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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
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Prepared by and Return To:

Jeffrey Rembaum, Esquire  
Kaye Bender Rembaum, P.L.  
9121 N. Military Trail, Suite 200  
Palm Beach Gardens, FL 33410

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**CERTIFICATE OF RECORDING AMENDMENTS TO THE  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR  
VACATION INN RESORT OF THE PALM BEACHES  
AND THE AMENDED AND RESTATED BY-LAWS OF  
VACATION INN RESORT OF THE PALM BEACHES, INC.**

**THIS CERTIFICATE OF RECORDING AMENDMENTS TO THE AMENDED AND  
RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR VACATION INN  
RESORT OF THE PALM BEACHES AND THE AMENDED AND RESTATED BY-LAWS  
OF VACATION INN RESORT OF THE PALM BEACHES, INC. (this "Certificate of  
Recording") is made this 17 day of APRIL, 2018 by **VACATION INN  
RESORT OF THE PALM BEACHES, INC.**, a Florida not-for-profit corporation (the  
"Association"), as follows:**

**RECITALS**

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

**WHEREAS**, the Amended and Restated By-Laws of Vacation Inn Resort of the Palm Beaches, Inc. were recorded in the Official Records of Palm Beach County, Florida in Official Records as Exhibit "B" to the Declaration, as amended from time to time (the "By-Laws"); and

**WHEREAS**, pursuant to Section 15 of the Declaration and Section 11 of the By-Laws, the Declaration and the By-Laws may be amended by the approval of a majority of the entire Board of Directors of the Association (the "Board") and by the approval of not less than a majority of the voting interests of the entire membership of the Association; and

**WHEREAS**, on January 11, 2018, at a properly noticed meeting of the Board, the Board approved, by a majority of the entire Board, the amendments as set forth in the Amendment to the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches, attached hereto and incorporated as if fully set forth herein as Exhibit "A" (the "Declaration Amendments"), and the amendments set forth

in the Amendment to the Amended and Restated By-Laws of Vacation Inn Resort of the Palm Beaches, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "B" (the "By-Laws Amendments"); and

**WHEREAS**, at the properly noticed annual meeting of the membership, initially called to order on February 16, 2018 and reconvened on March 29, 2018, the members approved, by not less than a majority of the voting interests of the entire membership of the Association, the Declaration Amendments and the By-Laws Amendments.

**NOW, THEREFORE**, the undersigned hereby certifies that the following Declaration Amendments and By-Laws Amendments are a true and correct copy of the Declaration Amendments and By-Laws Amendments as amended by the Association:


1. **Preface**. The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. **Declaration Amendments**. The Declaration is hereby amended as set forth in the Declaration Amendments, attached hereto and incorporated as if fully set forth herein as Exhibit "A".
3. **By-Laws Amendments**. The By-Laws are hereby amended as set forth in the By-Laws Amendments, attached hereto and incorporated as if fully set forth herein as Exhibit "B".


**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREFORE**, this Certificate of Recording has been signed by the Association on the date set forth below.


Signed, Sealed and Delivered  
in the presence of:

  
Print Name: Rosa Margotta

  
Print Name: Denise Landusky

**VACATION INN RESORT OF THE PALM BEACHES, INC.**

a Florida not-for-profit corporation

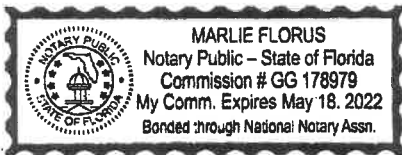
By:   
Its: SECRETARY

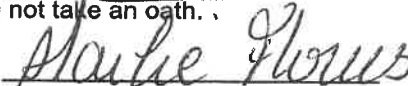
Print Name: MARTIN CRESSEY

Date: 4/17/2018

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 17 day of April, 2018, by Martin Cressey as SECRETARY of Vacation Inn Resort of the Palm Beaches, Inc., a Florida not-for-profit corporation, who is personally known to me or produced as identification and did not take an oath.



