further the residential nature of the community, no unit may be leased during the first two (2) years of ownership. During that period, occupancy by "guests" and persons other than the record owners shall be limited according to rules established from time to time by the Board of Directors which may include an overall limit on occupancy of the unit when the owner is not physically present. The Board shall have the authority to make hardship provisions in order to avoid the harsh effects of this provision. Additionally, no individual, corporation or other entity shall own more than two (2) units. (*Amendment 3763 1674, 06/26/1997*)

C. Married couples shall be considered as an individual and shall not be allowed to own more than the two (2) units: two per married couple. Likewise, no holding company, individual or married couple who have a corporation or limited corporation shall be allowed to own more than two (2) units. (*Amendment 3763 1674, 06/26/1997*) (*Amendment 7391 980, 02/16/2007*)

D. All persons in said sole proprietor, LLC or corporation shall be at least fifty-five (55) years of age and must reside in the home. All persons in said LLC or corporation are subject to a background check and approval by the Board of Directors.

E. It is the responsibility of the seller to transfer all gate clickers and pedestrian gate fobs at the time of property closing or pay \$35.00. If the new owner fails to receive the gate clicker from the seller they will be required to purchase a new remote at the replacement cost at that time. This pertains to sellers, buyers and lessees. It should also be noted that the gate clickers are to be kept in the possession of the deeded homeowner, family members or approved renter at all times. There is a maximum of (2) two clickers per unit property allowed.

F. Any person or persons who are buying, renting or living for over thirty (30) days within a six (6) month period in any unit or on unit property of Tiki Village Mobile Home Park shall have an in-person interview complete with background check and shall be approved by the Board of Directors and shall be apprised of all Rules and Regulations prior to occupancy, or will be subject to eviction, for which a fine will be imposed and any legal fees the occupant's responsibility. The Board shall retain the right to observe leniency as to in-person interview.

G. Each unit owner has the right to sell or lease his unit provided that the proposed purchaser, or lessee, is first approved by the Association. Each new owner shall be bound by the provisions of the Association and these Rules and Regulations.

H. After approval by the Association required herein, entire units may be rented, provided the unit owner has owned the unit within the Association for at least two (2) years, and provided the occupancy is only by the lessee, his family and guest. Leases shall be no less than three (3) months, and there shall be no more than twenty (20) percent of the total number of Units within the Association to be rented at any one time. No rooms may be rented and no transient tenants shall be accommodated in any unit, nor shall any lease of any Unit release or discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, By-Laws and Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. Leases shall only be to tenants over the age of fifty-five (55) years. (*Amendment 10416 2340, 08/16/2021*)

I. Screening Fees: The Association shall require the deposit of a reasonable screening or interview fee simultaneously with the giving of notice of intention to buy or lease or acquire property of transfer by gift devise or inheritance for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. Said screening fee shall be the reasonable fee to be set from time to time by the Association which shall not exceed the maximum fee allowable by law. (*Amendment 7391 974, 02/16/2007*)

J. In order to maintain a community of congenial residents, who are law abiding and financially responsible, and thus protect the value of the unit, the transfer of units by the owner shall be subject to the following provisions as long as the condominium exists upon the land. All persons who seek to purchase, lease or otherwise acquire an ownership interest shall be subject to a criminal background check. Anyone who has been found guilty, plead guilty or nolo contendere to a felony involving violence, whether or not formal adjudication has been withheld, shall be denied Board consent to purchase, lease or otherwise own an interest in any unit. If a crime is considered a felony in the jurisdiction where the person was convicted it is a felony for the purposes herein. If the felony charge involved an element of violence or threat of physical violence or the factual allegation of the felony involved physical violence or threat of physical violence then the conviction is for a felony involving violence for the purposes of this section. (*Amendment 8676 2357, 03/29/2012*)

## **5. FRONT ENTRANCE GATE**

Any damage to the main gate or the vehicle of the member or guest vehicle caused by any owner or their guest shall be the responsibility of the unit owner. The Association shall not be held responsible for injuries or vehicle repair.

