

**PORT MALABAR HOLIDAY PARK**  
**MOBILE HOME PARK RECREATION DISTRICT**  
**ADDENDUM NEWCOMER PACKET**  
**DEED RESTRICTION UPDATE**  
**APPROVED BY BALLOT VOTE 05/10/2017**

**ARTICLE III**  
**RESTRICTIONS ON USE OF LOT**

**Section 2. Limitation on Residential Lot Ownership**

The number of residential lots owned by an owner of a lot in Port Malabar Holiday Park, Unit One and Unit Two is hereby limited to one (1). The owner must make an "APPLICATION FOR PURCHASE / REGISTRATION" with the District Office prior to purchase with the registered owner being the primary resident of the property. After registration as a "resident", the owner may elect to "Rent Out" the property with the stipulation that the owner shall not be permitted to purchase another property per the limitation of one (1) property per owner. Any person renting a unit or part of a unit shall first make an "APPLICATION FOR RENTAL or NON-OWNER" with the District Office prior to renting / occupancy. The APPLICATION FOR PURCHASE / REGISTRATION and APPLICATION FOR RENTAL or NON-OWNER shall be provided by the District and the form of such applications shall be approved by the Board of Trustees. Nothing herein shall affect the ownership of any residential lots in excess of the lot ownership limitation herein, which predates the effective date of the referendum approving this section (hereinafter referred to as 'Non-Conforming Ownership Lot'). Provided; however, that in the event an owner of a Non-Conforming Ownership Lot divests themselves of such lot they shall not own any new lot if such ownership would cause a violation of this section. The term "owner" shall mean an individual person, a business organization, and a related entity of such individual person or business organization. For purposes herein, the term 'individual person' means any person who owns a residential lot in their individual name, including a life estate or remainder interest, or in joint names with another, including but not limited to, joint tenants, joint tenants with right of survivorship, tenants in common, tenants by the entirety or similar designation. The term 'business organization' shall mean, to include but not be limited to, a corporation (either profit or not-for-profit), any form of partnership, a joint venture, or a limited liability company (LLC) a Trust, including a real estate trust, revocable trust, or irrevocable trust. The term 'related entity' shall mean a business organization, where the legal, equitable or beneficial ownership interest in such related entity is owned by an individual person or other business organization that owns a lot or lots in Port Malabar Holiday Park, Unit One and Unit Two." *(Resolution 2017-02 previously approved by the District on May 10, 2017 and certified by the Board on May 22, 2017)*

**PORT MALABAR HOLIDAY PARK**  
**MOBILE HOME PARK RECREATION DISTRICT**  
**ADDENDUM TO NEWCOMER PACKET**

**BY-LAWS**  
**AMENDED BY VOTE OCTOBER 16, 2016**

ARTICLE VI (Now reads)

**TERM OF OFFICE. FILLING OF VACANCIES ON THE BOARD OF TRUSTEES**

(a). No person shall be elected or appointed to the position of Trustee for more than three (3) consecutive terms. For purposes herein, the term of office shall be that which is defined by Section 418.302 of the Florida Statutes, as may be amended, which is currently 2 years; provided, however that service in less than a full term shall be considered a term of office for purposes herein. Service in a term of office or part of a term of office which commenced prior to the effective date of this subsection will be considered in the calculation of the term limits set herein. Only those prior terms or parts of a term which were consecutive with each other and would be consecutive with the new term shall be used in the calculation.

(1) No person who has served three (3) consecutive terms (currently 6 years) prior to the effective date of this subsection shall be eligible to serve as a Trustee, but any sitting Trustee who would otherwise meet the term limitations herein, shall be allowed to complete their current term. By way of further explanation, if a Trustee was elected or appointed to a term, part of a term or terms prior to the effective date of this subsection those terms will be used in the calculation of the three (3) term limitation as long as they were consecutive terms and if the total of those prior terms equal or exceed the three (3) term limit now imposed then that person shall not be eligible to be elected or appointed as a Trustee; provided, however, even if the prior elected terms equal to or exceed three (3), the Trustee shall be entitled to complete their current term.

(2) Furthermore, any person who has left office prior to the expiration of a term shall not be elected or appointed to an office if the term of the office sought, including the prior terms would exceed three (3) consecutive terms. By way of further explanation, if a Trustee was elected to a third term, but left office before completing the third term, they would be ineligible to be elected or appointed to a new term if the total of the new term and the old terms of office would exceed three terms.

