



PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT

215 Holiday Park Boulevard NE
Palm Bay, Florida 32907-2196

BOARD OF TRUSTEES

SPECIAL MEETING – Deed of Restrictions

May 29, 2014 - 10:00 A.M.

Joanne Gaughan
Chairman

Rebecca “Becky” Earnest
1st Vice-Chairman

Harald Albinus
2nd Vice-Chairman

Marion “Molly” Stone
Secretary

Allison Kelly
Assistant Secretary

Philius Matton
Treasurer

Marilyn Spall
Assistant Treasurer

Rodney “Rod” Lindsay
Trustee

Daniel “Dan” O’Connell
Trustee

Cheryl Ennis
District Manager

Karl Bohne, Jr.
District’s Attorney

* To comment on an item, after you have been recognized by the Chair, please go to the microphone and clearly give your name and address for the record. You may speak for up to three minutes. Note: If formal action is to be taken on an item by the Board, public comment will be requested prior to the vote.

NOTE: MINUTES OF BOARD MEETING ARE PREPARED IN SUMMARY FORM ONLY. PER CHAPTER 286.0105 FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL A DECISION OF THE BOARD HE/SHE SHOULD ARRANGE FOR A VERBATIM RECORD OF THE PROCEEDINGS WHICH INCLUDES THE TESTIMONY IN EVIDENCE ON WHICH THE APPEAL IS MADE.

“A community intended and operated for persons 55 and older”

- 1. Call to order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Discussion and Review of existing and Restated “Deed of Restrictions” and review of recommendations from Attorney**
Attachments: Current Restated DOR to date
- 5. Public comment**
- 6. Trustees remarks**
- 7. Adjournment**

Restated Deed of Restrictions

Revised last-4/29/14

PORT MALABAR HOIDAY PARK MOBILE HOME PARK RECREATION DISTICT UNIT ONE AND UNIT TWO (hereinafter referred to as the "the DISTRICT") shall be a mobile/manufactured home community. Each and every mobile/manufactured home placed or installed upon any lot within the DISTRICT as a whole shall:

1. Conform to the Architectural Control Committee (hereinafter referred to as the "A.C.C.") Rules and Regulations approved by the Board of Trustees and
 - (a) Be of a width of not less than sixteen (16) feet and
 - (b) Be inspected and approved by a majority of members of the District A.C.C. as to the age, appearance, conditions, and structural standards and
 - (c) Be of an appearance relating to color of mobile or manufactured home and sheds install on a lot shall be in keeping with Florida color pallette as state in the A.C.C. Rules and Regulations and
 - (d) Be installed on the lot only by an authorized installation agency approved by the District's Board of Trustees and in the manor designated by the District's A.C.C. Installation as used in this subparagraph shall include, but not be limited to leveling, blocking, tying down, removal or masking of hitch, shirting, and installation of an approved set of steps.
2. Lot owners may utilize the basic cable television service provided by the District. Monthly charges for additional services shall be the responsibility of the lot owner. Services from other providers may be sought at the owner's expense however; installation of satellite dishes, individual television antenna or other such exterior items shall not be placed upon any lot except after approval by the A.C.C. as to size and location of such items.

