



FILE NUM 20150130827 OR BOOK PAGE 27460410 DATE: 04/13/2015 10:21:56 Pgs 1410 - 1484: (75pgs)
Sharon R. Bock, CLERK & COMPTROLLER

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
VACATION INN RESORT OF THE PALM BEACHES, INC.

TABLE OF CONTENTS

SECTION 1. RECITALS; DEFINITIONS.....	1
SECTION 2. PROPERTY SUBJECT TO THIS DECLARATION.....	4
SECTION 3. EASEMENTS.....	4
SECTION 4. ASSOCIATION.....	5
SECTION 5. ASSESSMENTS AND LIENS; CHARGES.....	7
SECTION 6. USE AND OCCUPANCY RESTRICTIONS.....	11
SECTION 7. MAINTENANCE, REPAIR AND REPLACEMENT; ASSOCIATION ALTERATIONS.....	22
SECTION 8. ARCHITECTURAL REVIEW COMMITTEE (ARC), ADDITIONS, ALTERATIONS, IMPROVEMENTS TO LOTS AND STRUCTURES.....	23
SECTION 9. INSURANCE AND CASUALTY.....	32
SECTION 10. RECONSTRUCTION OR REPAIR AFTER CASUALTY.....	33
SECTION 11. CONDEMNATION OR EMINENT DOMAIN.....	33
SECTION 12. COMPLIANCE AND DEFAULT; REMEDIES.....	33
SECTION 13. RIGHTS OF MORTGAGEES.....	35

SECTION 14. TERMINATION OF DECLARATION.....	36
SECTION 15. AMENDMENT OF DECLARATION.....	36
SECTION 16. MISCELLANEOUS PROVISIONS.....	37
SECTION 17. GENERAL GRANDFATHER PROVISIONS.....	39
SECTION 18. EFFECTIVE DATE.....	39
CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED DECLARATION.....	40
AMENDED AND RESTATED ARTICLE OF INCORPORATION OF VACATION INN RESORT OF THE PALM BEACHES, INC.....	EXHIBIT "A"
AMENDED AND RESTATED BY-LAWS OF VACATION INN RESORT OF THE PALM BEACHES, INC.....	EXHIBIT "B"

Return to:
Levine Law Group
2500 N. Military Trail, Ste. 283
Boca Raton, Florida 33431

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR
VACATION INN RESORT OF THE PALM BEACHES**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS is made this 13 day of April, 2015 by VACATION INN RESORT OF THE PALM BEACHES, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, the original Protective Covenants for Vacation Inn Resort of the Palm Beaches were recorded in Official Record Book 4086, at Page 0520, of the Public Records of Palm Beach County, Florida (the "Public Records");

WHEREAS, the Original Declaration was preserved, as evidenced by that Notice Regarding Marketable Record Titles to Real Property Act for Vacation Inn Resort of the Palm Beaches, Inc. as recorded in Official Record Book 26213, at Page 0396, of the Public Records; and

WHEREAS, Vacation Inn Resort of the Palm Beaches, Inc., hereby amends that Original Declaration in its entirety, by amending and restating such Original Declaration with this Declaration.

NOW, THEREFORE, the following provisions are governing:

Section 1. RECITALS; DEFINITIONS. The foregoing recitals are incorporated herein by this reference.

The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context requires otherwise:

1.1 "Administrative Rules" means those administrative rules adopted from time to time by the Division of Florida Condominiums, Timeshares and Mobile Homes.

1.2 "Articles" means the Amended and Restated Articles of Incorporation of the Association as amended from time to time.

1.3 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Lots.

1.4 "Association" means VACATION INN RESORT OF THE PALM BEACHES, INC., a Florida corporation not-for-profit, its successors, assigns and legal representatives.

1.5 "Association Certificate" means a document which must be executed by the president or vice president and secretary or assistant secretary of the Association.

1.6 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

1.7 "By-Laws" mean the Amended and Restated By-Laws of the Association as amended from time to time.

1.8 "Charges" are as described and defined in Section 5.11 hereof.

1.9 "Common Area" means and refers to those Properties which are intended to be dedicated to the common use and enjoyment of the Owners and occupants, in this Declaration as well as all portions of the Properties less the Lots, including personal property which are owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners and occupants.

1.10 "County" means Palm Beach County, Florida.

1.11 "Dangerous Dog" means one which inflicts unjustified, serious injury or poses an imminent threat of unjustified, serious aggression toward people or other animals.

1.12 "Declaration" means this instrument as amended from time to time.

1.13 "Estoppel Certificate" means and refers to the estoppel certificate referenced in Section 5.10 hereof.

1.14 "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as it may be amended from time to time.

1.15 "Governing Documents" means and includes this Declaration and all Exhibits hereto, including the Articles of Incorporation, and the By-Laws, as amended from time to time.

1.16 "Guest" means any person who: (A) is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration of any type to the Owner or lessee in connection with such presence or occupancy; and (B) is not the Owner or lessee of the Lot on which he or she is present. Notwithstanding the foregoing, an Owner or lessee of the Lot on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Lot. Furthermore, a member of the family of the Owner or lessee of a Lot shall be considered a Guest unless he or she is a permanent occupant of such Lot. Family members are defined as

a parent, grandparent, children, grandchildren, brothers and sisters and spouses of same.

1.17 "Institutional Mortgagee" or "Mortgagee" shall mean and refer to the holder of any bona fide first mortgage encumbering a Lot.

1.18 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Dwelling Structure and Lot for valuable consideration.

1.19 "Lot" means each "lot" referred to as such on the Subdivision Plat, on which a recreational vehicle may be situated.

1.20 "Luxury RV Resort" means VACATION INN RESORT OF THE PALM BEACHES, according to the Subdivision Plat thereof, together with approximately 2.15 acres of land, encompassing the entire eastern boundary of the platted land described above, which was acquired by the Association as reflected in that certain special warranty deed recorded in Official Records Book 07818, at Page 0864 of the Public Records. Tracts B, C, D and E shown on the Plat as reserved for Vacation Inn Properties, Inc were deeded to the Association by way of a Quit-Claim Deed recorded in Official Records Book 4723, at Page 1461 of the Public Records

1.21 "Member" or "Member of the Association" means a record Owner of a Lot.

1.22 "Occupy" shall mean and refer to the act of being physically present on a Lot for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Lot. A "permanent occupant" means a person who is occupying a Lot other than as a Guest.

1.23 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interests merely as security for the performance of an obligation.

1.24 "Permanent Structures" means any object constructed and installed in a manner whereby it is rendered immovable without damage or destruction. Some existing Outdoor Kitchens may be constructed in a manner so as to be considered a permanent structure.

1.25 "Properties" means all real property, including improvements thereon, which are now or hereafter made subject to this Declaration.

1.26 "Resort Manager" means the manager engaged by the Board of Directors of the Association to manage the Luxury RV Resort.

1.27 "Rules and Regulations" means those rules and regulations promulgated and/or amended from time to time by the Board of Directors, governing the use of the Properties, including the Lots, and the operation of the Association.

1.28 "Semi-Permanent Structures" means those manufactured or crafted objects such as, but not limited to, storage boxes, fountains, flagpoles, statues, movable outdoor kitchens and steps necessary to permit safe ingress into or egress from an RV.

1.29 "Subdivision Plat" means and refers to the Plat of Vacation Inn Resort, according to the Plat thereof recorded in Plat Book 46, at Pages 69 through 72, both pages inclusive, of the Public Records.

1.30 "Voting Interest" means and refers to the arrangement established in the Governing Documents by which the Owners of each Lot collectively are entitled to one vote per Lot in Association matters, except that a Voting Interest shall not apply to a Lot where the voting rights of a member are suspended pursuant to Section 8.9 of the By-Laws. Any voting interest suspended shall revise the denominator of any fraction for computation of approval or consent under the Governing Documents.

Section 2. PROPERTY SUBJECT TO THIS DECLARATION.

The real property which is and shall be transferred, sold, conveyed and occupied subject to this Declaration, is described and referred to in Section 1.20 hereof.

Section 3. EASEMENTS.

3.1 Easements. Each of the easements and easement rights referred to in this Section 3.1, is reserved through the Properties and is a covenant running with the land in the Luxury RV Resort, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Luxury RV Resort. None of the easements specified in this Section 3.1 may be encumbered by any leasehold or lien other than those on the Lots. Any lien encumbering these easements shall automatically be subordinate to the rights of the Association and the Owners with respect to such easements.

A. Utility Service and Drainage Easements.

1. There is hereby created a blanket easement upon, across, over, through and under the Properties and Lots for the installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to electric, gas, water, sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems; and irrigation. By virtue of this easement it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Properties; to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Lots, provided the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Lots. Except as otherwise provided in Section 3.1.A.2 hereof, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems may be installed or relocated on the Properties except as approved by the

Association. Utility as referred to herein means a public or private utility. This power to create easements shall also include the power to modify or relocate such easements.

