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CFN 20160060498
OR BK 28117 PG 1973
RECORDED 02/23/2016 09:56:25
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1973 - 1978; (6pgs)

CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS FOR VACATION INN RESORT OF THE PALM BEACHES AND THE BY-LAWS FOR VACATION INN RESORT OF THE PALM BEACHES

WHEREAS, the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches (the "Declaration") was recorded in Official Records Book 27460, at Page 1410, of the Public Records of Palm Beach County, Florida;

WHEREAS, the By-Laws of the Association are an exhibit to and a part of the Declaration (the "By-Laws");

WHEREAS, Section 15 of the Declaration and Section 11.3 of the By-Laws respectively provide that each 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;

WHEREAS, the Board approved, by majority vote, the amendments reflected on Exhibit "A" which is attached hereto and made a part hereof (Exhibit "A") to the Declaration and the By-Laws at a duly noticed meeting of the Board on Feb 19, 2016;

WHEREAS, the members approved of the proposed amendments set forth more particularly in Exhibit "A" on February 19, 2016, at the duly noticed annual members meeting of the Association.

NOW, THEREFORE, the Declaration and the By-Laws shall be amended in the particulars as stated in Exhibit "A"; these amendments shall run with the real property known as Vacation Inn Resort of the Palm Beaches, and shall be binding on all parties having any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration and By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been agreed to and approved as required by the Declaration and By-Laws.

DATED this 22 day of FEB, 2016.

VACATION INN RESORT OF THE PALM BEACHES, INC., a Florida non-for-profit Corporation

WITNESSES:

Wadege Florus
Print Name: WADEGE FLORUS

V. H. Modica
Print Name: V. H. Modica

By: [Signature]
DON MIZEN, its PRESIDENT.

STATE OF FL)
COUNTY OF P.B.) SS:

I HEREBY CERTIFY that on the 22 day of Feb, 2016 before me personally appeared Don Mizen, as PRESIDENT of VACATION INN RESORT OF THE PALM BEACHES, INC., who is personally known to me and who did not take an oath and who executed the aforesaid Certification as his free act and deed as such duly authorized officer; 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 Beh, State of FLORIDA, the day and year last aforesaid.

NOTARY PUBLIC:
Sign: Diane Spears
My commission expires: 5-29-16

(SEAL)



EXHIBIT "A"

**AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS FOR
VACATION INN RESORT OF THE PALM BEACHES AND THE BY-LAWS FOR
VACATION INN RESORT OF THE PALM BEACHES**

As used herein the following shall apply:

A. Words in the text which are lined through (-----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text. Note that certain language in lines 4-9 of Section 6.11 of the Declaration is underlined in the original text and, as such, is not here an amendment.

AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS

1. Section 4.1.F. of the Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches (the "Covenants") shall be amended to add at the beginning of the first sentence of Paragraph F thereof as follows:

"F. Standing Committees. The Board of Directors, by resolution, may appoint committees to assist in the conduct of the affairs of the Association, except for any committee involved in the processing of ..."

2. Section 6.11. of the Covenants shall be amended as follows:

"6.11. Leasing of Lot. If an owner desires to join the rental program, The 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 more 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."

3. **Section 8.4. of the Covenants shall be amended to add the following to the beginning of paragraph A thereof as follows:**

"A. All projects requiring Riviera Beach permits, must first obtain required permits."

4. **Section 8.6.E. of the Covenants shall be deleted as follows:**

~~"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."~~

5. **Section 8.6.Q.2. of the Covenants shall be amended as follows:**

~~"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. The installation of color or clear sealant can be performed by Owners upon approval by the Resort Manager. Owner shall have liability insurance."~~

6. **Section 8.6.T.2. of the Covenants shall be amended as follows:**

"2. Two (2) 4" white, Black, Brown or Green 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."

7. Section 8.6.V.3. of the Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches shall be amended as follows:

"3. All light fixtures or apparatus shall be set back a minimum of ~~eight feet (8')~~ five feet (5) from the road and shall not exceed 5-feet in height."

PROPOSED AMENDMENTS TO THE BY-LAWS

8. Section 4.8.C. & D. of the By-Laws for Vacation Inn Resort of the Palm Beaches (the "By-Laws") shall be amended as follows:

"C. Notice to Owners. Notices of all Board meetings must be posted in a conspicuous place in the Campground Luxury RV Resort at least forty-eight (48) hours in advance of the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless a written notice by mail, hand delivery or if consented to by the Owner, electronic transmission of the meeting is provided to all members at least fourteen (14) days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Rules that regulate use of the Lots or recreational vehicles may not be adopted, amended or revoked at a Board meeting unless a written meeting notice is provided to all members by mail, hand delivery or if consented to by the owner, electronic transmission at least fourteen (14) days before the meeting, which notice includes a statement that rules or changes to rules regarding use of the Lots or recreational vehicles will be considered at the meeting. The foregoing notice which relates to special assessments or to rules regarding use of the Lots and/or recreational vehicles shall also be posted conspicuously in the Campground Luxury RV Resort not less than fourteen (14) days before the date of the meeting. Notice of the meeting of the Board at which the annual assessment is adopted must be posted not less than forty-eight (48) hours before the meeting. Notwithstanding anything herein to the contrary, notice of the meeting of the Board at which a special assessment or rule relating to the use of Lots or recreational vehicles is adopted must be posted not less than fourteen (14) days before the meeting.

D. Petitioned Agenda. If at least fifteen (15%) percent of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than thirty (30) days after receipt of the petition, take the petition item up on an agenda. The Board shall give all members notice of the meeting at which the petitioned items shall be addressed by providing written notice by mail, hand delivery or if consented to by the Owner, electronic transmission and posted

conspicuously in the ~~Campground~~ Luxury RV Resort not less than fourteen (14) days before the meeting."

9. Section 4.16.B.2. of the By-Laws shall be amended as follows:

"2. Determine the assessments payable to the ~~Owners~~ Association to meet the common expenses of the Association."