  
Notary Public, State of Florida  
MARLIE FLORUS  
Print Name of Notary Public

My Commission Expires:

**EXHIBIT "A"**

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

*(new language shown by underline,  
deleted language shown by ~~strikeout~~,  
" \* \* " shows unaffected language)*

*Section 1.16 of the Amended and Restated Declaration of Protective Covenants for  
Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

1.16 "Guest" means any person who: (A) is not the Owner, lessee, or resident of the Lot on which he or she is present; (B) is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant resident; (C) does not pay any charge, fee, reimbursement, or expense, make any voluntary gift or contribution, or, without requirement to contribute money, perform services or provide any other consideration of any type to the Owner or lessee, directly or indirectly, in connection with such presence or occupancy; and (D) is not being offered occupancy of the Lot as an incentive or in exchange for the potential or actual purchase of a Lot and/or RV 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 resident~~ 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 resident~~ of such Lot. Family members are defined as a parent, grandparent, children, grandchildren, brothers, and sisters, and any spouses of the foregoing same.

*Section 4.1.F.2. of the Amended and Restated Declaration of Protective Covenants for  
Vacation Inn Resort of the Palm Beaches is hereby amended to add a new Section 6.15  
to provide as follows:*

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. confirms or rejects a fine and/or use right suspension as initially levied by the Board.

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*Section 6.1.B.1. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

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~~RVs older than (10) years so long as the ~~unit~~RVs' condition and appearance do not detract from the stated intension to maintain a Luxury RV Resort. All RVs must be registered with the Association when entering the Luxury RV Resort. Upon initial registration, RVs shall be inspected and must meet the condition and appearance criteria as set out in Section 6.1.D. of this Declaration.

*Section 6.1.B.9. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

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 d~~Destination trailers situated on Lots 34 and 215 existing within the Luxury RV Resort as of the date of the recording of this Declaration shall be allowed to remain subject to and in accordance with Section 17 of this Declaration 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.

*Section 6.1.D. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

D. RV Condition and Appearance Criteria. ~~In addition to items previously listed,~~ Specific criteria shall include but not limited to the following:

1. The exterior and interior of the RV shall be maintained in a first-class, "as new" original condition, except for normal wear and tear.

2. 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.

3. Jacking mechanisms and undercarriage supports provided by the manufacturer shall be maintained in good operable condition, without rusting.

4. 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.

5. Interior window treatments, blinds, shades, etc., visible from the outside shall not detract from the overall appearance of the recreational vehicle.

*Section 6.1.F. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

F. Guests. All guests must register with the Association's office, which registration shall provide, without limitation, the duration of stay and such other information as the Board may reasonably require, and comply with the Governing Documents and Rules and Regulations of the Association. The Association may impose a registration fee, which shall be deemed a Charge, in such amount as

may be determined by the Board from time to time. 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.

A person cannot qualify as a Guest if he or she pays any charge, fee, expense, performs services, or provides any other form of consideration, reimbursement, voluntary gift, or contribution to the Lot Owner or lessee, directly or indirectly, for the privilege of occupying the Lot or is being offered occupancy of the Lot as an incentive or in exchange for the potential or actual purchase of a Lot and/or RV. Such charge, fee, expense, services, or other consideration, reimbursement, voluntary gift, contribution, incentive, or exchange constitutes prohibited rental.

In the event any Guest stays within the Luxury RV Resort in excess of two (2) consecutive weeks per calendar year, such Guest must obtain 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, As to such Guests, together with the aforementioned registration, the Owner and/or lessee shall provide the Association with a written affidavit shall be signed by both the Owner and gGuest(s) that the gGuest(s) is/are not, directly or indirectly, (i) paying the Owner or lessee any charge, fee, expense for occupancy of the Lot; (ii) performing services for or on behalf of the Owner or lessee for occupancy of the Lot; (iii) providing any or other consideration reimbursement, voluntary gift, or contribution for occupancy of the Lot; or (iv) being offered occupancy of the Lot as an incentive or in exchange for the potential or actual purchase of a Lot

~~and/or RV 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.~~

*Section 6.4.B. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- 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.