2. In addition to the foregoing, the following shall apply with respect to easements for drainage: There is hereby reserved an easement for drainage from each Lot onto an adjoining Lot. It shall be the responsibility of the Owner of the Lot for whose benefit this easement has been created, to insure that the drainage flow from his or her Lot remains open and free.
 3. The Association, or its designee, shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything anywhere on his or her Lot that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements.
 4. The easements may not be removed from their intended use by the Association, any Owner or others.
 5. The easements under this Section 3.1.A shall survive the termination of this Declaration.
- B. Maintenance Easement in Favor of the Association. There is hereby reserved to the Association an easement over, on, across, under and through each Lot for the Association's enforcement of the Owners' maintenance obligations under this Declaration or for the Association to perform its maintenance obligations under this Declaration. The easement may not be removed from its intended use by the Association, any Owner or others.
- C. Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Area as from time to time may be intended and designated for such purpose and use. This easement may not be removed from its intended use by the Association, any Owner or others.

Section 4. ASSOCIATION.

4.1 The operation of the Luxury RV Resort is by VACATION INN RESORT OF THE PALM BEACHES, INC., a Florida corporation not-for-profit, which shall perform its functions pursuant to this Declaration, and the following:

- A. Articles of Incorporation. The Amended and Restated Articles of Incorporation of the Association shall be the Articles of Incorporation of the Association attached hereto as Exhibit "A", as amended from time to time.
- B. By-Laws. The Amended and Restated By-Laws of the Association shall be the By-Laws of the Association attached hereto as Exhibit "B", as amended from time to time.
- C. Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Lot shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and By-Laws.
- D. Limitation on Association Liability.
1. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties for which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement (or failure to effect maintenance, repair or replacement) of those Properties for which the Association has responsibility, or damaged due to the failure of the Association to maintain, repair or replace, the Owner shall bear the full risk of loss. The only exception under this Section 4.1.D.1 is where the Association (whether for itself or its contractor or assigns) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). The Association is excused from its ordinary negligence. This Section 4.1.D.1 shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.
 2. The Association shall in no event be liable for any damages resulting from an Owner's breach of his or her maintenance, repair and replacement responsibility under this Declaration.
- E. Board Action. All decisions and powers of the Association as accorded by the Governing Documents and applicable statutes shall be exercised by the Board of Directors without membership approval, unless otherwise provided in the Governing Documents or applicable statutes to the contrary.

screening and approval of prospective lessees and new Owners, no committee member shall have access to personal, legal or financial records of Owners and lessees. The following standing committees are required, in addition to any others approved by the Board of Directors from time to time:

1. Architectural Review Committee – pursuant to Section 8 of this Declaration.
2. Grievance/Hearing Committee - who reviews and considers violations of the Governing Documents and Rules and Regulations; conducts hearings and levies fines or suspensions as warranted.

Section 5. ASSESSMENTS AND LIENS; CHARGES.

The Association has the power to levy and collect assessments against each Lot and Owner in order to provide the necessary funds for proper operation and management of the Luxury RV Resort and for the operation of the Association, including both annual assessments for each Lot's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Lot(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Lot and Owner under the Governing Documents.

5.1 Common Expenses. Common expenses shall include all expenses of the operation, maintenance, repair, replacement or insurance of the Common Area and certain portions of the Lots, water and sewer charges, and shall include the expenses of operating the Association, and any other expenses properly incurred by the Association for the Luxury RV Resort and the Properties, including, but not limited to, any amounts budgeted for the purpose of funding reserve accounts; clean-up, landscaping, maintenance, and maintenance of electronic and any surveillance devices. Common expenses may include bulk rate cable television and telecommunications services, if the Board so chooses.

5.2 Share of Common Expenses. Each Lot shall be assessed on the basis of 1/400 of the common expenses. However, a Charge may be levied against individual Lot(s) as set forth in Section 5.11 below.

5.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her Lot. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Governing Documents or by law.

5.4 Who is Liable for Assessments. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he or she is the Owner and is jointly and severally liable with the previous Owner for all assessments or installments thereon that came due up to the time of transfer of title,

plus past due and current interest, late fees, costs and attorneys fees. Multiple Owners are jointly and severally liable.

5.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of or abandonment of the Lot on which the assessments are made, by interruption in the availability of the Lot for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment.

5.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid may bear interest at the rate of 18% per annum calculated from the date due until paid, or such lesser rate as determined by the Board of Directors from time to time. In addition, any assessments or installments not paid on or before ten (10) days after the date due may result in the imposition of a late fee equal to the higher of \$25.00 or five (5%) percent of the late payment, or if allowed by law a higher sum or such lesser sum as determined by the Board of Directors from time to time. Assessments and installments thereon shall become due, and the Owner may become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

5.7 Liens. The Association has a lien on each Lot securing payment of past due assessments, including late fees, interest and attorneys' and paralegals' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a Claim of Lien in the Public Records, stating the legal description of the Lot, the name of the record Owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

5.8 Priority of Lien.

- A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Lots as result of a mortgage or lien foreclosure shall be as provided in Chapter 720, Florida Statutes, as amended from time to time. The relation back as provided for in Chapter 720, Florida Statutes, as amended from time to time, shall also apply.
- B. Leases. Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

5.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the same manner in which mortgages are foreclosed in the State of Florida and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to receive a reasonable rental from the Owner, pending litigation, for that time period during which the Owner is in possession of the Lot either by himself or herself, or tenants, guests or other occupants; the Association is entitled to an appointment of a receiver, which may be the Association, to collect the rent.

5.10 Certificate As To Assessments. The Association through its designees or attorneys shall provide an estoppel certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid, within fifteen (15) days after request by an Owner, settlement agent or mortgagee. The provisions of Section 720.30851, Florida Statutes, as amended from time to time, shall apply to this subject.

5.11 Charges.

- A. Defined. Each Lot and Owner shall be liable for Charges levied by the Association against the Lot and Owner. Charges shall be deemed to include but not be limited to: fines; maintenance or other services furnished by the Association for the benefit of an Owner; and any other sums other than assessments which are referred to as Charges in the Governing Documents, due and payable as set forth in the invoice from the Association.
- B. Who is Liable for Charges. The Owner of each Lot, regardless of how title was acquired, is liable for all Charges coming due while he or she is the Owner, as well as while his or her predecessors-in-title owned title to the Lot. Multiple Owners are jointly and severally liable.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Any Charges paid on or before ten (10) days after the date due as specified in the notice of Charge from the Association shall not bear interest, but all Charges not so paid shall bear interest at the rate of 18% per annum, calculated from the date due until paid, or such lesser rate as determined by the Board of Directors from time to time. In addition, any Charges or installments not paid on or before ten (10) days after the date due may result in the imposition of a late fee of the higher of \$25.00 or five (5%) percent of the late payment, or such lesser sum as determined by the Board of Directors from time to time. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To Interest, late fees, costs and

attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

- D. Liens. The Association has a lien on each Lot securing payment of past due Charges, including interest, late fees and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the Charges or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a Claim of Lien in the Public Records, stating the legal description of the Lot, the name of the record Owner, the Charges past due and the due dates. The lien is in effect until barred by law. Upon full payment of all sums secured by the Claim of Lien, the person making the payment is entitled to a satisfaction of the lien.

E. Priority of Lien.

1. Rights of Certain Mortgagees. The Association's lien for Charges shall be subordinate and inferior to any recorded first Institutional Mortgage, unless the Association's claim of lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded.
2. Leases. Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.
3. Relation Back. The continuing lien as well as claim of lien of the Association shall relate back to the recording of this Declaration for purposes of obtaining priority over any recorded first non-Institutional Mortgage and the record owner of any lien on any Lot other than the recorded mortgage of an Institutional Mortgagee recorded prior to the recording of the Association's claim of lien.
4. Liability. Notwithstanding the foregoing Institutional Mortgagee priority to the contrary, any mortgagee or other buyer who acquires title to a Lot, regardless of how his or her or its title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Charges, including interest, late fees, costs and paralegals' and attorneys' fees incurred by the Association. These sums include those incurred prior to the acquisition of title.

- F. Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid Charges in the

same manner that mortgages are foreclosed in the State of Florida, and may also bring an action to recover a money judgment for the unpaid Charges without waiving any lien rights, and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegals' and attorneys' fees.

5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, Charges and liens created under this Declaration:

- A. All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

Notwithstanding any provision in this Section 5.12, no land or improvements devoted to Lot use shall be exempt from assessments, Charges or liens.

5.13 Rent Demands. The Association shall be permitted to obtain an assignment of rent and receive rent where an Owner is delinquent in the payment of any monetary obligation to the Association, as provided for in Section 720.3085(8), Florida Statutes, as amended from time to time.

Section 6. USE AND OCCUPANCY RESTRICTIONS. The use and occupancy of the Properties shall be in accordance with the following provisions so long as the Luxury RV Resort exists:

6.1 Use and Occupancy of Lots.

A. General. It is the specific intent of these restrictive covenants to maintain a Luxury RV Resort for recreational vehicles. In that regard, Lots shall be and is reserved and restricted for recreational vehicles, including within such category, modern travel trailers, 5th wheels, and motor homes (other than those described in sub-paragraph (ii) and Paragraph B below); provided, that, such travel trailers, 5th wheels and/or motor homes include their own water supply, holding tank, LP gas (however, LP gas is not required if equipped for all electric operation), and twelve (12) volt power supply.

