

Prepared by and return to:

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CFN 20250117156
OR BK 35652 PG 1515
RECORDED 4/4/2025 10:27 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1515 - 1521, (7pgs)

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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**

THIS CERTIFICATE OF RECORDING AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR VACATION INN RESORT OF THE PALM BEACHES (this "Certificate") is made this 2nd day of April 2025 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 is 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, pursuant to Section 15 of the Declaration, the Declaration may be amended upon the approval of a majority of the entire Board of Directors of the Association (the "Board") and the approval of at least a majority of the voting interests of the members of the Association; and

WHEREAS, at a properly noticed meeting of the Board held on January 14, 2025, the Board approved the Amendments 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 "Amendments"), in accordance with Section 15 of the Declaration; and

WHEREAS, at the properly noticed annual meeting of the Association's members, initially called to order on February 18, 2025 and reconvened on March 20, 2025, the members approved the Amendments in accordance with Section 15 of the Declaration.

NOW, THEREFORE, the undersigned hereby certifies that the following Amendments are a true and correct copy of the 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. **Amendments.** The Declaration is hereby amended as set forth in the Amendments, attached hereto and incorporated as if fully set forth herein as **EXHIBIT "A"**.

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

Signed, sealed, and delivered in the presence of:

VACATION INN RESORT OF THE PALM BEACHES, INC.,
a Florida not for profit corporation

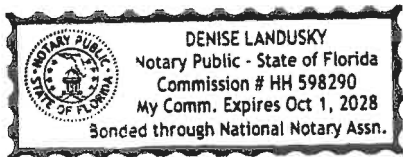
Harrie F. Glezil
 Print Name: HARRIE F. GLEZIL
 Post Office Address: 5749 Admir Way
Lake Worth, FL 33467

By: *Jean-Marc Teasdale*
 Jean-Marc Teasdale, its President
 Date: 4-02/2025

Tarah Dieudonne
 Print Name: Tarah Dieudonne
 Post Office Address: 5001 Pier Drive
Greenacres, FL 33463

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

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 2nd day of April 2025, by Jean-Marc Teasdale, as President 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.



Denise Landusky
 Notary Public, State of Florida
Denise Landusky
 Print Name of Notary Public

My Commission Expires:

EXHIBIT "A"

AMENDMENTS 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 of 6.3 of the Amended and Restated Declaration of Protective Covenants for Vacation Inn Resort of the Palm Beaches is hereby amended to provide as follows:

6.3 Vehicles and Parking. The following restrictions apply:

A. On Lots.

1. No more than (i) one (1) RV unit; ~~(ii) and~~ one (1) car or truck; ~~(iii) and two (2) motorcycles/mopeds; or one (1) motorcycle/moped and~~ (iv) one (1) power-driven mobility device~~golf cart~~ shall be permitted on any given Lot.
2. Motorcycles and ~~mopeds~~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 boathouse/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. Golf carts are prohibited in the Luxury RV Resort. Notwithstanding the foregoing, the Association shall be permitted to use golf carts, utility vehicles, low speed vehicles, and the like within the Luxury RV Resort in carrying out business pertaining to the Luxury RV Resort.

E. Power-Driven Mobility Devices.

1. Power-driven mobility devices shall only be used for the transportation of persons with restricted mobility. All golf carts shall be electronically 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.~~
23. All power-driven mobility devices~~golf carts~~ shall have headlights and rear reflectors.

34. All power-driven mobility devices~~golf carts~~ shall be legally parked or stored on the patio portion of the Lot pavingas provided in this Declaration and shall not be parked or stored on the grass at any time.

FE. 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.

GF. 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.

HG. 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.

IH. 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.

JI. 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.

KJ. 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.

LK. 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.

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

- S. Landscaping, Plants and Trees. There shall be no landscaping, shrubs, shrubbery or trees installed or removed without the prior written approval from the ARC Committee.

* * *

- 7. No artificial or synthetic grass or turf shall be permitted on a Lot, unless same is or will not be visible from the Lot's frontage, an adjacent Lot, or an adjacent Common Area.