## **6. VEHICLES AND PARKING**

A. Carports shall be used to park cars and non-commercial trucks. No boats, trailers or campers are permitted. Carports of absent owners shall not be used without the owner's written permission and that written permission letter shall be filed with the office. Temporary parking under the unit carport will be allowed for unloading campers or trailers for up to 48 hours. If the camper or trailer exceeds the 48 hour limit the unit owner must request additional time from the Board of Directors or the unauthorized vehicle of any kind may be removed and towed by the Association at the expense of the unit owner. Major

repairs to any vehicle shall not be permitted within the unit or condominium property. (*Rules and Regulations 898 1831, 07/11/1977*)

B. No vehicles shall be parked on the street, the lawn area between the street and home or any portion of the unit grounds. No workmen are allowed to perform services on Sundays or Holidays except in the case of an emergency. Service vehicles shall be permitted to park as necessary for repair work. Contractor and maintenance vehicles may be parked for a short period of time for the unloading of materials then moved to the unit owner's carport or designated parking area on common grounds. The Board of Directors must approve of any exception. (*Rules and Regulations 898 1831, 04/06/2004*)

C. Temporary parking of vehicles belonging to members or their guests is permitted in designated areas on common grounds with unit owner's issued parking permit which can be obtained at the office. Guest cards shall be displayed on any vehicle parked overnight on Kauna Point Drive common grounds or designated parking areas. Any unauthorized vehicle parking will be removed and towed by the Association at the owner's expense.

D. Due to the need of emergency vehicle access to the park and the fact that we have no designated parking on any blacktop areas within the park, there will be no long term parking on any street within the park.

E. Major repairs to any vehicle shall not be permitted. No major repairing of automobiles, trailers, boats, campers or any other property of the unit owner will be permitted outside or within the confines of the unit owner's property and are not allowed within or on condominium property or common grounds. No storage of broken down or disabled vehicles are allowed in the carport or on the unit property at any time. Any unauthorized vehicles will be removed and towed by the Association at the owner's expense. (*Rules and Regulations 898 1831, 07/11/1977*)

F. All parking is to be done in a proper manner, whether on common grounds or in the carport. No vehicle is to be parked on an angle, sideways or crossways. You must park in your carport by pulling in forward or backing in. Any unauthorized parking of vehicles will be removed and towed by the Association at the owner's expense.

## **7. COMMON GROUNDS**

A. Common areas of the condominium, such as pavilion area, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the mobile home occupants shall be kept in such areas, temporarily or otherwise.

B. No one under the age of 18 is allowed on the shuffleboard courts or horseshoe courts without an adult being present.

C. No walking, running, skateboarding or horseplay of any kind is permitted on the courts.

D. Children shall not be permitted to loiter or play on the parking areas or any other common areas without an adult.

E. All damage to the condominium property and common elements caused by the moving, carrying or transferring of articles, therein, shall be paid by the unit owner or person in charge of such articles.

## 8. ARCHITECTURAL, ALTERATIONS AND IMPROVEMENTS

- A. Before any outside construction on a home is started, an approval form must be obtained from and submitted to the office along with a drawing of proposed construction. Failure to obtain and submit said form will result in a twenty-five (\$25.00) fine. All authorized work must be completed within six (6) months from the date of approval unless otherwise noted and an extension is requested in writing and approved by the Board of Directors. (*Amendment 7391 972, 02/16/2007*)
- B. Each occupant shall maintain his unit and mobile home in good condition and repair, including all internal surfaces within or surrounding his mobile home, and maintain and repair the fixtures therein, and shall promptly pay for any utilities which are metered separately to his mobile home.
- C. Disposition of garbage and trash shall be only by use of garbage disposal cans approved by the Association or the trash removal company. Trash cans following pickup shall be returned to unit owner carports or out of sight of the roadway. Dumpsters or trailers for renovation or repairs must be approved by the Board of Directors.
- D. In order to assure a uniform scheme of development, all mobile homes to be emplaced and manner of emplacement must be approved by the Association. All mobile homes shall be set back in a uniform manner. Further to insure a uniform scheme, add on rooms may be placed on existing non-doublewide mobile homes. A plan of each site, together with any construction or major improvement plans, must be submitted in writing for the approval by the Association who shall also approve the entity or person to accomplish such. This shall include all amenities under Paragraph 18, appurtenances, construction and air conditioning units which may be involved. TV antennas must be located to the rear quarter of the coach. All mobile homes shall be set back in a uniform manner. (*Rules and Regulations 898 1832, 07/11/1977*)
- E. The Association alone shall also review and approve the emplacement of replacement mobile homes and shall also approve the entity or person accomplishing such. (*Rules and Regulations 898 1833, 07/11/1977*)
- F. No addition may be permitted beyond the rear of the coach and no freestanding sheds on any unit. Coach owners may add on to the rear of an existing shed, using the same material as the original shed, not to exceed more than eight (8) feet past a line drawn parallel with the rear of the existing coach. Freestanding sheds and canopies are prohibited. (*Amendment 7031 1029, 03/09/2005*)
- G. No addition may be permitted beyond the rear of the coach. Freestanding sheds shall be allowed on any unit and shall be anchored to a cement slab. Coach owners may add on to the rear of an existing shed, using the same material as the original shed, not to exceed more than eight (8) feet past a line drawn parallel with the rear of the existing coach. Canopies are prohibited. (*Amendment 8530 3601, 03/30/2011*)
- H. Freestanding sheds shall be no larger than 8'x10' and must match the color of the paint or siding of the unit. (*Amendment 8846 874, 03/21/2013*)
- I. Canopies are prohibited. (*Amendment 8530 3601, 03/30/2011*) Roll up canopies shall be allowed only at the rear of a unit to shade a patio. (*Amendment 8846 872, 03/21/2013*)
- J. Further, to insure a uniform scheme of development, all unit owners must have the following amenities:
- Covered carport, twelve (12) feet wide double car length