Owners, their guests, successors and assigns and lessees are prohibited from erecting or placing on any Lot any Permanent or Semi-Permanent Structure, other than those authorized elsewhere in this Declaration, or any vehicle which is designed as permanent living quarters, which prohibited structures include, without limitation, the following:

- (i) screen rooms, carport, metal awnings or any type of permanent extended overhang;

- (ii) motor homes, 5th wheels and/or travel trailers shall not exceed forty-five (45) feet in length as measured at the extreme ends of the unit including hitches or wider than 102" plus slides in their fully installed position or which are not self-contained, notwithstanding that any city, county, state or federal

government or agency, each as applicable, identifies or licenses such motor homes, 5th wheels or trailers prohibited in this sub-paragraph (ii) as "recreation vehicles";

(iii) mobile homes;

(iv) any structure which cannot be transported within the pulling vehicle or the vehicle installed on the Lot itself;

(v) any structure placed on the Lot on blocks, or other supports which are permanent or semi-permanent in nature or any structure with removed hitches;

(vi) any structure not intended to be temporary or that is not readily movable or mobile; and

(vii) any structure designed, intended or used as permanent living quarters.

Provided, this Section 6.1 is not intended to prohibit or limit the utilization of otherwise permissible recreation vehicles as described above in the first paragraph of Paragraph A above which might also have to utilize ancillary sewer and water facilities provided at the Lot. It is the declared intent to exclude mobile homes from being placed on any Lot; and to create and maintain an area designated for maximum beauty and benefit of Owners. Provided, further, that tables, benches, grills may be erected, but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other Owners or visitors to the area, except when the Lot is actually in use; provided further, however, that the foregoing shall not apply to any permissible vehicle or trailer which may be allowed to remain on the Lot even though not in use. There is prohibited the construction and maintenance of fences, screens or radio and TV antennas on the Lot; provided, that nothing herein shall prohibit the erection of flagpoles approved pursuant to Section 8.6 hereof. Satellite TV antennas are though permitted as per applicable law. Vegetable gardening is prohibited; otherwise, landscaping is permissible subject to the prior written approval of the Manager. Only one (1) permissible recreational vehicle may be located or maintained on each Lot. No storage is permitted beneath any recreational vehicle unless concealed by acceptable perimeter skirting as defined in Section 6.1.B.9 below.

B. Additional Restrictions applicable to RVs at the Luxury RV Resort.

1. Acceptable recreation vehicles (RVs) shall be limited to ten (10) years of age at the time of the recreational vehicle's initial placement on a Lot, and when replaced, must not be more than ten (10) years old to gain entry into the Luxury RV Resort. The Board of Directors is hereby authorized to issue successive 3-year written permits for units older than (10) years so long as the unit condition and appearance do not detract from the stated intension to maintain a Luxury RV Resort.
2. All slide-outs shall be self-supporting.

3. All RVs shall have fully inflated tires and all wheels installed and operational at all times.
4. All RVs shall have both one-hundred-ten (110) volt and twelve (12) volt electrical systems as normally found in self-contained RVs.
5. All RVs shall have a marine/RV toilet with separate black and grey water holding tanks.
6. The operation of diesel fired aqua hot water heaters shall be permitted on a Lot if not a nuisance to other Owners and Occupants.
7. All RVs shall be fully operational and maintained in ready-to-move condition at all times.
8. Skirting of an RV shall be limited to a solid color canvas or vinyl fabric of a type and design that is commonly used at Vacation Inn Resort as determined by the Board by rule, from time to time, and shall have written approval of the Luxury RV Resort Manager before installation.
9. Prohibited RVs include but are not limited to folding camping trailers (pop-up tent trailers) and truck campers or any camper having a foldout/pullout with soft top or side. Any unit which would be considered bizarre (as such term is defined in the dictionary) by persons familiar with the normal configuration (such as, but not limited to, shape, contour or outline) of such units shall be prohibited. Any unit identified as a "park model", "park trailer", "destination trailer", or similar unit by either the manufacturer or the Luxury RV Resort Manager or the Board by rule, from time to time, shall be prohibited. Such trailers are further identified as frequently having, but not limited to removable hitches, sliding glass doors, lack of self contained features, residential style windows and lighting fixtures. Existing destination trailers situated on Lots 31 and 215 as of the date of the recording of this Declaration shall be allowed to remain until such trailers or Lot(s) are sold, whichever comes first, at such time as they shall be permanently removed from the Luxury RV Resort. The Grandfather Provision described in Section 17 shall apply.

While Class B units (commonly known as van campers or conversion vans) are permitted, if they occupy a Lot with another acceptable RV, they may not be used for any purpose other than transportation.

C. Placement Parameters of RVs on Lots.

1. Support blocks for stabilizing jacks of solid concrete material shall be permitted provided they are not permanent in nature.
2. The recreational vehicle rear overhang on back-to-back Lots shall be at least three feet (3') from the rear Lot line as platted.

3. The recreational vehicle rear overhang on perimeter Lots shall be at least one foot (1') from the rear Lot line as platted, or one foot (1') from any fixed improvement such as a sidewalk, whichever is more restrictive.
 4. Recreational Vehicle slide outs shall not extend more than three feet (3') beyond the edge of the original concrete pad if the pad is still in place; otherwise not closer than one foot (1') from the Lot line as platted.
- D. RV Condition and Appearance Criteria. In addition to items previously listed, specific criteria shall include but not be limited to the following:
1. Exterior surfaces shall be maintained so as to be free of algae, mold or mildew, significant black streaking and free of severe chalking or fading. Applied graphics shall be properly adhered and free of severe fading or alligator effect.
 2. Jacking mechanisms and undercarriage supports provided by the manufacturer shall be maintained in good operable condition, without rusting.
 3. Exterior additions to the RV such as patio and window awnings, slide out room covers, etc., shall be mechanically operable, free of tearing, and not excessively faded. Perimeter skirting and window sun screen material shall be applied in a professional manner and be free of tearing. Permanently attached ladders shall be mechanically sound and free of significant surface deterioration.
 4. Interior window treatments, blinds, shades, etc., visible from the outside shall not detract from the overall appearance of the recreational vehicle.
- E. Compliance. All recreational vehicles will be inspected by the Association at least once per calendar year to determine continued compliance hereof. Problems may be documented in an advisory letter to the vehicle owner and/or occupant describing the nature of the problem and the need for compliance within a time frame consistent with the required work. The Luxury RV Resort Manager may issue a violation notice requiring corrective action within a period consistent with the required work as may be determined by the Board from time to time.
- F. Guests. All guests must register and comply with the Governing Documents and Rules and Regulations of the Association. Any guest who stays for a period of under two (2) consecutive weeks per calendar year shall be permitted, only if registered and approved by the Luxury RV Resort Manager. Guest stays in excess of this limitation each year will be permitted only upon registration as stated above and the prior written approval of the Board of Directors. Any guest registration referred to in this Paragraph F and any registration fee which fee is authorized hereby and which shall be a Charge shall be determined in such amount and require such information as may be determined by the Board from time to time. A person cannot qualify as a guest if he/she pays any charge, fee or other consideration to the Owner, directly or indirectly for the privilege of occupying the Lot. Such charges, fee or other consideration constitutes a

prohibited rental no matter if the same should be called a "contribution", "voluntary gift", "reimbursement for Lot expenses", or the like. In all instances, except as noted below, where a guest shall occupy a Lot, a written affidavit shall be signed by both the Owner and guest(s) that the guest(s) is/are not directly or indirectly paying the Owner any charge, fee or other consideration for the use of the Lot, no matter if such charge, fee or other consideration includes but is not limited to the performance, service or the exchange of any other considerations to the Owner in connection with such presence or occupancy. Guests residing directly with and in the Lot Owner's Recreation Vehicle for a period of less than two (2) weeks shall be exempt from the aforementioned affidavit requirement.

6.2 Pets.

A. Owners and tenants are permitted to have pets as a privilege, but only as follows:

1. No pet shall be permitted on any Lot, except for two (2) cats or two (2) dogs or one of each; birds in cages in reasonable numbers and kept inside of the Recreation Vehicle (RV) and fish in tanks kept in the RV. No such pet shall be bred or kept for commercial purposes, nor shall the number of pets exceed any applicable zoning regulations, and no dog shall be a Dangerous Dog as defined in Section 1.11 above.
2. When outside of the Lot, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash. No cats or dogs shall be permitted to run at large outside the Lot.
3. The owner/custodian of each pet and/or the individual walking same, shall be required to clean up after the pet and appropriately dispose of all solid waste in a sanitary manner.
4. The owner/custodian of the pet shall remove his or her pet from the Luxury RV Resort when such pet emits excessive noise such that same may be heard outside of the Lot.
5. The pet owner and the Owner of the Lot involved shall be strictly liable for damages caused by the pet to the Luxury RV Resort.
6. Any pet owner's privilege to have a pet reside in the Luxury RV Resort shall be revoked if the pet creates a nuisance or becomes a nuisance or poses a danger to person or property. Dangerous behavior by a dog shall be as defined in Section 1.11 as a Dangerous Dog.
7. No Owner or occupant may walk a pet on another's Lot.
8. No pets are permitted in Association buildings.
9. Other exotic animals such as but not limited to: Snakes, Parrots, Lizards, Iguanas, Scorpions, Tarantulas, Monkeys, Pigs, Skunks, Raccoons, Lions, Tigers will not be permitted in the Luxury RV Resort.