Restated Deed of Restrictions

Revised last-4/29/14

3. With respect to each residential lot:

- (a) No structure, add-on, or accessory may be placed thereon without the prior written consent and approval of the A.C.C. as to location, position, setback, and architectural quality. In considering whether to grant such approval, the A.C.C. shall consider, among other things, the general aesthetic appearance of any such structure, add-on, or accessory, its effect upon neighboring lot owners, and its effect upon the community, as a whole.
- (b) Carport/shed (pending A.C.C)
- (c) Fences (pending A.C.C)
- (d) No clotheslines or clothes poles may be placed on any lot, except for one "umbrella-type" clothes pole for each lot, which shall be placed in the rear of the lot and must be in compliance with A.C.C. rules. A clothes pole shall be removed when resident is not in residence for more than a two (2) week period.
- (e,f) The District has made a provision for a storage area for boats, boat trailers, travel trailers, campers, and recreational vehicles, which shall be stored within this special area provided by the District. No boat, boat trailer, camper, or similar recreational vehicle derelict or otherwise may be stored, repaired or kept on any residential lot or storage compound except for the purpose of loading or unloading, not to exceed 48 hours. Commercial vehicles are a vehicle used primarily for the transport of materials or other goods used in a trade or business. Commercial vehicles, flatbeds and pickups up to ½ ton which are the sole means of transportation of the occupant of the mobile home may be kept in the carport. Any other commercial vehicles must be parked on the easterly side of the parking lot at the recreation center after permission is obtained from the Districts'

Restated Deed of Restrictions

Revised last-4/29/14

Manager. Except as provided above no commercial vehicle, shall be parked on any residential lot. Any person, property owner, occupant, lease, tenant or otherwise legally occupying the premises who shall permit parking or storing of such vehicles on private property shall be in violation of this section.

No derelict, disabled, unlicensed vehicles of any kind shall be kept or permitted adjacent to or upon any residential lot. No repair work shall be conducted upon any residential lot except for the necessary emergency vehicle repair such as the changing of flat tires.

Except for loading and unloading all vehicles shall be parked off the street and road of the subdivision. If the carport or driveway is fully occupied by vehicles the owner or occupant may permit a temporary visitor to park on his or her lawn for not more than 48 hours otherwise the parking area at the recreation hall is available for such purpose.

No trash of any description shall be kept or permitted adjacent to or upon any lot. All refuse shall be kept in containers of the type provided by the City's waste removal company and shall be kept on the carport, the rear of the home, or storage shed at all times. Trash and yard waste containers may be placed for curbside pickup not before 5:00 P.M. the day prior to pick-up and shall be removed from curbside the day of pick-up.

(g) No signs permitted on lots, except real estate signs or political signs(s), in window, planter box or as approved by the District Manager. Political signs may only be displayed beginning four weeks prior to an election and may only be a total of four (4) square feet and must be removed no later than 24 hours after the election is finalized. No lot may display more than two (2) political signs. Small signs setting forth the owner's name and street address shall be permitted in planter box or on home. A small sign announcing "yard

Restated Deed of Restrictions

Revised last-4/29/14

sale" may be temporary placed on owner's property but shall not remain longer than 24 hours. The foregoing provision shall not be construed to prohibit temporary or permanent placement by the District of street signs, promotional signs, directional signs, or area identification signs, etc.

(h) All numbered lots are designated as residential lots which shall not be used for any other purpose than the housing of one single family. For the purpose of this paragraph a "family" shall mean an individual or group of persons related to each other by blood or marriage and/or a group of not more than three (3) persons who are not necessarily related living together under one roof.

(e) No animals, snakes, other reptiles, livestock, or poultry of any kind shall be kept, raised or bred on any residential lot, except that aquarium fish and caged birds shall be permitted to be kept as pets on a residential lot, provided, however, household pets shall not, at any time, be permitted to become a public or private nuisance. The term "Household Pets" shall be deemed to mean small dogs, cats, and rabbits not to exceed 25 pounds mature weight however an exception is made for a qualified service animal as provided for in Chapter 413 of the Florida Statute. No household pet shall be permitted to run at large and shall be restrained by a leash not more than six (6) foot in length when outside the home. No more than two (2) such household pets may be maintained on the owner's property at one time. Pets should not be allowed to stray on to property other than that of the pets' owner. Owners are responsible for cleaning up after their pet(s). No pets shall be allowed in the Recreation Building however an exception is made for service animals. Owners shall also abide by the rules and regulations set by Brevard County Animal Services.

Restated Deed of Restrictions

Revised last-4/29/14

j) No trade, business, profession or any other type of commercial activity shall be conducted on any lot.