*Section 6.4.C. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- C. Campfires and/or burning of natural material, firecrackers or fireworks shall be absolutely prohibited. Gas grills and gas campfire burners shall be permitted, provided that same shall be freestanding.

*Section 6.4 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to add a new Section 6.4.E. to provide as follows:*

- E. Sleeping in any Common Area building, including, without limitation, the Association's clubhouse, or in any non-RV vehicle within the Luxury RV Resort is strictly prohibited.

*Section 6.5 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to add a new Section 6.5.D. to provide as follows:*

- D. Services offered by a member of the Association in exchange for compensation, such as, but not limited to, yoga classes and language, disc jockey, dance, or music lessons and similar activities, under the auspices of and approved by the Activities Committee.

*Section 6.7 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- 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~~Luxury RV Resort. 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 (such as, but not limited to, diapers, feminine hygiene products, and flushable wipes) into the sewer system through either the RV holding tank or bathhouse toilets shall be prohibited.

*Section 6.10 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- 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 and/or remote transmitters shall be given to new Owners and returned over to the Association office when the Lot is sold or otherwise transferred and will subsequently be provided to the new Owner(s). ~~Cards and R~~remote transmitters may be purchased from the Association ~~O~~office at a cost to be determined by the Board from time to time with such amounts to be collected by the Resort Manager. The use of a gate-access device by other than immediate family members, or registered renter or overnight guest, shall be prohibited.

*Section 6.11 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- 6.11 Leasing of Lot. If an ~~e~~Owner desires to join the rental program, the Association shall have the exclusive right, in the absence of use by the Owner or his or her registered and approved gGuest, to rent the Lot at scheduled rates promulgated from time to time by the Board. A person cannot qualify as a gGuest ~~of the Lot~~

Owner if he or she pays any charge, fee, expense, performs services, or provides any other form of consideration, reimbursement, voluntary gift, or contribution to the Lot Owner or lessee, directly or indirectly, for the privilege of occupying the Lot or is being offered occupancy of the Lot as an incentive or in exchange for the potential or actual purchase of a Lot and/or RV. Such charge, or fee, expense, services, or other consideration, reimbursement, voluntary gift, contribution, incentive, or exchange 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 rental 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.
- L. When a Lot is leased, the renter(s) and occupant(s) shall have all use rights in the Common Areas otherwise readily available for use generally by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the renter(s) and occupant(s). The Association shall have the right to adopt rules to prohibit dual usage by an Owner and renter(s) and occupant(s) of the Common Areas and any other property of the Association otherwise readily available for use generally by Owners.

*Section 6.12 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- 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.

No Owner may sell, transfer, or otherwise convey any interest in and to their Lot without first obtaining the written approval of the Association. No Owner may sell or convey any interest in a Lot unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner.

An Owner intending to sell, transfer, or otherwise convey their Lot or any interest therein shall submit to the Association a notice of such intention to transfer the Lot at least thirty (30) days prior to the date of such transfer. Such notice of intent to transfer shall include the following: (i) the name(s) and current address(es) of the proposed transferee(s) and occupant(s); (ii) a survey of the Lot to be sold, transferred, or otherwise conveyed; and (iii) such other information as the Association may reasonably require. In the event an Owner fails to provide the Association with such notice and upon the Association's knowledge of such unapproved transfer, the Association may at that time and without notice approve or disapprove the transfer. Upon receipt of an Owner's notice of intent to transfer their Lot, 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 that have not been grandfathered. 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~~of the existing Lot Owner prior to Lot transfer. The violation report shall detail any violations which require immediate corrective action and which violations are grandfathered for which no action is needed, unless otherwise required as set forth in Section 17 of this Declaration. If first knowledge of a pending Lot transfer results from an estoppels request, the aforementioned procedure shall be followed, and a copy of the discrepancyviolation report shall accompany the estoppels certificate when the estoppel certificate is providedreturned. 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~~new Owner.