10. Other exotic animals can be added to this list and revised from time to time by the Board and included in the Rules and Regulations.

6.3 Vehicles and Parking. The following restrictions apply:

A. On Lots.

1. No more than one (1) RV unit and one (1) car or truck and two (2) motorcycles/mopeds or one (1) motorcycle/moped and one (1) golf cart shall be permitted on any given Lot.
2. Motorcycles and golf carts may be parked or stored on the patio portion of the Lot paving.
3. No vehicle(s) shall be parked on the grass area of any Lot or any adjacent grass area at any time.
4. No vehicle(s) shall be parked on the Lot of another Owner without written permission of that Owner on file at the Luxury RV Resort office.

B. Parking in Common Areas.

1. Parking spaces at each bathhouse/laundry, Luxury RV Resort office, swimming pools, tennis courts and other common areas shall be used in accordance with the signage thereon and shall be subject to the restrictions indicated in the Rules and Regulations.
2. No vehicles shall be parked longer than twenty-four (24) hours in the common area parking areas unless specific written authorization has been obtained from the Luxury RV Resort office. In the absence of a specific written authorization, moving a vehicle every twenty-four (24) hours to a different common parking area space shall be deemed to be a violation of this provision.
3. Parking on any street or public right of way for a period of more than 15 minutes shall be prohibited.

C. Car Dollies. Car dollies and other towing apparatus may be placed to the rear of the RV only. At no time shall the same be placed upon the grass or patio area.

D. Golf Carts.

1. All golf carts shall be electrically powered and the use be limited to the transportation of persons with restricted mobility only, upon the approval in writing of the Luxury RV Resort Manager.
2. The person(s) having restricted mobility shall be in the golf cart at all times during its operation.
3. All golf carts shall have headlights and rear reflectors.

4. All golf carts shall be legally parked as provided in this Declaration and shall not be parked on the grass at any time.

E. Bicycles.

1. All bicycles shall be operated in accordance with the traffic rules and regulations in effect in the Luxury RV Resort as determined by the Board from time to time.
2. All bicycles shall have a headlight and rear reflector when operated after dusk.

F. Motorized Cycles.

1. All motorcycles shall be operated only by a licensed driver and shall have current license plates.
2. All motorcycles shall be covered by proper liability insurance.
3. Motorcycles shall not be operated between the hours of 10:00 p.m. and 8:00 a.m. except for purposes of traveling directly between a Lot and the main gate.
4. All motorcycles and scooters shall have muffler systems, which meet the noise abatement requirements of Palm Beach County and shall respect quiet hours.

G. Skateboards, Roller Skates, Roller Blades and Cruisers

1. The use of skateboards, cruisers or similar device within the Luxury RV Resort shall be prohibited.
2. Roller skates and roller blades shall not be permitted on any sidewalk within the Luxury RV Resort.
3. The use of roller blades and/or roller skates shall be prohibited from sunset until sunrise.

H. Except for Association Personnel or Contractors or Delivery or Service Vehicles for the Period of the Delivery or Service, Commercial Vehicles are prohibited in the Luxury RV Resort. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view such as portable generators, welding equipment, ladders or ladder racks. Actual use of the vehicle shall yield to its outward appearance. A police or official vehicle shall not be considered to be a "commercial vehicle". Notwithstanding the foregoing to the contrary, a pickup truck may contain a good working condition tool box in the truck bed.

- I. Repairs. No repair of a vehicle shall be made on Properties except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted.

- J. Remedy of Towing. If upon the Association's provision of that certain notice required by Section 715.07, F.S., and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Properties, the Association shall have the power and right to have the vehicle towed away at the vehicle owner's expense.
- K. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 6.3 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 6.3.
- 6.4 Nuisances, Ordinances and Laws. No Owner, Occupant or Guest shall use any of the Luxury RV Resort, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Lot(s), or which would not be consistent with the maintenance of the highest standards for a first class recreational vehicle development, nor permit the Luxury RV Resort to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. The use of each Lot shall be consistent with existing ordinances and laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. Televisions, radios and musical instruments may only be used at such times and at such volume so as not to create a disturbance for other Owners and Residents.
- A. Quiet hours shall be maintained from 10:00 p.m. until 8:00 a.m. each day, with the exception of functions at the recreation hall that are sponsored by the Association or any one of its committees or designees.
- B. Pressure washing, cleaning of pads, cutting of trees or operation of noisy power equipment shall be limited to the period of 8:00 a.m. to 5:00 p.m. on Monday through Saturday, and at no time on Sunday.
- C. Campfires and/or burning of natural material shall be absolutely prohibited. Gas grills and gas campfire burners shall be permitted, provided that same shall be freestanding.
- D. Smoking is prohibited in all common area buildings, but shall be permitted only in designated areas outside of buildings. Smokers shall use the provided receptacles to discard all smoking material.
- 6.5 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this Section.

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation or permitted by the applicable zoning code.
- B. The practice of leasing Lots by the Association through its rental program as described in Section 11 hereof.
- C. The business of operating the Association.

- 6.6 Solicitation. No business solicitation whatsoever shall be permitted in the Luxury RV Resort, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters. This shall not preclude an owner from inviting a person or firm to enter the Luxury RV Resort for the purpose of contracting business with the Owner.
- 6.7 Sanitation. Sewage disposal from a Lot shall be means of an industry accepted sewer hose attached to the sewage system at the Campsite. All sewer hoses shall be sealed by an industry accepted device at the point of connection to the system. Discharge of effluents and/or chemicals of any kind or nature upon the ground shall be absolutely prohibited. Depositing items other than tissue paper into the sewer system through either the RV holding tank or bathhouse toilets shall be prohibited.
- 6.8 Trash and Garbage. Trash, nominal amounts of yard waste and Garbage. All such refuse shall be subject to the rules and regulation. All construction waste material, trees and large volumes of vegetative material shall be cleaned up and removed at the Owner's expense within twenty-four (24) hours after same is accumulated.
- 6.9 Registration. All vehicles and recreational vehicles shall be registered at the Association office and shall bear an identification decal or other identification issued by the Association. All renters and overnight guests shall register at the Association office immediately upon entry into the Luxury RV Resort. In situations where the office is closed, registration must take place on the next business day. Renters and overnight guests shall display the provided decal or pass both on the vehicle and/or recreational vehicle at all times.
- 6.10 Security Gate Access. The security gate shall be operated using either a special card or a remote transmitter obtained from the Association office. Cards and remote transmitters are Lot number identified. Cards shall be given to new Owners and turned over to the Association office when the Lot is sold. Remote transmitters may be purchased from the Association Office at a cost to be determined by the Board from time to time with such amounts to be collected by the Manager. The use of a gate-access device by other than immediate family members, or registered renter or overnight guest, shall be prohibited.
- 6.11 Leasing of Lot. The Association shall have the exclusive right, in the absence of use by the Owner or his or her registered and approved guest, to rent the Lot at

scheduled rates promulgated from time to time by the Board. A person cannot qualify as a guest of the Lot Owner if he or she pays any charge, fee or other form of consideration to the Lot Owner, directly or indirectly for the privilege of occupying the Lot. Such charge or fee constitutes prohibited rental no matter if the same should be called a "contribution", "voluntary gift," "reimbursement for lot expenses" or the like, and is in violation of this provision. Notwithstanding the foregoing, nothing herein contained shall require Lot Owners to make his or her Lot available for rent; provided, however, that in no event shall Lot Owners have the right to self-rent a Lot since the exclusive right to rent a Lot remains with the Association, with any and all Lot rentals occurring through the Association as described in this Section 6.11, together with any related Association rules and regulations.

The Association shall collect and retain for its services twenty-five percent (25%) of the gross amount of rental collected on any Lot with the remaining seventy-five percent (75%) reserved for the benefit of and remitted to the Owner. Notwithstanding the foregoing, the Board of Directors is authorized to determine the percentage retained by the Association as well as the percentage amount remitted to an Owner by Rule and Regulation as the Board determines is appropriate from time to time without the need to amend this Declaration; provided, however, that the percentage retained by the Association may not be less than 25% of the gross amount of rental collection on any Lot. As partial consideration for the aforesaid, the Association shall undertake an advertising program to promote the rental of Lots. This exclusive right of the Association to rent Lots which are a part of this Declaration shall be binding on each Owner, his or her agents, representatives, successors, assigns, servants, and employees and persons working in concert with him or her, directly and indirectly. The Association and Owners recognize and hereby specifically agree to the rights granted to the Association herein, which rights being exclusive in nature are essential to the preservation of the integrity of the overall rental program administered by the Association.