(Height of carport will vary according to mobile home installed)

Downspouts and gutters

Raised pad screen porch or Florida room

Fully sodded lot or stones, no wood chips or ground cover on whole lot

Coaches must be white with decorative block skirting or vented solid trim

Trim colors are optional

No fences permitted other than the fence surrounding the park

White decorative block skirting, solid skirting, except for that portion adjacent to and running beside the carport

*(Rules and Regulations 12/01/1982) (Rules and Regulations 08/28/1995) (Rules and Regulations 898 1831, 04/06/2004) Amendment 8530 3599, 03/30/2011)*

K. Further, to insure a uniform scheme, a plan of each site, along with a proposed project form provided by the office, and a Pasco County Building Permit, shall be submitted for approval to the Board of Directors. If necessary, a special meeting shall be called of the Board of Directors and approval needed prior to commencement of any construction.

L. Coaches must be white or sided with light pastels. Residents shall apply a sample of colored siding and obtain approval by the majority of the Board of Directors. Failure to get Board approval for any pastel color shall result in a fine of \$100 per week until siding is removed and replaced with the following approved colors; light gray, light beige, light green or pale yellow. Coaches shall have decorative block skirting or vented solid trim. Trim colors shall be one color only. *(Amendment 8530 3603, 03/30/2011)*

M. No storage of any material is permitted under coaches. *(Rules and Regulations 898 1831, 04/06/2004)*

N. All loose materials such as hoses, lawn furniture, etc. must be secured when leaving for an extended period of time. Carports should be clear and empty when vacant or when leaving for the summer. No storage of construction materials, mattresses, furniture, etc. is allowed in carports at any time.

O. No reflecting or opaque devices or materials may be used on a mobile home except with permission of the Board of Directors.

P. A "For Sale" sign or "For Rent" sign is permitted to be placed in front of the unit. No other signs may be placed on common grounds or unit properties without the written permission of the Board of Directors. Each mobile home may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

Q. No fire pits, burn barrels or other vessel are allowed as per Pasco County and State of Florida Fire Rescue as enforced by code enforcement on any unit property. No burning of any kind is allowed.

R. Porches, Florida rooms and carports shall be used only for the purpose intended and not for storage of laundry. Laundry equipment may be installed in the utility room only. Close drying poles are permitted close to and behind the rear of the unit. *(Rules and Regulations 898 1831, 12/01/1982)*

S. Yard sales: The individual owners may hold no yard sales. Two (2) advertised yard sales per may be held in the park. Driveway, moving and estates sales may be advertised in the newspaper with telephone number only. Separate sale items may be advertised on the bulletin board. *(Amendment 7784 1936, 03/13/2008)*

T. In case of damage to the unit due to wind, fire or other causes the damage must be repaired and cleaned up in six (6) months from the date of loss.

U. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

## 9. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by the Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the board, provided, however, that the board shall always consist of an odd number of members, and provided, further, that there shall never be less than five (5) directors on the board. Any increase or decrease in the number of members on the board shall be effectuated at least thirty (30) days prior to a regular annual election of the board, and such change in number shall be effective as of the date of the next regular election. (*Amendment 7391 982, 02/16/2007*)

B. In order to meet our financial obligations in a timely manner, no less than two (2) members of the Board of Directors must be full time residents. (*Amendment 8676 2361, 03/29/2012*)

C. The Board of Directors shall be the only ones to hold keys or door entry codes to the office. These keys and/or door entry codes are not to be loaned to anyone. (*Rules and Regulations 898 1831, 04/06/2004*)

D. Election of directors shall be held at the annual members' meeting commencing with the first annual meeting. Election of directors thereafter shall be at each year's annual meeting. (*Amendment 7391 978, 02/16/2007*)

E. No person shall be allowed to run for the Board of Directors until he or she has owned their unit for a period of not less than six (6) months. (*Amendment 7391 978, 02/16/2007*)

F. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. (*Amendment 7391 978, 02/16/2007*)

G. Any person seeking a position on the Board of Directors shall be in good fiscal standing and not currently involved in litigation with the Association. (*Amendment 6866 1620, 03/03/2006*)

H. The term of each director's service shall extend for two (2) years and two shall extend for one (1) year beginning with the 1980 Annual Meeting. In each succeeding year, the term of director's service shall extend for two years and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. (*Amendment 3397 0854, 02/27/1995; Amendment 3501 62, 11/22/1995*)

I. Limitation on service of directors. Notwithstanding anything to the contrary contained herein, no person may serve on the Board of Directors if that person is related by blood, marriage or legal adoption

to any other director. The purpose of this provision is to avoid concentration of power and authority within a single-family as members of the Association. (*Amendment 5814 1448, 04/20/2004*)

J. No person may serve as an officer in more than one capacity. This is to avoid a concentration of power in one person of multiple offices, such as secretary and treasurer or any other office of the corporation. (*Amendment 5814 1448, 04/20/2004*)

K. Multiple members of a family are prohibited from serving on the Board of Directors. (*Rules and Regulations 898 1831, 02/17/2004*)

L. The President. Notwithstanding anything to the contrary contained herein, no person may be elected president and serve more than two (2) consecutive terms. (*Amendment 6286 192, 03/23/2005*)

M. Powers and Duties of the Board of Directors. Shall not enter into a management contract providing for the management of the condominium property and of the recreation area, if any, without the vote and approval for such a contract by the Association members at the annual or a special called members meeting. (*Amendment 7391 970, 02/16/2007*)

N. Any expenditures for material or non essential goods with a cost greater than five hundred (\$500.00) shall be proposed at a regular or special called meeting of the Association and shall be voted on at a duly called general meeting of all of the Association members. (*Amendment 7391 976, 02/16/2007*)

O. Any expenditure under 6.1 (A) shall be defined/considered as any single event not considered to be a regular expense of the Association's business expenses and shall be limited to a maximum of four (4) events per fiscal year and to be events considered to be of a necessity for the betterment of the Association and does not meet the requirements of a vote of the entire Association. (*Amendment 8846 870, 03/21/2013*)

P. The annual members' meetings shall be during the first week in March each year to allow annual audit, reserves and budget to be completed before the annual meeting. The day and the place are to be determined by the Board of Directors at least thirty days prior to the date of the meeting. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members. (*Amendment 8421 46, 09/17/2010*)

Q. In order to prevent costly damage to the office equipment and also prevent the growth of mold inside the building, the air conditioner and/or heat in the association's office shall be left on at minimal settings when the office is not in use. (*Amendment 6866 1634, 03/03/06*)

R. No one shall install to the office computer a password to access any software or prevent the use of the office computer in any form. (*Amendment 8421 44, 09/17/2010*)

## **10. AMENDING GOVERNING DOCUMENTS OF TIKI VILLAGE**

A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument, in writing, directed to the President or Secretary of the Board, signed by not less than ten (10) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon any amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days, nor later than sixty (60) days thereafter, for the purpose of considering said amendment. Directors and Unit Owners not

present in person or by proxy at the meeting considering the amendment may express their approval, in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be by:

**Declaration 18.3 Proposed Amendments:**

Not less than seventy-five (75) percent of the entire membership of the Board of Directors and not less than fifty-one (51) present of the Association present and voting in person or by proxy at a duly called meeting at which a quorum is present. (*Amendment 3501 62, 11/22/1995*)