(3) Notwithstanding any of the above limitations, a person may be elected or appointed to an office if they sit out for a full term.

(4) Notwithstanding the provisions of sections (1) and (2) above the Board of Trustees by a super majority vote

(6) may waive the restrictions on appointing a member to the Board of Trustees if it is determined that there are no other persons willing to serve in the appointed position except a person or persons who would otherwise be ineligible due to the term limitations herein.

(b). Subject to the provisions of (a) above, if the office of any member of the Board of Trustees becomes vacant prior to the expiration of such member's term of office the Board of Trustees shall fill the vacancy, by majority vote of the remaining Trustees, by appointment of a successor from among the electors of the District. Such appointed member shall hold office for the remainder of the term of the vacant office. In the event that any election shall fail to fill a seat of a Trustee the Board of Trustees shall fill the seat by appointment of a successor,

by a majority vote of the remaining Trustees, from among the electors of the District. Such appointed member shall hold office for the remainder of the term of the office.

(c) For purposes herein the term "elected" or the term "election" shall include both contested and uncontested candidacies for a position on the Board of Trustees.

(amendment recorded in minutes 10/17/2016)

**PORT MALABAR HOLIDAY PARK  
MOBILE HOME PARK RECREATION DISTRICT  
ADDENDUM TO NEWCOMER PACKET  
**RULES AND REGULATIONS for the DISTRICT****

**GENERAL RULES and REGULATIONS:**

Page 3 Amended and Approved 4/10/2017

# 6. Repairs and replacements outside the home shall be expeditiously completed between the hours of 8:00 A. M. and 5:00 P. M. (with the exception of emergencies). No Contractor work is allowed on Sunday's except in an emergency. Work performed by Residents outside the home on /Sunday shall be completed between the hours of 12:00 P. M. – 4:00 P. M. (with the exception of emergencies).

**HOME/GROUNDS MAINTENANCE:**

Page 4 Amended and Approved 4/09/2018

# 7. “All existing carports must be maintained or replaced if damaged or destroyed.” Carports are not to be used as a storage area. Only patio furniture, grills bicycles, or similar items are to be kept on carports or patios. (See Article III, Section 7 of the Deed Restriction.)

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Page 7 Amended and Approved 2/27/2017

**GARBAGE AND RECYCLING RULES & REGULATIONS**

Per Waste Management

Service is to be provided by City's contractor: Waste Management  
Residents can put their containers out anytime the day before pick-up and bring them in anytime after pick-up.

**CURBSIDE COLLECTION: WEDNESDAY (for all garbage)**

- Garbage carts (Green top) should be used for household garbage only.
- Bag and tie all household garbage before putting it in the cart.
- Place your cart curbside with the opening facing the street.
- Cart should be on the opposite side of the driveway from your mailbox to avoid any damage.
- Items not inside the cart will not be collected.
- DO NOT block your cart with your car.

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Page 8 Amended and Approved 10/17/2016

**GOLF CART, SCOOTER, AND MINI-BIKE**

**RULES AND REGULATIONS**

1. All golf carts, scooters, mini-bikes, and personal mobility vehicles are to be registered at the District Office with make, model, color, and description, which will be recorded and have an access decal applied.
2. Golf carts, scooters, mini-bikes, and personal mobility vehicles may be operated by registered residents or guests who are at least 18 years of age. A registered resident who then accepts full responsibility for compliance with these regulations MUST accompany all other operators.
3. ATV's are not permitted for use by residents or guests in the District.

4. Anyone operating a golf cart, scooter, mini-bike, or personal mobility vehicle shall abide by the rules of the roads, including but not limited to stop signs, speed limit, and right of way.
5. All golf carts, scooters, mini-bikes, and personal mobility vehicles shall have proper electric front and rear lights when operating after dusk.
6. Personal mobility vehicles must be operated on the shoulder or sidewalk when possible.
7. No outside (non-resident) Golf Cart, Scooters, Mini-bikes or personal mobility vehicles will be allowed to drive into the park.

