



# **BOARD OF TRUSTEES**

## **SPECIAL MEETING – Deed of Restrictions**

### **April 3, 2014**

**1. Call to order**

By: Joanne Gaughan, Chairman, at 3:00 P.M.

**2. Pledge of Allegiance**

Led By: Joanne Gaughan

**3. Roll Call**

By: Allison Kelly, Assistant Secretary; Joanne Gaughan, Chairman; Harald Albinus, 2<sup>nd</sup> Vice Chairman; Allison Kelly, Assistant Secretary; Philius “Phil” Matton, Treasurer; Rodney “Rod” Lindsay, Trustee; and Daniel “Dan” O’Connell, Trustee. All acknowledged their presence. Rebecca “Becky” Earnest, 1<sup>st</sup> Vice Chairman; Marion “Molly” Stone, Secretary; Marilyn Spall, Assistant Treasurer, were absent. Cheryl Ennis, District Manager was present with Sharon Johnson recording.

**4. Review and Discuss – Deed of Restrictions Items: 3) C & 4) A&B for changes/updates**

Joanne Gaughan asked for a motion to include all of item 4 on the agenda. Allison Kelly made a “motion to concentrate on DOR number 4 completely”. Dan O’Connell seconded the motion. A vote called. Motion carried. The Board and residents discussed item 4 in the DORs as presented by the DOR committee as an item the committee had worked on before it was disbanded. See Attached.

**5. Discussion – Fine system for non-compliance**

The Board and residents discussed fines for non-compliance. Joanne Gaughan asked the Board if they were in favor of fines. All Board members present agreed with a fine system except for one member of the Board. Amounts varied from \$125 to increments of \$200, \$300, and \$500.00 or a fee and if not fixed go directly to the Attorney for collections which would include Attorney fees. This item will be discussed at the next DOR meeting.

**6. Public Comment**

Donna Matton said that the ACC Board should have items ready for discussion at the next Board meeting.

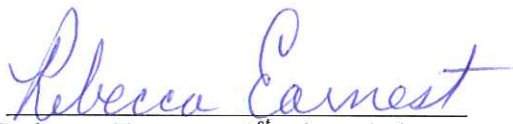
Jean Beach asked if the Board would have the completed Restated DOR’s voted on at one time or broken up section by section. It was said that it would be a difficult process but would need to be discussed. An opinion by the Attorney will be solicited.

**6. Trustees Remarks**

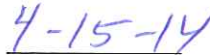
The Board set a date for April 17<sup>th</sup> at 3:30 P.M. to discuss item 3C fencing, fines, and ACC rules and regulations.

**8. Adjournment**

Harald Albinus made a "motion to Adjourn". Allison Kelly seconded the motion. A vote was called. Motion carried. The meeting was adjourned at 4:35 PM.



Rebecca Earnest – 1<sup>st</sup> Vice Chairman  
Board of Trustees



Date

Restated DOR #4

4/3/13

All Deeds of Restrictions apply to both Unit One and Unit Two of Port Malabar Holiday Park Mobile Home Park and Recreation District (hereinafter referred to as the "the District").

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' costs, 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. E. 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, ~~or because any such residential lot owner shall have voluntarily provided he or her own 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 to receive ~~additional 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 ~~from time to time~~.

e. 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 in section \_\_\_\_\_. 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.