**By-Laws 8 Adopting Amendments:**

Not less than sixty-six and two-thirds (66 2/3) percent of the entire membership of the Board of Directors and by not less than fifty-one (51) percent of the votes of the entire membership of the Association present and voting in person or by proxy at a duly called meeting at which a quorum is present. (*Amendment 3501 62, 11/22/1995*)

**Articles 11.2 Adopting Amendments:**

Not less than sixty-six and two-thirds (66 2/3) percent of the entire membership of the Board of Directors and by not less than fifty-one (51) percent of the votes of the entire membership of the Association present and voting in person or by proxy at a duly called meeting at which a quorum is present. (*Amendment 3501 62, 11/22/1995*)

## **11. VIOLATION POLICY**

A“violation” refers to any action or condition within the community and on Association common element property that violates any covenant, rule or policy contained within the Association’s Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and Board Policies (collectively, the “governing documents”). A copy of the governing documents can be obtained by logging into the website or via email.

A. A violation may be identified by Association Board of Directors or residents and must be promptly reported.

B. Upon identifying a violation, the Board of Directors will provide notice of the violation to the owner and/or tenant a 1st NOTICE letter and will afford the owner or tenant a reasonable time to cure the violation. The 1st Notice is a courtesy notice and will document the violation, identifying the specific rule that has been violated, and will indicate how the violation may be corrected. The 1st Notice will indicate that if the violation remains uncured fines or a suspension will be levied, if a Fining Committee has been established.

C. If the violation is not cured within the timeframe specified by the Association, the owner will receive a 2nd NOTICE letter indicating that a daily fine or suspension is being levied, and providing the owner or tenant with at least 14 days’ notice of a hearing date before the Fining Committee, if a Fining Committee has been established. The daily fine amount is \$50.00, and fines may accrue for each day of a continued violation up to \$1,000.00.

D. A member of the Board of Directors will inspect the premises on the day of the fining hearing to determine whether the violation has been cured. If the violation has been cured, the Association will waive the fines, with the exception of a repeat violation.

E. If the violation remains uncured as of the date of the fining hearing, the Association will seek the maximum fine amount of \$1,000.00 and the owner will have an opportunity to present evidence regarding the violation and remediation efforts, if any, to the Fining Committee.

F. The Fining Committee's role is to accept or reject the fine proposed by the Association. If a majority of the Fining Committee approves the proposed fine, the fine shall be placed on the owner's account ledge five (5) days after the hearing, and the Association shall issue a letter to the owner advising him or her of same. If the fine is not paid within thirty (30) days after the hearing, the matter will be referred to the Association's attorney for collections.

G. If the violation remains uncured after the fining hearing, the matter will be referred to the Association's attorney to initiate litigation, at which point the owner may be responsible for the Association's legal fees.

H. Depending on the nature and severity of the violation, or in the event of a repeat violation within twelve (12) months, the Board of Directors reserves the right to escalate a violation directly to fining and/or to the attorney for litigation at any point.

This document is derived from Tiki Village Mobile Home Park Condominium Association governing documents consisting of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and Amendments. It is each unit owner's responsibility to be aware of these guidelines and any additions that may be found in these documents. Each unit owner should seek out clarification and/or permissibility with the Board of Directors to avoid fines and/or legal action by Tiki Village Mobile Home Park Condominium Association.

All complaints concerning park Rules and Regulations must be submitted in writing, signed and dated to the Board of Directors, with the exception of emergency situations. All correspondence will be kept confidential. The Board of Directors shall give a written response within thirty (30) days.

Signed/Sealed:

Tiki Village Mobile Home Park Board of Directors on this 6th day of February, 2024.

TREASURER

*Diane Abraham*

Diane Abraham

DIRECTOR

*Jacqueline Driscoll*

Jacqueline Driscoll

DIRECTOR

*Sherry Wigent*

Sherry Wigent

State of Florida  
County of Pasco

Sworn to and subscribed before me this 6<sup>th</sup> day of February, 2024.

*Sue Ann Horning*

Tiki Village Mobile Home Park Official Seal

On this 6th day of February, 2024.



**SUE ANN HORNING**  
Notary Public  
State of Florida  
Comm# HH382278  
Expires 7/21/2027

