Restriction of Deed

The Declaration of Restrictions, Conditions, Covenant and Reservations affecting property located in the Port Malabar Holiday Park, Unit One Subdivision (for convenience usually referred to as the "Restrictions of Deed" or "Deed Restrictions") apply to all property located in Port Malabar Holiday Park Mobile Home Park Recreation District (usually referred to as Holiday Park).

How the Deed Restrictions were created is present below. A copy of the actual document can be obtained by contacting the Records Division of the Brevard County Clerk of Court. In addition copies of the Restrictions as well as the District's Regulations are avaibile from the Office.

On February 18, 1970, General Development Corporation owned all the property in PORT MALABAR HOLIDAY PARK UNIT ONE, as the same is shown on the PLAT recorded in Plat Book 22 at Pages 125 thru 137 of the Public Records of Brevard County, Florida

At that time General Development Corporation was creating a mobile home community (now know as Holiday Park), and recorded the following "conditions, covenants, restrictions and reservations" for the benefit of the property and for each owners and General Development Corporation and each and all of which to pass with the property and to apply to and bind the successors as covenants running with the land.

As a result General Development Corporation declared and recorded in the official Brevard County Court Records "that the real property described in and encompassed by the above Plat is and shall be held, transferred, sold conveyed and occupied subject to the conditions, covenants, restrictions and reservations hereinafter set forth.

When the District was created in 1983 pursuant to Chapter 418.3 Florida Statutes, all existing "Deed Restrictions" remained in full force and effect and they are set forth below, as well as subsequent amendments.

The Declaration of Restrictions, Conditions, Covenant and Reservations affecting property located in the Port Malabar Holiday Park, Unit One

1. PORT MALABAR HOLIDAY PARK, UNIT ONE shall be a mobile/modular home community. Each and every mobile /modular home placed or installed upon any lot within PORT MALABAR HOLIDAY PARK, UNIT ONE shall:

   (a) Be of a width of not less than twelve (12) feet.

   (b) Be inspected and approved as to age, appearance, condition and structural standards, by the GRANTOR'S Architectural Control Committee.

   (c) Be installed on the lot only by the authorized installation agency appointed by the GRANTOR, and in the manner designated by the GRANTOR ("Installation" as used in this subparagraph shall include, but not be limited to leveling, blocking, tying down, removal or masking of hitch, skirting, and installation of an approved set of steps.).

2. Lot owners may utilize Cable Television Service available at each lot. Connection charges and monthly service charges shall be the responsibility of the lot owner.

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 GRANTOR'S Architectural Control Committee as to location, position, set-back and architectural quality. In considering whether to grant such approval, the GRANTOR's Architectural Control Committee 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 PORT MALABAR HOLIDAY PARK, UNIT ONE community, as a whole.

   (b) No mobile/modular home shall be placed upon any lot unless there is also affixed thereto either an approved carport or a covered patio which may or may not be enclosed. Provided however that no mobile / modular home, structure, add-on or accessory shall be placed or erected on any lot closer than six (6) feet of any property line.

   (c) No fence shall be erected on any lot or any portion thereof, without the prior written approval of the GRANTOR's Architectural Control Committee. With respect to location of fences, and approval thereof, consideration will be given to the lawn maintenance provisions hereinafter set forth, whereby the GRANTOR will provide lawn maintenance, including the mowing of all lots. No fence, hedge or landscaping features shall be placed, altered or

maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

(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 in such manner that it shall not be visible from any street, any such umbrella-type clothes pole shall be removed when not in use.

(e) GRANTOR has made provision for a storage area for boats, boat trailers, travel trailers, campers and recreational vehicles which shall be stored within the special area provided by GRANTOR. No boat, boat trailer, camper or similar recreational vehicle may be stored or kept upon any residential lot.

(f) No derelict vehicles, vessels or trash of any description shall be kept or permitted adjacent to or upon any lot. All refuse shall be kept in containers of a type approved by GRANTOR'S Architectural Control Committee and located upon all lots as specified by said Committee. No repairs work shall be conducted upon any residential lot, except for necessary repairs to authorized improvement on the lot and emergency minor repairs, such as the changing of flat tires.

(g) No signs of any type or nature whatsoever may be erected or displayed on any lot without the prior written approval of the GRANTOR'S Architectural Control Committee, except that small signs setting forth the owner's name and street address shall be permitted. Provided, however, that the foregoing provision shall not be construed to prohibit temporary or permanent placement by the GRANTOR'S of street signs, promotional signs, directional signs, or area identification signs, etc.

(h) All numbered lots in UNIT ONE are designated as residential lots which shall not be used for any other purpose than the housing of one single family; provided , however, that Lots 17 thru 41, both inclusive, in Block 11 of said PORT MALABAR HOLIDAY PARK, UNIT ONE, shall be and are designated as DUPLEX LOTS which may be used for the purpose of housing not more than two (2) families.