Within thirty (30) days after the Association has received a properly completed notice of intent to transfer, the Association shall either approve or disapprove the proposed transfer in writing to the Owner. If the Association does not take action or disapprove the transfer application within thirty (30) days, the transfer application shall be deemed approved.

If the Association disapproves the proposed transfer, the transfer shall not be made. The Association shall have the right, without limitation of other lawful remedy, to nullify the transaction, eject the unapproved transferee(s) and occupant(s) and seek all such other legal remedy as may be available to the Association. All attorneys' fees, costs and expenses, including appeals (if any), associated with such action(s) shall be chargeable against the Lot and the Owner as a Charge.

*Section 6 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to add a new Section 6.15 to provide as follows:*

6.15 Additional Rules and Regulations. The Board may, from time to time, adopt, amend, alter, and rescind additional reasonable rules and regulations governing the Lots, the Common Areas, and all Owners,

Occupants, Guests, and invitees. The provisions of this Section 6, the Rules and Regulations, and all other rules and regulations adopted by the Board shall be applicable to all of the Lots, the Common Areas, and all Owners, Occupants, Guests, and invitees.

*Section 7.1 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- 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, including, without limitation, trimming of all trees, hedges, bushes, and lawns; weeding and fertilization of lawns; weeding of plant/flower beds; fertilization of palm trees; and treatment of diseased palm trees on the Lots, except the following: (i) but not recreational vehicles placed on the Lots, and; (ii) Owners' Lot improvements (including, without limitation, 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, including, without limitation, trees), and not the following: (iii) Concrete or paver pads, (including, without limitation, pressure washing); (iv) utility service boxes; and (v) all surfaces of man-made materials upon the Lots, other owner installed improvements such as, but 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 the Owners shall be responsible for trimming all other large trees annually using duly licensed and insured professional tree service company.

*Section 8.4.A. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- A. All projects requiring Riviera Beach governmental permits and/or approvals, must first obtain all such required permits and/or approvals prior to application to the

Association. The Owner must obtain an Architectural Permit Application from the Association Office, complete same and attach all supporting documentation to include; without limitation, all required governmental permits and/or approvals, drawing(s) of proposed changes (if applicable), contractors name (if applicable), and a current survey, (defined as a sea survey 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.

*Section 8.6.I. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

I. Outdoor Kitchens. Outdoor kitchens shall be permitted, upon the prior written approval of the ARC, and must be constructed on a pad only in the rear of the Lot and not greater than sixty-five feet (65') from the street, and 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.

*Section 8.6.M. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

M. Wooden Structures. Wooden structures are prohibited. ~~However, existing w~~Wooden structures/picnic platforms ~~installed on lots 205, 295 and 297~~existing within the Luxury RV Resort as of the date of the recording of this Declaration shall be allowed to remain subject to and in accordance with the General Grandfather Provisions defined in Section 17 hereof.

*Section 8.6.P. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

P. Screen Rooms. Screen rooms are prohibited. ~~However, existing s~~Screen rooms ~~on lots 202, 208, 518 and 533~~

~~existing within the Luxury RV Resort as of the date of the recording of this Declaration shall be allowed to remain subject to and in accordance with, 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 of this Declaration shall also apply.~~

*Section 8.6.Q. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- Q. Coatings of Pad/Patio/Walkway/Driveways. There shall be no color or texture added on any ~~concrete or block or pavers~~ impervious surface on any Lot until an appropriate written plan has been ~~approved by~~ 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~~ The impervious surfaces of the Lot shall consist of man-made materials, such as, but not limited to, concrete, concrete pavers, tiles, or similar material, but asphalt shall be prohibited. The impervious surface of the pad and driveway must be suitable for vehicular application.
  2. The installation of color or clear sealant can be performed by Owners upon approval by the ~~ARC Resort Manager. Owner shall have liability insurance.~~
  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.