- A. The Board of Directors is hereby authorized to adopt rules and regulations to effectuate and implement the Luxury RV Resort rental program. Self-rentals by Lot Owners shall be and is prohibited. All Lot rentals shall be processed through the Luxury RV Resort brokerage office.
- B. Rental must be paid for the entire occupancy period at the published promulgated rate, which shall be established by the Board of Directors from year to year. By way of example, but without limitation, rent must be paid at such published rates for each and every applicable period, or any portion thereof. In no event is there or can there be a period of occupancy where no rent is charged consistent with the published rates.
- C. A Lot Owner shall refer anyone requesting rental of their Lot to the Luxury RV Resort brokerage. Any and all payments and arrangements shall be processed through the Luxury RV Resort brokerage office.
- D. Lot Owners shall be required to provide the forms necessary and requisite under the IRS code of the United States of America. (e.g. W-9, W8-ECI and W8-BEN

by way of example and not by way of limitation) in connection with the rentals of Lots.

- E. Owners and renters shall provide and/or have on file with the Luxury RV Resort brokerage office releases and/or acknowledgments as part of the Rental Program and/or the rental of recreational vehicles. Forms of the releases and/or acknowledgments shall be available at the Luxury RV Resort brokerage office.
 - F. Subletting shall not be and is not permitted.
 - G. Owners are encouraged to carry rental liability insurance.
 - H. The assignment of Lot rentals shall be as equitable as possible, recognizing renters may request specific Lots, specific sections or have special access requirements. The Luxury RV Resort brokerage office shall first try to honor requests by renters for specific Lots and thereafter assign Lot rentals on a random basis provided, however, Lots may not be consecutively selected for rental so as to avoid any appearance of selectivity relating to Lot assignments unless specifically requested by the renter and the Lot is available.
 - I. The maximum number of persons in a rental party shall be five (5). The number of day visitors shall not exceed the number of persons allowed in the rental party without written permission from the Luxury RV Resort Manager.
 - J. A renter shall be limited to 180 nights in any twelve (12) month period. Stays shall be in compliance with Chapter 513, Florida Statutes.
 - K. Upon arrival, renters shall register and sign all documents required by the Luxury RV Resort brokerage.
- 6.12 Ownership and Transfer of Ownership of Lots. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitation the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot shall be subject to the following provisions so long as the Luxury RV Resort exists, which provisions each Owner of a Lot agrees to observe.

A. Lot Ownership.

Lot ownership in the Luxury RV Resort is limited to a maximum of five (5) Lots by any entity, including but not limited to, individuals, couples, immediate family members, trusts, investor groups, and corporations including their affiliates.

B. Transfer of Ownership of Lots.

Owners shall notify the Resort Manager in writing immediately upon knowledge of a pending transfer of a Lot. The Resort Manager shall immediately thereafter

perform or order an inspection of the Lot for any violations of the Governing Documents and/or the Rules and Regulations. A report listing any violations of the foregoing, if any, shall be prepared and delivered to the Lot Owner and corrective action shall be requested by the existing Lot Owner prior to Lot transfer. If first knowledge of a pending Lot transfer results from an estoppels request, the aforementioned procedure shall be followed, and a copy of the discrepancy report shall accompany the estoppels certificate when returned. In those cases where Lot ownership is transferred prior to the Resort Manager being notified, the aforementioned procedure shall be performed and the inspection report delivered to the new Owner with corrective action requested by the then Owner.

- 6.13 Storm Precautions. During the hurricane season, when an Owner or Occupant is absent from the Lot for a period of ten (10) days or longer, the Owner or Occupant must remove furniture, potted plants and other objects from any areas outside of the Recreational Vehicle. The alternative to removal of furniture, grills and similar objects is to tie them down in a manner consistent with hurricane standards.
- 6.14 Hazardous Materials. No toxic waste, chemical pollutant, contaminant or other form of "hazardous waste" as defined under any Federal, State, County or City codes and ordinances, shall be used, generated or permitted within any portion of the Properties, except in strict conformance with such laws, and each Owner and Occupant, and their family members, guests and invitees shall be responsible for complying with such laws, statutes, ordinances and other restrictions, including any regulations promulgated by any governmental agencies.

Section 7. MAINTENANCE, REPAIR AND REPLACEMENT; ASSOCIATION ALTERATIONS. Responsibility for the maintenance, repair, replacement and alterations of the Properties shall be as follows, except that reconstruction and repair after casualty shall instead be governed by the provisions of Section 10 below.

- 7.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the Association shall maintain, repair and replace the entirety of the Luxury RV Resort, but not recreational vehicles placed on the Lots, and Owners' Lot improvements, and not the following: Concrete or paver pads, including pressure cleaning and washing, utility service boxes, other owner installed improvements such as, but not limited to, patio lighting on the Lot, installation of landscape materials, prohibited landscape species as stated in Section 8.6.S.6 below and removal of dead and/or diseased landscaping material. As to large tree trimming, the Association shall be responsible for trimming all palm trees over 16-feet in height annually, and Owners shall be responsible for trimming all other large trees annually using duly licensed and insured professional tree service company.

7.2 Maintenance by Owners. Each Owner is responsible, at his own expense, for the maintenance, repair and replacement of his or her Recreational Vehicle and all Owners' Lot improvements not specified to be the responsibility of the Association under Section 7.1 above. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure good and quality condition, as set forth in Section 6.1.E above. All pads, patios and other landscape barriers shall be thoroughly cleaned so as to be free of all mold, algae and dirt as needed and no later than December 15th of each calendar year. Lots not completely cleaned by December 15th shall be cleaned by the Luxury RV Resort using a commercial cleaning contractor at the prevailing rate at the time. The cost shall be charged to the individual Owner as a Charge by the Luxury RV Resort.

7.3 Association Alterations and Improvements. Subject to the provisions of Section 9 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the Properties which are approved by the Board of Directors; provided however, if the cost to the Association of same shall exceed two (2%) percent of the annual budget, then the alteration or improvement may not be made unless approved by not less than two-thirds (2/3) of the voting interests of those members of the Association present in person and by proxy at a membership meeting. Notwithstanding the foregoing to the contrary, in the event that any alteration or improvement is necessary in the maintenance, repair and replacement or protection of the Owners or Occupants, then such alteration or improvement shall not require the approval of the Owners as provided for in this Section 7.3.

Section 8. ARCHITECTURAL REVIEW COMMITTEE (ARC). ADDITIONS, ALTERATIONS, IMPROVEMENTS TO LOTS AND STRUCTURES.

8.1 Scope: The Owners of each and every Lot by acceptance of title thereof shall not permit an exterior improvement of any kind to be placed, erected, or altered until the plans and specifications have been submitted to and approved in writing by the ARC.

8.2 Powers of the Board of Directors

A. Appointment of the Architectural Review Committee: The Board of Directors shall appoint an Architectural Review Committee (hereafter referred to as "ARC"). The ARC shall be a standing committee of Vacation Inn Resort of the Palm Beaches, Inc. A Chairperson shall be appointed by the Board to oversee ARC. The Chairperson and/or his/her designee shall attend all Board meetings for the purpose of addressing ARC issues. ARC is hereby granted the authority and rights by the Board of Directors only as described in Section 8.3 herein. ARC's primary functions are to monitor compliance with architectural and related provisions in the Governing Documents and to evaluate and ensure Owners' requests for exterior alterations comply with this Declaration and any architectural guideline adopted by the Board of Directors from time to time. The ultimate goal of ARC is to maintain Luxury RV Resort-wide standards and the property values of the Luxury RV Resort. The Board of Directors from time to time, shall adopt an application ("Architectural Application Permit"). The ARC

function may be delegated to the Luxury RV Resort Manager or other qualified person(s) at such times as the Committee Members are unavailable whose delegation is authorized hereunder notwithstanding his or her employment with the Association.

- B. Decision Required: The ARC shall have the authority to approve or disapprove in writing all plans and specifications within fifteen (15) business days after the Owner submits an Architectural Application Permit and all information necessary for the Board of Directors or ARC, as applicable, to render its decision under this Section 8.

1. In the event that the ARC fails to take any action within the specified time period, the Lot Owner shall be provided with direct access to the Board President or his designee who will investigate the reason for the delay within three (3) business days. He shall then be immediately advised of the reason for the delay, or be authorized to proceed with project.
2. In the event that the ARC disapproves any plans and specifications submitted to it, the Association shall so notify the Owner in writing within the fifteen (15) business day deadline, stating the grounds upon which the disapproval was based.

- C. Right of Entry: The Board of Directors and/or their appointed agent/s may with or without reasonable notice to the Owner enter upon any Lot within the Luxury RV Resort for the purpose of inspection as it relates to compliance with Section 8 or any other provision in the Governing Documents. This right of entry is in addition to that provided for in Section 12.2 of this Declaration.

- D. Discretion of Board: The Board of Directors may from time to time adopt architectural guidelines that are consistent with this Declaration and without the need to amend this Declaration, providing they do not violate Federal, State, County or Local Building and Zoning Ordinances or Codes, or the Declaration. All such architectural guidelines shall be recorded in the Public Records of the County.

- 8.3 Architectural Review Committee: The primary functions of the ARC are to monitor compliance with the enumerated architectural and related provisions in the Governing Documents, evaluate and approve or disapprove Owners' requests for exterior alterations and improvements based on compliance with Section 8 of this Declaration.