(i) 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 only small dogs and small cats, neither of which shall be kept upon the premises for breeding purposes. No household pet shall be permitted to run at large and shall be restrained by a leash not more than ten (10) feet in length whenever the owner thereof removes same from the individual lot or lots occupied by the owner. Provided further that not more than two (2) such household pets may be maintained on the owner's property at one time.

(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 services and duly constituted governmental bodies having jurisdiction 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 said subdivision.

(l) Except for loading and unloading, all vehicles shall be parked off the streets and road of the subdivision.

(m) All mobile/ modular in the subdivision must be appropriately skirted to conceal undercarriage as approved by the GRANTOR.

(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. If gas appliances are utilized in any mobile/modular home, service must be obtained from a central gas system serving subdivision; no bottled gas tanks or fuel oil storage tanks shall be permitted on, above or under any lot.

o) No person under the age of forty (40) years shall be permitted to occupy any residential lot (single family or duplex), or be an occupant thereof. (2) A person shall be deemed to be "residing" on a lot if said person occupies a lot for a period longer than thirty consecutive days, or if a person occupies a lot for more than two non – consecutive periods of three (3) weeks or less within any twelve (12) month period or if at least thirty (30) days has not lapsed between each such non-consecutive occupancy period. Notwithstanding the above, persons under the age of forty (40) residing on a lot as of the effective date of this Amendment shall be permitted to continue to reside therein for as long as said persons continuously reside on said lot. (3) The provisions of subparagraph (1) of this paragraph 3 (o) shall not apply to lot owners who are under the age of forty (40) as of the effective date hereof until said lot owner transfers, devises, sells or conveys said lot to a subsequent owner. (4) The age of prospective occupants shall be verified through a birth certificate and other picture identification or a valid Florida Driver's License. Notwithstanding the above, a person under the age of forty (40) may be permitted to reside on a lot if said persons is a bona fide caregiver and approved by the District. A "bona fide caregiver" shall be defined as an individual legally authorized to provide medical care to other individuals or family members over the age of eighteen (18). The District shall approve a caregiver's occupancy if the following circumstances exist: (1)

the individual requiring the services of a caregiver has been a resident of the park for at least three (3) months; and (2) the services of a caregiver are required and / or recommended to the resident individual by a licensed medical physician.

(p) PORT MALABAR HOLIDAY PARK, UNIT ONE is a community intended and operated for persons aged 55 or over. Each non-vacant lot shall be occupied by at least one (1) person 55 years of age or older. No lot shall be rented, leased or otherwise occupied by an individual or individuals who do not meet the requirements of this subparagraph (p). The provisions of this paragraph 3 (p) shall apply only to lots sold, transferred, rented, leased devised, or otherwise conveyed after the effective date hereof. Age shall be verified through a birth certificate and other picture identification or valid Florida Driver's License. Notwithstanding the above, if a lot previously occupied by a family defined in Ordinance 88-2 ceases to meet the requirements of this provision as a result of death or permanent institutionalization of the occupant aged 55 or older, the remaining occupants shall be allowed to continue to occupy the lot, however, the provisions of this paragraph 3 (p) shall apply to any subsequent 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.

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

(a) Each and every lot owner, by acceptance of the deed conveying title to his lot, covenant and agrees to pay to the GRANTOR a monthly recreation fee of $30.00 per month, payable in advance on the first day of each and every month. Said recreation fee may be adjusted annually so that the amount thereof shall be not less than 125% of GRANTOR'S actual cost for providing recreational facilities.

(b) The GRANTOR, its successor and assigns, shall provide to each residential lot owner lawn maintenance service consisting or periodic mowing. No trimming or pruning of hedges, trees or bushes shall be included in said lawn maintenance. Said maintenance shall be provided by GRANTOR at such intervals as GRANTOR may deem necessary and convenient. In connection therewith, there is hereby reserved by GRANTOR the right to enter upon each and every residential lot for the purpose of providing such lawn maintenance service. Each lot owner (their successors, assigns and remote grantees), by the acceptance of his deed, agrees to accept said services to be performed by the GRANTOR, and agrees to pay GRANTOR the sum of $20.00 per month, payable in advance on the first day of each and every month. Said

maintenance service fee may be adjusted annually so that the amount thereof shall be not less than 125% of GRANTOR's actual cost for providing such lawn maintenance service.

(c) In the event that any lot owner shall fail to pay either or both the recreational fee and the lawn maintenance fee hereinabove provided to be paid in the manner and at the time hereinabove set forth, then the GRANTOR shall have a lien against the defaulting owner's lot to secure the payment of delinquent fees and collection costs, including reasonable attorney fees, which lien may be foreclosed in the same manner as mortgage liens may be foreclosed in the State of Florida provided, however, that such lien for delinquent fees and collection costs shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association or any insurance company.