(k) In order that public services may be rendered within the subdivision, a continuing, perpetual easement is hereby reserved in favor of and granted to all companies providing public service and duly constituted governmental bodies having jurisdictions over the premises and their respective agents, to enter upon and within all parts of the subdivision for lawful purposes in rendering or affording police and fire protection, sanitation services and similar public services within the District.

(l) Except for loading and unloading all vehicles shall be parked off the streets and roads of the District.

(m) All mobile/modular homes in the District must be appropriately skirted to conceal under carriage as approved by the District.

(n) All mobile/modular homes must be connected to central water and sewer systems serving the premises; and no private wells or septic tanks shall be permitted. No gas appliances of any kind are permitted. However, gas barbeque grills designed for outdoor use may be used provided no tanks above 30lbs will be permitted. No bottled gas tanks or fuel oil storage tanks shall be permitted on, above, or under any lot.

(o,p) PORT MALABAR HOLIDAY PARK is a community intended and operated as "housing for older persons" within the meaning of the Fair Housing Amendments Act of 1988, 42 U.S.C. Sections 3601, et seq. Each non-vacant lot shall be occupied by at least one (1) person fifty-five (55) years of age or older and all other occupants residing in the mobile must be at least forty (40) years of age. The age of prospective occupants shall be verified through a birth certificate, picture identification, or valid driver's license. Notwithstanding the above, if a lot previously occupied by a family ceases to meet the requirements of this provision as a result of death or

Restated Deed of Restrictions

Revised last-4/29/14

permanent institutionalization of the occupant aged 55 or older, the remaining occupants shall be allowed to continue to occupy the lot. The provisions of this paragraph shall apply to any subsequent tenant, sale, lease, rental, devise, transfer, or other conveyance of the lot on which the remaining family resides. For purposes of this subparagraph, an individual shall be deemed to be permanently institutionalized if said individual is committed to or placed into a nursing home or a mental or physical health institution upon suggestion or recommendation of a licensed medical physician, for a period of time exceeding eight (8) weeks.

With respect to Caregivers, the District Manager shall approve a caregiver's occupancy if the services of a caregiver are required and/or recommended to the resident individual by a licensed medical physician. (A "Caregiver's Application" is available in the District office for authorizing this service). A "bona fide caregiver" shall be defined as at least eighteen (18) years of age and an individual legally authorized to provide medical care to other individuals, family members, lot owner or renter who is unable to reasonably function without the caregiver's services. If the owner or renter dies or is permanently institutionalized, the caregiver shall no longer be allowed to reside in the unit.

Should unforeseen circumstances exist thereby preventing an owner from meeting the age requirements of the DISTRICT and application to the Board of Trustees will be provided to the lot owner where the lot owner will have the opportunity to submit their "hardship" claim to the Board of Trustees who has the authority to approve such occupancy.

Restated Deed of Restrictions

Revised last-4/29/14

4. The following provisions with respect to lot maintenance and the recreation facilities shall prevail as to each lot owner and are hereby imposed as to each individual lot.

a. Each and every lot owner, by acceptance of the deed conveying title to his lot, covenants and agrees to pay to the District a general maintenance fee as set forth by the District's Board of Trustees. The District arranges with the Brevard County Property Appraiser to include the Assessment fee on your annual property tax notice and with the Brevard County Tax Collector for processing said payment. Although this approach is for the owner's convenience and reduces the Districts' cost, it creates the potential for loss of your property in the event of non-payment of taxes.

b. The District shall provide to each residential lot owner recreational facilities, basic cable service and lawn maintenance service consisting of periodic mowing. No trimming or pruning of hedges, trees or bushes shall be included in said lawn maintenance. Lawn maintenance shall be provided by the District at such intervals as the District may deem necessary and convenient. In connection therewith, there is hereby reserved by the District the right to enter upon each and every residential lot for the purpose of providing lawn maintenance service or for the purpose of dealing with hazardous and obstructive conditions. The District may, at its option assign its right to provide the lawn maintenance services above described; to any person, firm or corporation of its choosing.

c. No residential lot owner shall be excused from the payment of the assessment because of his or her failure to use the recreational facilities, lawn maintenance service, basic cable service, or any part thereof.

d. It is further provided that all recreation facilities provided by the District shall be owned and operated by the District and that in addition to the assessment above set forth the District shall be entitled

Restated Deed of Restrictions

Revised last-4/29/14

to receive fees for additional services provided. Said additional charges shall be rendered only for services actually performed and goods or products actually sold. Each lot owner shall be permitted to utilize the recreational facilities from time to time, subject to reasonable use rules and regulations prescribed by the District.