*Section 8.6.R. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

- R. Size Restrictions of Pad and Patio. There shall be no addition, modification, alteration or removal of any ~~concrete or block or pavers~~ impervious surface 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 final survey with a certified written statement thereon ~~certified to the Association~~ as to the total number of square feet of paved the impervious surfaces present on the Lot, which written statement must be provided to the ~~Luxury RV-Resort Manager~~.

Owners may request a change to the layout or size of the impervious surface of the Lot ~~the addition of concrete and/or pavers (a.k.a. cement stepping blocks) to expand the size of their driveways and patio with~~ subject to 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 of one (1) foot from the driver's side of the recreational vehicle unit on the Lot ~~on either side of the lot, a minimum of three (3)~~

feet on the passenger side of the recreational vehicle unit on 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 ~~R~~recreational v~~e~~hicle units.

\* \* \*

*Section 8.6.U.2. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

2. A single hose with a hand-held sprayer~~and sprinkler~~ device may be attached to public water and operated by hand for a maximum of ~~four (4)~~one (1) hours per day for ~~one week~~twenty-eight (28) days to irrigate newly planted sod. More extensive water usage must be pre-approved by the Luxury RV Resort Manager. Timing devices, sprinklers, and soaker hoses are prohibited. Other vegetation may be hand watered.

*Section 8.6 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to add a new Section 8.6.V. as follows:*

V. Unpublished Architectural Standards. In accordance with section 720.3035, Florida Statutes, and to the extent the Association has not adopted and published applicable architectural standards, requests, plans, and specifications for proposed exterior alterations and improvements submitted by, or on behalf of, an Owner then, in such event, the existing condition of the entirety of the Properties shall serve as such standard.

*Section 17. of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:*

**Section 17. GENERAL GRANDFATHER PROVISIONS. ANY USE RESTRICTION OR ARCHITECTURAL PROHIBITION INNONCONFORMITY UPON A LOT AND/OR RV EXISTING AS OF THE DATE OF THE RECORDING OF THIS DECLARATION WHICH IS PROHIBITED HEREBY BUT WAS PERMITTED BY THE**

ORIGINAL DECLARATION OR RULES AND REGULATIONS PROMULGATED EFFECTIVE PRIOR TO THE RECORDING IN THE PUBLIC RECORDS OF THIS DECLARATION BUT WHICH IS PROHIBITED HEREBY, IS FOR WHICH REGISTRATION WAS TIMELY MADE TO THE ASSOCIATION FOR GRANDFATHERING SHALL BE DEEMED GRANDFATHERED BUT ONCE UNTIL ANY OF THE FOLLOWING OCCURS:

- A. A CHANGE IN USE, STRUCTURE, CONFIGURATION, OR APPEARANCE CHANGES; INCLUDING, WITHOUT LIMITATION, AS MAY BE REQUIRED BY APPLICABLE OR IS REQUIRED TO CHANGE DUE TO GOVERNMENTAL REGULATIONS, ORDINANCES, OR ORDERS; OR CANNOT CONTINUE IN ITS THEN CURRENT FORM DUE TO GOVERNMENTAL REGULATIONS; OR
- B. MAJOR REPAIR OR IS REPLACEMENT OF THE NONCONFORMITY IS MADE OR REQUIRED; OR
- C. AN ARCHITECTURAL CHANGE TO THE NONCONFORMITY IS REQUESTED OR MADE;
- D. SALE OR OTHER TRANSFER OF THE LOT AND/OR RV; OR
- E. PERMANENT REMOVAL OF THE NONCONFORMITY, 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.