- A. ARC will be composed of a Chairperson and two (2) to four (4) members preferably with a landscape background. Such members shall be selected by the Chairperson with the approval of the Board of Directors.

1. The chairperson and members may or may not be a Board member. Any member that is otherwise compensated as an Association employee is nevertheless authorized to serve on the ARC within the broadest meaning allowed pursuant to applicable law.

2. Requires a committee majority vote of those present to approve or disapprove an Architectural Application Permit.

B. ARC will review the plans and specifications to ensure they conform to Section 8.

8.4 Architectural Permit Application and Permit Procedures. The following is the procedure for any Owner considering any exterior revisions, additions, or alterations to a Lot:

A. The Owner must obtain an Architectural Permit Application from the Association Office, complete same and attach all supporting documentation to include; drawing/s of proposed changes if applicable, contractors name if applicable, and a current survey, defined as one which is either less than six (6) months old or otherwise accurately depicts the configuration of all existing concrete and pavers in relation to the lot lines, if requesting concrete/paver installation then mail, email or hand deliver the application to the Association office. After recordation, the Application will be provided to the ARC Chairperson or his designee.

B. Upon receipt of a completed Architectural Permit Application, the Lot will be visited by a minimum of two (2) members of the ARC, allowing them the opportunity to verify the proposed alteration.

C. ARC shall meet to consider the proposal and recommend approval or disapproval of the request, as authorized in this Section 8.

1. Approval. Once an approved Architectural Permit Application has been received by the Owner, work may be commenced consistent with plan details submitted in accordance with Section 8.4.A and applicable architectural guidelines.

2. Disapproval. Should the ARC disapprove the proposed alternation for any reason, the ARC shall outline the basis for its decision in writing within fifteen (15) business days of receipt of the Architectural Permit Application and all information required to the Owner.

D. Appeal to Board of Directors:

1. Should the Owner disagree with the decision of ARC, the Owner may request a meeting with the Board of Directors. The Board of Directors has the authority to overrule the decision rendered by ARC if it feels it is in the best interest of the Luxury RV Resort and does not conflict with Federal, State, County or the City of Riviera Beach Building and Zoning Ordinances and Codes, or any provision of this Declaration.

2. The Chairperson and/or his/her designee of ARC shall be present when the item is scheduled for consideration by the Board of Directors in order to clarify the recommendation.

E. It is the sole responsibility of the Owner to notify ARC in writing upon completion of the project.

8.5 Review Criteria. ARC and/or the Board of Directors may disapprove any plans submitted to it or require modifications to same, for any one or more of the following reasons:

1. Failure of such plans to comply with any of the protective covenants, conditions and restrictions contained in this Declaration and architectural guidelines adopted from time to time by the Board of Directors.
2. Failure to include information in such plans as requested by ARC and/or the Board of Directors;

8.6 Architectural Standards. The following architectural standards shall apply:

A. Flags and Flag Poles. United States (US) Flags and those representing other entities such as but not limited to the State of Florida, the US Armed Services and Colleges may be displayed in accordance with the US Flag Code (section 285b of title 2 of the US Code). Flags of other countries are permitted, but if displayed with a US Flag, should be in accordance with the US Flag Code. Flags shall be flown on only those flag pole structures approved by ARC in accordance with this Section 8 hereof or allowed by Chapter 720, F.S. Such flag pole structures shall nevertheless be erected in accordance with the following criteria: Ground mounted flag poles shall be installed in a ground sleeve secured in a concrete base of at least two (2) feet in depth. If a ground sleeve is not used, the pole shall permanently installed in a similar concrete base as defined herein. The maximum permitted height is twenty (20) feet and the pole must be of either jointed or telescoping construction. All such poles shall be either lowered to the minimum possible height and secured or removed when the Lot owner either departs the resort for the summer season or a hurricane warning is issued. The normal setback distance from the street is eight (8) feet but may be modified by the ARC.

B. Access Ramp for a Disabled Person. An access ramp shall be permitted on any Lot where the occupant has a documented medical necessity or disability that requires a ramp for egress and ingress in accordance with applicable law.

C. Permitted Signs. The only permitted signs are as follows:

1. Association notices.
2. Items for sale, by Owners, may be posted on the laundry room bulletin board on Association-issued 3" x 5" cards only. Sale prices may be included for any item, except for the sale of Lots.
3. Signs on vehicles are prohibited.

- D. Solar Collectors and Other Energy Devices. An Owner shall be permitted to install solar collectors or other energy devices, subject to the prior written approval of the ARC and subject to Section 163.04, F.S.
- E. Holiday Decorations shall be permitted thirty (30) days before the holiday and removed ten (10) days after the holiday. White string lights shall be permitted all year around.
- F. Clothing and Clotheslines. No clothing or clotheslines shall be hung in view to other Lots or streets.
- G. Satellite Dishes. There shall be no satellite dishes installed without prior written approval from the ARC Committee.
1. Satellite dishes not to exceed the size which is protected by the Federal Telecommunications Act of 1996, as amended from time to time, may be placed on the Lot in the following order of priority, assuming that a quality signal can be achieved in the location of the highest priority:
 2. Mounted on the rear of the Lot.
 3. Mounted on the side of the Lot.
 4. Mounted on the front of the Lot.
 5. TV Antennas are not permitted to be displayed except on the Recreational Vehicle.
- H. Ham Radios. Ham radio users must adhere to the Federal Communications Commission (FCC) Amendment of Part 97 of the Commission's Rules Regarding Amateur Radio Service Communications during a Federal, State or Local Disaster.
- I. Outdoor Kitchens. Outdoor kitchens shall be permitted, but must be constructed on a pad only in the rear of the Lot and not greater than sixty-five feet (65') from the street, must be either a permanent structure on the Lot and be anchored, or be removed for the summer season. Any liquid waste discharged from an outdoor kitchen must be emptied directly into the Luxury RV Resort sewerage system as required by Chapter 513.08, F.S.
- J. Intersections. No improvement on a Lot shall block the line of sight at any intersection.
- K. Storage Box. Only one storage box shall be permitted on a Lot, subject to the restrictions indicated in the Rules and Regulations.
- L. Decorative Features. Decorative features, such as fountains, statues, arbors and potted plants, shall be permitted but subject to the Rules and Regulations. They shall be placed at a minimal distance of 10' feet from the street and not exceed 5' feet in height.

- M. Wooden Structures. Wooden structures are prohibited. However, existing wooden structures/picnic platforms installed on lots 205, 295 and 297 shall be allowed subject to the General Grandfather Provisions defined in Section 17 hereof.
- N. Awnings and Sunscreens. Awnings and sunscreens on Recreational Vehicles shall be permitted. Temporary umbrella type coverings are permitted on patio areas. Stand-alone screen tents/rooms/gazebos or dining flies shall be prohibited.
- O. Patio Appliances. Additional outside patio appliances shall be limited to one (1) small patio refrigerator.
- P. Screen Rooms. Screen rooms are prohibited. However, existing screen rooms on lots 202, 208, 518 and 533 shall be allowed, but cannot be subject to major repair. Major repairs, including structural repair or reinforcement, will require the screen room to be permanently removed. General Grandfather Provisions defined in Section 17 shall also apply.
- Q. Coatings of Pad/Patio/Walkway/Driveways. There shall be no color or texture added on any concrete or block or pavers on any Lot until an appropriate written plan has been filed with the ARC and the Luxury RV Resort Manager's approval stamped thereon. Color sealing and/or coating of pads, patios, walkways and/or driveways shall be allowed, subject to the limitations in Section 8.6.R below, and to the following conditions:
1. The entire pad, patio, walkway and/or driveway shall be coated in a complete and consistent manner. The permitted colors are as defined in the Rules and Regulations. All driveways shall be concrete, pavers or similar material, but asphalt shall be prohibited.
 2. The installation shall be performed only by a licensed and insured Florida professional installer recognized as specializing in the sealing, colorization and finishing of concrete products.
 3. Only Association-approved manufacturer's products shall be allowed.
 4. All installations shall be of high quality and promptly completed.
 5. The Owner(s) shall be responsible for an acceptable finished product as described in the approved Architectural Permit Application.
- R. Size Restrictions of Pad and Patio. There shall be no addition, modification, alteration or removal of any concrete or block or pavers on any Lot until an Architectural Application has been submitted with a valid survey provided by a licensed surveyor from the Owner to the Luxury RV Resort Manager and an approved permit has been returned to the Owner. Upon completion of any paving work, the surveyor shall determine and prepare a written statement certified to the Association as to the total number of square feet of paved

surfaces present on the Lot, which written statement must be provided to the Luxury RV Resort Manager.