(d) No residential lot owner shall be excused from the payment of the recreation fee or the lawn maintenance fee above provided for because of failure to use the recreational facilities, or because any such residential lot owner shall have voluntarily provided hi own lawn maintenance, or any part thereof.

(e) It is further provided that all recreation facilities provided by GRANTOR in the PORT MALABAR HOLIDAY PARK community, shall be owned and operated by the GRANTOR, and that in addition to the recreation fee above set forth and provided, the GRANTOR shall be entitled to receive additional fees for services provided and products sold, such as, for example, locker fees, food and beverage services and similar services. 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 recreational facilities subject to reasonable use rules and regulations prescribed by the GRANTOR from time to time.

(f) Grantor may, at its option, assign its right to provide the lawn maintenance services above described, to any person, firm or cooperation of its choosing, and in the event of such an assignment which shall be recorded among the Public Records of Brevard County, Florida), GRANTOR'S assignee shall have the right to enforce the lawn maintenance fee lien as hereinabove provided, and shall assume the obligation of GRANTOR contained in paragraph (b) above. GRANTOR may also elect, at its option, to sell or lease the recreation facilities hereinabove referred to, to any other person, firm or cooperation provided that any such sale or lease shall make provisions for the use of such recreational facilities by the residential lot owners as hereinabove set forth, and in the manner hereinabove set forth. In such event, the GRANTOR'S transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation fee and the right to enforce the lien for non-payment of same as hereinabove provided. Any such conveyance, transfer or lease shall be made by instrument recorded among the Public Record of Brevard County, Florida.

5. These Conditions, Covenants, Restrictions and Reservations are imposed in order to insure proper use and appreciate development and improvements of ach residential lot and of the PORT MALABAR HOLIDAY PARK, UNIT ONE, community as a whole; to insure adequate and reasonable development of the property; and to protect the interest of the GRANTOR in recreation facilities hereinabove referred to, as well as the right of the GRANTOR to provide lawn maintenance services and to be compensated therefore. It being expressly stipulated, however, that the GRANTOR, as owner of property adjacent to the subdivision of PORT MALABAR HOLIDAY PAR< UNIT ONE may create other mobile/modular home subdivisions on all or any portion thereof; and such other subdivisions may be subject to similar, but not necessarily identical, restrictions and covenants as contained herein. Said lot owners may utilize the GRANTOR's recreational facilities hereinabove referred to and any additional thereto, for such fees and under such reasonable use rules and regulations as GRANTOR may prescribe from time to time.

6. Title to the private roads within the subdivision of PORT MALABAR HOLIDAY PARK, UNIT ONE, is vested in the GRANTOR who shall assume responsibility for maintenance and repair of same until public dedication or conveyance of same to a governmental agency having jurisdiction there over. All lot owners within the subdivision and their invitees shall be and are to be considered as licensees of the GRANTOR with respect to the use of said private roads for ingress or egress to the various lots within the subdivision and for all other lawful purposes.

7. Each of the Conditionals, Covenants, Restrictions and Reservations hereinabove set forth shall continue and be binding upon the GRANTOR and upon its successors and assigns, and upon each of them, and all parties an persons claiming under them for a period of THRITY (30) years from the date of recording hereof, and automatically thereafter, for successive periods of TEN (10) years each, unless terminated prior thereto by GRANTOR. Provided, however, that notwithstanding the foregoing date references contained in this paragraph, said Conditions, Covenants, Restrictions and Reservations may be altered, amended or rescinded in whole or in part (except as to paragraph 4 and 5 hereof) at any time by the GRANTOR or the then fee owner or fee owners appearing of record of a majority of the lots in the subdivision. Provided further, however that no such alteration, amendment or rescission may be made or shall become effective without the joinder and consent of the GRANTOR during the period of ten (10) years from date of recording thereof. For the purpose of this paragraph, the fee ownership of each lot in the subdivision shall entitle the owner or owners, regardless of the number of such owners, to a single vote for each lot.

8. The covenant herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to

hold, agree and covenant with the owners of said residential lots, their successors an assigns, and with each of them, to conform to and observe all of said Conditions, Covenants, Restrictions and Reservations.

9. The failure of the grantor or any of its grantees, successors or assigns, or the owner of any lots or lots affected hereby, to enforce any of the Conditions, Covenants, Restrictions and Reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violations of these Conditions, Covenants, Restrictions and Reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.

10. The invalidation of any of these Conditions, Covenants, Restrictions and Reservations or any part thereof, by Judgment, Court Order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

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