**EXHIBIT "B"**

**AMENDMENT TO THE  
AMENDED AND RESTATED BY-LAWS OF  
VACATION INN RESORT OF THE PALM BEACHES, INC.**

*(new language shown by underline,  
deleted language shown by ~~strikeout~~,  
" \* \* " shows unaffected language)*

*Section 4.2 of the Amended and Restated By-Laws of Vacation Inn Resort of the Palm Beaches, Inc. is hereby amended as follows:*

4.2 Nominations and Elections. The election meeting shall be conducted ~~at part of~~ the annual meeting.

4.2.1 First Notice of Election. Not less than ~~sixty (60)~~ 64 days before the scheduled election and annual meeting, the Association shall mail, deliver, or electronically transmit ~~provide~~ first notice of the election and annual meeting to each ~~member~~ Member providing ~~of~~ the date, time, and place for the election and annual meeting. ~~The foregoing shall be considered first notice of the scheduled election and annual meeting.~~

4.2.2 Nominations. Any Member desiring to be a candidate for the Board must provide written notice of his/her intent to be a candidate to the Association at least forty (40) ~~days~~ prior to the scheduled election. ~~Not less than 47 days prior to the date of the election meeting, an eligible candidate must deliver to the Association a completed nomination form, which~~ The Board may promulgate a nomination form, from time to time, and such nomination form shall be included in the mailing of the first notice of the election and annual meeting, and which shall be a form prescribed by the Board from time to time. In order to be eligible to be placed on the election ballot, a timely completed nomination form must be delivered to the Association as stated above in order to reflect written notice of a person's desire to run for the Board of Directors. Such notice shall be effective upon receipt of same by the Association. No nominations shall be permitted past such date, and no nominations shall be permitted from the floor of the annual meeting at which the election is conducted. Pursuant to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, a Member who is delinquent in the payment of any monetary obligation to the Association on the day that he/she could last



nominate himself/herself as a candidate for the Board cannot seek election to the Board, and his/her name shall not be listed on the ballot. Additionally, a Member who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for candidacy unless such felon's civil rights have been restored for at least five (5) years as of the date on which such Member seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a director was ineligible for candidacy or Board membership at the time of such director's election to the Board.

4.2.3 Candidate Information Sheet. Any candidate may furnish the Association with an information sheet which shall be no larger than a single side of an eight and one half inches by eleven inches (8-1/2 inches by 11 inches) sheet, which must be received by the Association by no later than ~~thirty-five (35)~~39 days prior to the date of the election and annual meeting. Candidate information sheets timely provided to the Association shall, ~~in order for the information sheet to be included with the second notice of the election and annual meeting.~~ The information sheet may describe the candidate's educational background, employment experience and/or any other qualifications the candidate deems relevant to his/her service on the Board. The Association shall have no liability for the contents of the information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of a sheet of paper.

4.2.4 Second Notice of Election. Pursuant to Section 3.5 of these By-Laws, ~~t~~The Association shall mail, deliver, or electronically transmit~~provide~~ a second notice of the election and annual meeting to all ~~m~~Members not less than fourteen (14) days prior to the date of the election and annual meeting. The second notice of the election and annual meeting shall ~~provide~~include the date, time, and place of the election and annual meeting and shall also include a ballot listing all eligible candidates in alphabetical order by surname, an outer envelope addressed to the person or entity authorized to receive the ballots, a smaller inner envelope and, if applicable, ~~shall include~~ any candidate information sheets timely received from the candidates in accordance with the provisions of Section 4.2.3 above. The second notice and



accompanying documents shall not contain any communication by the Board that endorses, disapproves, or otherwise comments on any candidate. ~~The second notice shall be accompanied by an outer envelope addressed to the member authorized to receive a ballot and a smaller inner envelope in which the ballot shall be placed.~~