Owners may request the addition of concrete and/or pavers (a.k.a. cement stepping blocks) to expand the size of their driveways and patio with the following caveats:

1. The improved or impervious surface, except vegetative material, shall not exceed sixty-five percent (65%) for Pavers and fifty-five 55% for concrete of the total square footage of the Lot.
2. For the purpose of this rule, the term impervious surface includes but is not limited to concrete pavers, paving stones, patio blocks or other man-made materials. Impervious surface does not mean or include synthetic mulches.
3. All additions (concrete, pavers, etc.) shall be constructed to allow for proper drainage.
4. The set back requirements from the property lines, for impervious surfaces shall be a minimum one (1) foot on either side of the lot and a minimum of three (3) feet at the rear. Irrespective of any approved parking pad extension, a minimum of six (6) feet shall be maintained between the rear of any two adjacent Recreational Vehicle units.
5. If any concrete, pavers or impervious surface beyond the size of the original installation is added by the Owner, the Luxury RV Resort may at any time remove concrete, pavers and/or impervious cover to gain access to utility lines. Removal and replacement of any additions shall be charged to the Owner as a Charge. If utility lines are located under the original parking pad or patio, removal and replacement shall be performed at the Association's expense.
6. The following statement shall be included (in bold type and signed by the Owner) on the Architectural Permit Application requesting expansion of parking pad and/or patio size. "The work is approved with the understanding and agreement on the part of the Owner that the Luxury RV Resort may at any time remove concrete, pavers and/or impervious covering to gain access to utility lines. Removal and replacement of any addition shall be charged to the Owner as a Charge.
8. Landscaping, Plants and Trees. There shall be no landscaping, shrubs, shrubbery or trees installed or removed without prior written approval from the ARC Committee.
 1. Hedge material shall be maintained as closely as possible to a maximum of six feet (6') in height and three feet (3') in width on Owner's Lot(s). The set back requirement from the street shall be six feet (6'), except for

corner lots which shall be governed by a best judgment by the ARC as to the related pedestrian and vehicle safety concerns.

2. Overgrown plantings on the Lots shall be prohibited.
3. Dead or diseased trees, shrubbery and vegetation shall be removed in a timely fashion by the Owner, and if an Owner chooses to remove other landscape material, same shall be accomplished at the Owner's expense.
4. Edging material of a commercially available type specifically designed for use as a border shall be permitted provided that the same shall not be higher than eighteen inches (18") above the ground. The set back requirement from the street shall be three feet (3') and one foot (1) from the side and rear property lines. Decorative features shall be of commercially available concrete or brick. The use of wood, pegs or wood material as edging shall be prohibited.
5. The use of aggregate or stones smaller than two inches (2") within surrounding planting areas or elsewhere on Lots shall be prohibited.
6. Owners' removal of trees taller than sixteen feet (16') feet shall be by an insured contractor. Stumps shall be removed to below ground level. The Owner shall be responsible for the removal of all residual material.

Prohibited Landscaping Planting. The following species of trees, plants and/or other vegetation shall not be planted or brought into the Luxury RV Resort in any form: Any fruit tree or vegetable producing plant, Melaleuca, Punk Tree or Paper Tree (*Melaleuca QuinqueneR.V.ia*), Brazilian Pepper or Florida Holly (*Schinus Teribinthifolius*), Australian Pine (*Casuarina* Spp.), Earleaf Acacia (*Acacia Auriculiformis*), Kudzu (*Pueraria Montana* [P. Lobata]), Small Leaf Climbing Fern (*Lygodium Microphyllum*), Air Potato Vine (*Dioscorea Bulbifera*), Carrotwood (*Cupaniopsis Anacardiodes*), Schefflera (*Schefflera Actinophylla*), Banyan (*Ficus Bengalensis* {tree}), Bishop Wood (*Bischofia Javinica* {tree}); Cat's Claw (*Mimosa Pigra* {tree}), Chinese Tallow Tree (*Sapium Sebiferum* {tree}), Cork Tree (*Thespesia Pubulnea*), Downy Rose Myrtle (*Rhodomyrtus Tomentosus* {shrub}), Jasmine (*Jasminum Dichotomum* {shrub}), Java Plum (*Syzygium Cumini* {tree}), Lather Leaf (*Colubrina Asiatica* {vine}), Lofty Fig (*Ficus Altissima* {tree}), Mahoe (*Hibiscus Tilaceus* {tree}), Shoebuttan Ardisia (*Ardisia Solanaceae* {shrub}), Woman's Tongue (*Albizia Lebbeck* {tree}); and Norfolk Pine (*Araucaria Excelsia* {tree}) rose bushes, cactus, bamboo, bougainvillea and other thorny plants and Ficus hedges. Prohibited species existing at the time these covenants are recorded with the County may remain in the Luxury RV Resort, but not replaced for any reason. The Manager shall then prepare an inventory listing of all prohibited species, by lot, to ensure future compliance with this paragraph.

T. Fences.

1. Fences of any type are prohibited.
2. Two (2) 4" white PVC posts and an attached chain across the driveways may be installed on a Lot with ARC approval. This installation shall not be considered a fence. The set back requirement from the street shall be four feet (4), except for corner lots which may be shorter as determined by the ARC.

U. Irrigation System.

1. The alteration, operation and/or repairs of the master sprinkler system and/or any sub-components of said system by anyone other than the Association shall be prohibited.
2. A single hose end sprinkler device may be attached to public water and operated for a maximum of four (4) hours per day for one week to irrigate newly planted sod. More extensive water usage must be pre-approved by the Luxury RV Resort Manager. Timing devices and soaker hoses are prohibited. Other vegetation may be hand watered.
3. Local restrictions on water use shall be precedence over Section 8.6.2 above.

V. Lighting: Street light and Landscape Lighting. There shall be no lighting installed without prior written approval from the ARC Committee.

1. Installation of any lighting, low voltage or otherwise, or the performance of any electrical work shall be the sole responsibility and/or liability of the Owner. All electrical work shall be done by a licensed and insured contractor.
2. The Luxury RV Resort shall not be responsible for damage to these by mowing or routine maintenance by the Luxury RV Resort.
3. All light fixtures or apparatus shall be set back a minimum of eight feet (8') from the road and shall not exceed 5-feet in height.

W. Semi-Permanent and Permanent Structures. There shall be no semi-permanent or permanent structures other than those listed in Sections 1.24 and 1.27 or elsewhere in this declaration placed or installed on any Lot in the Luxury RV Resort until the declaration is amended.

- 8.7 No Waiver. The approval of ARC or the Board of Directors of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by ARC or the Board of the right to object to any of the features or elements embodied in such plans and specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots, even if submitted by the same Owner(s) and/or contractor(s).

8.8 Liability for Actions of the Board, ARC and Committee Members: Authorized Disclosure. Neither the Board of Directors, ARC or committee members, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any alterations or improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of the construction performed pursuant thereto.

The Board shall be authorized to notify prospective purchasers of pending and/or unresolved violations of this Declaration or the Rules and Regulations, including, but not limited to, this Section 8 prior to the consummation of any closing for the sale of a Lot.

Section 9. INSURANCE AND CASUALTY. The insurance which will be carried upon the Properties in the Luxury RV Resort shall be governed by the following provisions:

9.1 By the Association.

- A. Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry under Section 9.1.B below, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear.
1. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section 9.1 shall be a common expense of the Association; notwithstanding the foregoing, any increase in the premium occasioned by misuse, occupancy or abandonment of any Dwelling Structure or of the Common Area by particular Owner(s) shall be levied against a Lot and Owner and paid by such Owner(s) as a Charge and collectible as Charges are collected pursuant to the Declaration.
 2. Premiums upon insurance policies may be financed in the manner as the Board of Directors deems appropriate.
 3. The Association is hereby permitted to purchase insurance policies which contain deductibles.
 4. The Board of Directors of the Association is empowered to adjust claims under any policies of insurance carried by the Association.
 5. All policies shall be issued by a company authorized to do business in Florida.

- B. Required Coverage. The Association shall maintain adequate insurance, including comprehensive coverage, covering the Common Area, only, in an amount determined annually by the Board of Directors. The Association shall also carry fidelity bond coverage and directors and officers liability insurance.
- C. Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.
- D. Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.
- E. Share of Insurance Proceeds. All insurance policies obtained by the Association shall provide that all proceeds covering property losses shall be paid to the Association.

Section 10. RECONSTRUCTION OR REPAIR AFTER CASUALTY. Any damage or destruction to the Common Area may be repaired or reconstructed by the Association as approved by the Board of Directors of the Association. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the damaged Common Area, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, the Association may levy an annual or special assessment against all Owners in sufficient amounts to provide funds for the payment of such costs.

Section 11. CONDEMNATION OR EMINENT DOMAIN. The circumstances of a taking of any Properties by way of condemnation, eminent domain or inverse condemnation shall be dealt with in such reasonable manner as determined to be appropriate under the circumstances by two-thirds of the entire Board of Directors.

Section 12. COMPLIANCE AND DEFAULT: REMEDIES.

12.1 Duty to Comply; Dispute Resolution. Each Owner, his tenants, guests, and invitees, and the Association, shall be governed by and shall comply with the provisions of the corporate act, the Governing Documents, and the Rules and Regulations, and architectural guidelines of the Board of Directors. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by an Owner against:

- A. The Association;

- B. An Owner;
- C. By tenants, guests or invitees occupying or using Lot; or
- D. Any member of the Board of Directors who willfully and knowingly fails to comply with the foregoing.