Except as is otherwise provided for in this Declaration relating to lawn mowing by the District all lots shall be maintained by the owner of such lot in good appearance free of underbrush, weeds, rubbish, and accumulation of personal property, except items such as patio or porch furniture, and barbecue grills. The exterior of the homes shall be free of mold, mildew and/or dirt which are visible when the home is viewed from the street or any adjacent lot. The District, its agents or employees, shall have the right, but not the obligation, to enter upon any lot to cure any violation herein. Any such curing, maintenance or repair shall be at the expense of the Owner of the lot on which the violation has occurred or exists which expense shall be payable by such Owner of the lot to the District as a result of the Districts abating or curing violations and shall be due and payable within twenty on (21) days from the date of mailing of a statement by the District as provided for under Rules and Regulations Violation Time-Line. Entry to cure any violation shall not be a trespass. The rights of the District described in the section shall not be construed as a limitation of the right of the District to prosecute proceedings as law or in equity for the recovery of damages against persons violating or attempting to violate these covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the District to enforce the Declaration, however long continuing, shall not be a waiver of the right to enforce the Declaration at a later time.

Restated Deed of Restrictions

Revised last-4/29/14

DECALS

Holiday Park occupants whether owners, non-owner occupants or renters and whether or not year-long residents shall display a Holiday Park gate access decal on all motor vehicles operated by said occupants. Decals are to be placed; a) on the outside upper corner of the driver's side front windshield or b) if a windshield is not required and does not exist or such placement is limited by Statute, at a location approved by the District Manager. Occupants displaying the gate access decal shall be admitted to the District without having to stop and check-in at the entrance with the gate attendant. All motor vehicles not properly displaying the gate access decal shall be required to stop at the District's entrance gate, check-in, and obtain a temporary pass. The Holiday Park gate access decals shall also be required to park in any parking area for the use of the recreational facilities in Holiday Park.

Gate access decals shall be issued free of charge to all property owners and are reissued on a two year schedule provided that a) an application form, supplied by the District office, is completed and b) a copy of a valid vehicle registration certificate listing the property owner(s) name is provided to the District office. A maximum of two (2) decals shall be issued to each property meeting the stated requirement. (Property Ownership will be determined by the name(s) listed on the property Deed.)

The owner residing in a property with a non-owner occupant has the option of one (1) access decal, plus one (1) access decal for a non-owner occupant who has a) completed the non-owner occupant registration with the District office b) supplied a copy of the valid vehicle registration certificate listing the non-owner occupants name and c) the processing fee (*see Rules and Regulations, "Vehicle Decals"*) for decals is by the District office.

A non-owner occupant shall be provided gate access decal yearly for two (2) vehicles provided that a) an application form, supplied by the District office, for a non-owner occupant is completed b) a copy of a valid

Restated Deed of Restrictions

Revised last-4/29/14

vehicle registration certificate listing the non-owner occupant as the vehicle owner is supplied c) a Verification of Occupancy and Consent form executed by the property owner is supplied and d) the processing fee (see *Rules and Regulations, "Vehicle Decals"*) is received. One (1) decal shall be issued to the non-occupant owner of such property.

The fee may be adjusted by the Board of Trustees not less than 90 days prior to the renewal date of such decals.

Upon termination of occupancy of the non-owner occupant, all decals must be surrendered to the District Office of Holiday Park.