4.2.5 Ballots. Elections shall be decided by a plurality of ballots cast. The voting Member shall vote for up to, but not to exceed, the number of directors to be elected. No voting Member may cast more than one (1) vote for any candidate, it being the intention that casting ballots in the election of directors shall not be cumulative. The exterior of the outer envelope shall indicate the lot number(s) being voted, and shall contain a signature space for the voting member. Once the ballot is properly completed/filled out, the voting mMember shall place the completed ballot in the smaller inner smaller envelope and seal the envelope. The smaller inner envelope shall be placed within the larger outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one (1) completed ballot, but if the voting mMember is entitled to cast more than one (1) ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The failure to place a completed ballot within an inner envelope shall not invalidate the completed ballot. The exterior of the outer envelope shall indicate the name of the voter, the Lot number(s) being voted, and a space for the voter to place his/her signature, which the voter must sign. The voting member shall sign and date the exterior of the outer envelope in the space provided for such signature and shall also include his or her printed name and lot number where indicated on such exterior envelope, and if not, the ballot shall be disqualified. The envelope shall either be mailed or hand delivered to the Association. The Association shall secure all envelopes in a safe location until the envelopes are transported to the location of the election and annual meeting. Upon receipt of the envelope by the Association, An ballot may be rescinded or changed up to the time that the polls are closed as provided for below. Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the meeting. No outer or inner envelope shall be opened prior to a motion to close the balloting process at the election and annual meeting. Notwithstanding the foregoing, the Association may verify the name of the voter, identification of the Lot(s) being voted, and

the signature of the voter on the outer envelope against the list of qualified voters in advance of the election and annual meeting at a properly noticed meeting of the Board, which shall be open to all Members and which shall be held not sooner than one (1) day prior to the election and annual meeting. At such verification meeting, the voters shall be checked off on the list of qualified voters as having voted, and no envelopes shall be opened. Any outer envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. Such verification shall be conducted by an impartial committee designated by the Board whose members shall not include the candidates, directors, officers, or the spouses of the candidates, directors, or officers.

4.2.6 Conduct of the Election. In order to have a valid election, there is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot. Election ballots shall not count toward the annual meeting quorum. The Association shall have available at the annual meeting additional blank ballots and envelopes for distribution to voting Members who have not yet cast their election ballots. Each ballot distributed at the meeting shall be placed by the voting members in an inner and outer envelope in the same manner and as required as provided above. ~~As a first order of business for the election, the Association shall collect all ballots not yet cast and sort them without opening them. Upon the declaration at the meeting that the polls are closed, the polls shall be closed, and no more ballots shall be accepted. Completed ballots not yet cast shall then be collected by an "Election Committee" (as such term is hereinafter defined), and no further ballots shall be cast. The "Election Committee" shall be appointed by the Board during the annual meeting immediately prior to the collection of the ballots, and the members of the Election Committee shall not be the candidates, directors, officers, or the spouses of the candidates, directors, or officers. In the presence of the Members in attendance, and to the extent not conducted in advance of the election and annual meeting as set forth in Section 4.2.5 above, the signature and identification of Lot(s) on the outer envelope shall be checked against a list of qualified voters. Any outer envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. Once the voters have been checked off on the list as having voted, the polls are closed then in the presence of all~~

Members in attendance, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a separate place. Once all inner envelopes are removed from the outer envelopes, the inner envelopes shall then be opened and ballots shall be removed and counted in the presence of the Members in attendance at the meeting. All envelopes and ballots, whether disregarded or not, shall be retained with the official records of the Association. The candidates receiving the largest number of votes shall be elected. Once the ballots have been tallied, those candidates who have been elected to the Board shall be immediately announced and

- ~~A. No Nominations from the Floor. The above election process allows for candidates to be nominated in advance of the election meeting. As a result, no nominations will be allowed from the floor at the election meeting.~~
- ~~B. Votes. In the election of Directors, the voting members shall vote for up to but not to exceed the number of Directors to be elected. No voting member may cast more than one vote for any candidate, it being the intention that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the largest number of votes shall be elected.~~
- ~~C. Ballot Return. In order to have a valid election, not less than 20% of the voting interests of all members must have cast ballots and with such ballot return, the election shall be deemed completed and the Directors elected, irrespective of whether there is a quorum for the annual meeting. Election ballots shall not count toward the annual meeting quorum.~~
- ~~D. Taking Office. A newly elected Director shall take office immediately upon the adjournment of the election and annual meeting.~~

4.2.7 Election by Acclimation. Unless more candidates are nominated for an election than there are available positions on the Board, an election is not required. In such event, the candidates will be seated on the day of the annual meeting.