Election and recall disputes shall be submitted to mandatory binding arbitration with the Division of Florida Land Sales, Condominiums and Mobile Homes pursuant to Section 720.311(1), F.S. as amended from time to time. Furthermore, those disputes referenced in Section 720.311(2), F.S. shall be submitted to mandatory mediation before the dispute is filed in court. The provisions of said statutes and any Administrative Rules shall be followed.

12.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 7 and in Section 10 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 7 above; or should any Owner violate Section 8 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Lot), whereupon the cost of this work together with an administration fee of 10% of the cost of the work shall become a Charge against the Owner and Lot concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. This Section 12.2 is in addition to the rights of entry onto the Lots as provided for in Section 8.2.D above.
- C. Provisos. Notwithstanding any provision to the contrary in this Section 12.2, the following shall apply:
 - 1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
 - 2. The thirty (30) day notice shall not apply to Section 12.3 below.

12.3 Negligence; Damage Caused by Condition in Lot. Each Owner shall be liable to any Owner of another Lot for the expenses of any maintenance, repair or

replacement made necessary by his or her act or negligence, or by that of any member of his family or his guests, invitees, agents, or lessees.

12.4 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, invitees, etc. or any occupants of their Lots comply with the Governing Documents and Rules and Regulations and architectural guidelines of the Board of Directors, as amended from time to time; and the statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, servants, etc. or any occupants of their Lots.

12.5 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

12.6 Costs and Attorneys' and Paralegal Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, tenants and invitees or any occupants of the Lot), or the Association, or any tenants, guests or invitees occupying or using a Lot, to comply with the Governing Documents or Rules or Regulations and architectural guidelines as amended from time to time, or applicable statutes, the prevailing party shall be entitled to recover from the losing party, costs and attorneys' and paralegal fees, including those incurred in appellate proceedings. Attorneys' fees which are recoverable include those incurred in connection with the entitlement as well as amount of attorneys' fees. An Owner prevailing in an action between the Association and the Owner, in addition to recovering his or her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Owner for his or her share of assessments levied by the Association to fund its expenses of the litigation. The Association shall also be entitled to recover attorneys' fees and costs incurred prior to and with or without the filing of a legal action, to include those incurred by the Association in connection with mediation proceedings. This Section 12.6 shall survive the termination of an Owner's membership resulting from the voluntary or involuntary transfer of title to the Lot.

12.7 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, Rules and Regulations of the Association, or at law or in equity.

Section 13. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Governing Documents:

13.1 General Lender Rights: Upon written request to the Association by a Mortgagee, or the insurer or guarantor of any Mortgagee held by a Mortgagee encumbering a Lot or Recreational Vehicle on a Lot, conditioned on such notice or

request specifying the name and address of the requesting party, then such party shall be entitled to prompt written notice of:

- A. Any condemnation or casualty loss that affects either a material portion of the Properties or any Lot encumbered by its Mortgage;
- B. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the Mortgage;
- C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- D. Any proposed action which requires the consent of a specified percentage of Mortgagees.

13.2 Financial Statement. Any Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year.

Section 14. TERMINATION OF DECLARATION. This Declaration may be terminated in the following manner:

14.1 Approval Required. This Declaration may be terminated only (without being restated) by the approval in writing or by vote, by the Owners of not less than two-thirds (2/3) of the Lots and by the record owners of the Mortgages on the Lots whose Owners are consenting in writing or by vote.

14.2 General Provisions. The termination of the Declaration shall be evidenced by an Association certificate certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of the County.

14.3 New Declaration. The termination of this Declaration does not bar the filing of another declaration affecting all or any portion of the same property, nor bar a revitalization.

14.4 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration and in the Articles of Incorporation and By-Laws for the purpose of winding up the affairs of the Association, subject to the authority of the trustee, notwithstanding the fact that the Association itself may be dissolved upon a termination.

14.5 Provisions Survive Termination. The provisions of this Section 14 shall be deemed covenants running with the land, and shall survive the termination of this Declaration until all matters covered by those provisions have been completed.

14.6 Priority - Conflict. In the event that there is any conflict between this Section 14 and Section 15 below, the language contained in this Section 14 shall control and govern.

Section 15. AMENDMENT OF DECLARATION.

15.1 Amendment Procedure. All amendments to the Declaration shall be proposed and adopted in the following manner:

- A. Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Lots.
- B. Procedure; Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to this Declaration shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners.
- C. Vote Required. Except as otherwise provided by Florida law or by specific provision of the Governing Documents, the Declaration may be amended by a vote of a majority of the entire membership of the Board of Directors then serving and by the affirmative vote of not less than a majority of the voting interests of the entire membership of the Association. In the event that an amendment is proposed by a written petition signed by the Owners pursuant to Section 13.A above, then the approval of the Board of Directors shall not be required.
- D. Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded.

Section 16. MISCELLANEOUS PROVISIONS.

16.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

16.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Homeowners' Association Statute.
- B. The Corporate Act.
- C. Other Florida Statutes which apply.
- D. This Declaration.
- E. The Articles of Incorporation.
- F. The By-Laws.
- G. The Rules and Regulations promulgated by the Board of Directors, and architectural guidelines adopted by the Board of Directors.

16.3 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

16.4 Invalidity. In the event any court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporator(s) of the Association.

16.5 Captions. The captions in this Declaration and in the Articles of Incorporation and By-Laws attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Governing Documents.

16.6 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

16.7 Owners' Affirmative Duty. All Owners are charged with the affirmative duty to keep the Association notified, in writing, of his/her mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagee holding a mortgage on his/her lot. The Association shall be permitted to rely on information supplied by Owners in writing.

16.8 Covenant Running with the Land. All provisions of the Governing Documents shall be perpetual and be construed to be covenants running with the Properties in the Luxury RV Resort, and all of the provisions of the Governing Documents shall be binding upon and apply to the benefit of all owner(s) of Properties within the Luxury RV Resort, and their respective heirs, personal representatives, successors and assigns. None of the provisions contained in the Governing Documents

are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

16.9 Duration. This Declaration, as amended from time to time, shall run and bind the Properties for a period of forty (40) years from the date the original Declaration was recorded in the Public Records of the County, at which time the Declaration, as amended, shall automatically be renewed for successive periods of ten (10) years, unless and until terminated as provided in Section 14 above.

Section 17. GENERAL GRANDFATHER PROVISIONS. ANY USE RESTRICTION OR ARCHITECTURAL PROHIBITION IN THIS DECLARATION WHICH IS PERMITTED BY THE ORIGINAL DECLARATION OR RULES AND REGULATIONS PROMULGATED PRIOR TO THE RECORDING IN THE PUBLIC RECORDS OF THIS DECLARATION BUT WHICH IS PROHIBITED HEREBY, IS GRANDFATHERED, BUT ONCE A USE CHANGES; OR IS REQUIRED TO CHANGE DUE TO GOVERNMENTAL REGULATIONS; OR CANNOT CONTINUE IN ITS THEN CURRENT FORM DUE TO GOVERNMENTAL REGULATIONS; OR IS REPLACED; OR AN ARCHITECTURAL CHANGE IS MADE; OR AN ALTERATION OR IMPROVEMENT OR LOT COMPONENT IS REPLACED; THEN THE GRANDFATHER PROTECTION SHALL CEASE TO APPLY. THE BOARD OF DIRECTORS IS EMPOWERED TO CREATE A REGISTRATION PROCESS INCLUDING A REGISTRATION FORM FOR USE FOR THE GRANDFATHERED ITEM. SPECIFIC INSTRUCTIONS FOR USE OF THE REGISTRATION FORM SHALL BE INCLUDED IN THE RULES AND REGULATIONS.

Section 18. EFFECTIVE DATES. The Effective Date of the provisions of this Amended and Restated Declaration with Exhibits, including Articles of Incorporation and By-Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of the County. Provided however, that to the extent that any provision in this Declaration contains a use restriction which is in effect the same or similar to that contained in the Original Declaration or any amendment to the Original Declaration, then the Effective Date of such use restriction is the date of recording of the Original Declaration or amendment, as applicable. Further provided however, that if an earlier Effective Date is referenced in this Declaration, then that earlier date shall control as the Effective Date. Finally, an easement created by any Original Declaration which is stated in this Declaration shall have as an Effective Date, the date of recording of the Original Declaration.

[SEE NEXT PAGE FOR SIGNATURES]

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED DECLARATION

THE UNDERSIGNED, being the president of VACATION INN RESORT OF THE PALM BEACHES, INC., hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors then serving, obtained at a meeting held on February 5, 2015, with quorum present; and was approved by the written consent from the Owners of not less than a majority of all Lots.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its president on the 26 day of March, 2015.

WITNESSES:

Sign: Diane Spears

Print: DIANE SPEARS

Sign: V.H. Modica

Print: V.H. Modica

VACATION INN RESORT OF THE
PALM BEACHES, INC.

By: [Signature]
PRESIDENT

Print: BERNARD PAQUIN

Current Address: 6500 North
Military Trail, WPB, FL 33407

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

ss.

I HEREBY CERTIFY that on this 26 day of March, 2015, before me personally appeared BERNARD PAQUIN, President of VACATION INN RESORT OF THE PALM BEACHES, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as their free act and deed as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: Diane Spears

Print: DIANE SPEARS