Additional decals may also be issued for RVs, boat and utility trailers, campers, as space provides, and mopeds and motorcycles registered to an owner-occupant or non-owner occupant who has meet the above required application process.

The term "motor vehicle", for purposes of this Deed of Restriction shall be defined as any vehicle which is self-propelled and upon which any person or property is transported, including automobiles, motor buses, trucks, RVs, motorcycles, mopeds, golf carts, and personal mobility scooters.

All owner-occupants and non-owner occupants shall, from the date they begin residing in the District, comply with this Deed of Restriction.

Any person who is required to display a decal that does not have the required decal shall be given a written notice to comply within 5 days of the date of notice. Any person who fails to comply after being given such notice shall be subject fines and civil enforcement of this Deed of Restriction by all available legal remedies including reimbursement to the District for all costs incurred, attorney and court fees caused by civil enforcement.

Restated Deed of Restrictions

Revised last-4/29/14 – 5/7/14

Fine System:

Violations to Deed of Restrictions are subject to a fine assessed by the Board of Trustees.

After two letters are sent to an owner for non-compliance a third certified letter will state the imposing \$125.00 fine. If the non-compliance is not corrected within thirty (30) days, a cumulative fine of up to \$250.00 would be imposed. If not paid and the non-compliance is not corrected, the District will take action to correct the non-compliance when applicable and file a lien on the property for the fine and all costs to cure the non-compliance.

Rules and Regulations

Vehicle Decals

The current \$20.00 fee may be adjusted by the Board of Trustees not less than 90 days prior to the renewal date of such decals.

Added: May 7, 2014

Visitors

A Resident must call the gate to allow access for a visitor by requesting a day pass. This includes access for any contractor services.

Extended Stay Guests

Guests are allowed extended stays, with a Resident, for a maximum of twenty-one (21) days per visit, two (2) times a year with minimum of thirty (30) days between each extended visit. Residents must call the office to arrange for an extended pass for their guest(s).

Guests, staying longer than 21 days must register in the District office and pay the registration fee for each occurrence. A registering guest must meet the "Resident" age requirement of Holiday Park.

#5 Reference to the recreational facilities being owned by the District and the establishment of reasonable rules and regulations for the use thereof is reserved to the district.

#6 The Board may establish reasonable rules and regulations concerning the use of the roads.

[#7 each time we do an amendment we will emphasize the re-adoption of all previous enactments in the WHEREAS clauses thereby reaffirming their existence.]

#8 "The restrictions and regulations herein are intended, to bind all the land within the jurisdictional boundaries and the residents their guests and invitees of the District.

#9 Delete

#10 If any subsection, clause, phrase, word or provision of this instrument is, for any reason, held invalid or unconstitutional by any court of competence jurisdiction, such invalid unconstitutional portion shall be deemed a separate, distinct, and independent provision, in such holding shall not affect the validity of the remaining portions of this instrument.

Fine Structure:

Violations to Deed of Restrictions are subject to a fine assessed by the Board of Trustees and detailed in Holiday Park Rules and Regulations.

If an owner is found to be in violation of the Deed of Restriction a letter will be sent to the owner explaining the violation giving the owner thirty (30) days to correct the violation. If after thirty (30) days the violation has not been corrected, a second letter indicating an impending \$125.00 fine, will be sent to the owner giving them an additional thirty (30) days to correct the violation. If after two letters are sent to an owner for a violation of the Deed of Restriction and the violation has not be corrected, a third certified letter will sent which will include a twenty-one (21) day invoice for the \$125.00 fine, a letter noting the impending cumulative fine of an additional \$125.00 if not corrected. If the violation is not corrected within thirty (30) days of the 3rd certified letter, the \$250.00 fine will be imposed and the District Manager will notify the Board of Trustees of the impending action. The Board of Trustees will review the status of the violation and, may at their discretion, direct the District office to correct the violation, send a twenty-one (21) day invoice, which includes costs to correct the violation, the fine, costs for the lien, and legal fees if applicable, and the required lien documentation for the property.