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**PORT MALABAR HOLIDAY PARK  
MOBILE HOME PARK RECREATION DISTRICT  
ADDENDUM TO NEWCOMER PACKET  
**RULES and REGULATIONS for the DISTRICT****

Page 9 Amended and Approved 1/8/2018

**STORAGE COMPOUND RULES**

At no time will any owner or property address be permitted the use of multiple spaces within the Storage Compound. The Storage Compound is only for use by Holiday Park property owners. The stored vehicle must be registered to the property owner. The vehicle registration must remain current at all times. A current registration for the vehicle must be provided when registering the vehicle with the office. Storage Compound decals are provided by the office when the space is assigned. Commercial vehicles are not permitted to be stored in the Storage Compound.

Usage of the Vehicle Compound Storage space is not an entitlement but is a privilege allowed to property owners/renters (hereafter referred to as “resident”) by the District on a space available basis. It has always been an “unwritten rule” that the space available clause was restricted to ONE (1) space per resident based on their primary residence regardless of the number of properties owned or leased by the resident. Therefore, the ONE space rule per primary residence will apply to all residents (including owners or renters) and the vehicle for which the space is assigned MUST be registered to the resident and the registration for the vehicle must have a current valid registration proof of which may be requested by the District Manager.

Any resident who has a space in the RV Compound must be in compliance with all Deed of Restriction’s and Rules and Regulations. If there are any violations outstanding on the Residents home OR vehicle in the Compound, the resident will be notified of said violation(s) and an expected end date to cure violation(s) per District Violation Policy. If violation(s) are not cured in specified timeframe the resident will have 10 Days to remove said vehicle from the compound and will lose their assigned place in the compound. If the vehicle is NOT removed within specified timeframe, the vehicle will then be towed at owners expense. Their name can be placed on the waiting list once all violations have been cured and signed off by the District Manager.

All residents who have a boat, trailer, or R.V. are required to park the unit in the compound and must complete an application form that is available at the District Office. The owner will be assigned a numbered location within the compound and issued a decal. If space is unavailable, a number from the waiting list will be assigned and the owner will be notified as space becomes available.

In consideration for the District supplying such storage space, the owner of the recreational vehicle does hereby release the District of and from all claims, demands, liabilities, and causes of action of any kind whatsoever for damage or loss, which may occur to the said recreational vehicle while stored in the compound.

The undersigned further understands and agrees that, but for the release set forth above, the District would not be willing to provide the storage space which is the subject of this agreement.

The undersigned expressly understands and agrees that he or she has the opportunity to purchase private insurance through a carrier selected by the undersigned on the said recreational vehicle to cover damage to or theft of the recreational vehicle while stored at the compound.

New owners or renters requesting a space in the compound should do so during regular office hours. Owners have precedence on available space assignment. In case of evening or weekend arrival, unit should be parked in the Recreation Hall parking lot as far away from the building as possible in such a way that it does not hinder the flow of traffic.

All spaces are sized to provide maximum utilization and will be issued accordingly. Re-assignments will be required to accomplish this goal as necessary.

Once a user is assigned a space, the space cannot be "lent out" while user is away.

Units must be centered within the boundary markers at all times. Compound access is by key only, obtainable through the District

Office, Security Gate, or may be purchased through the District office.

Any damage caused by user i.e., fence damage, tire ruts, etc., shall be user's responsibility to repair.

Registration for a space in the compound must be renewed annually. All storage compound related business will be conducted during regular business hours.

As required by the Deed Restrictions, the following apply:

*[See Deed Restriction, Article III, Section 12 (A)].* Except as herein provided, no commercial vehicle, boat, trailer, or recreational vehicle shall be parked on any residential lot. Any person, property owner, occupant, lessee, 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.

1. No disabled or unlicensed vehicles of any kind shall be kept or permitted in the compound.
2. This section shall not prevent convenient parking for the purpose of loading and unloading, for reasonable periods of time, not to exceed forty-eight (48) hours. The Vehicle Storage Compound may be used by residents at their own risk upon the following conditions. The “vehicle” to be defined as any recreational vehicle (e.g. boat, motor home, camping trailer, utility or boat trailer), shall **in no way** include any commercial vehicles as described.
3. All vehicles, boats, trailers, RVs etc. will be assigned storage areas, by the office, on “space available” basis. Residents may purchase a gate key to the compound at the office which may be returned with a copy of the receipt for a refund or, may obtain a temporary key for access which is to be returned after access has been made. All unauthorized vehicles, after a 10-day notice to the resident who obtained the assigned space, will be dealt with as provided for abandoned vehicles in the city of Palm Bay. Only renters or owners may store vehicles belonging to them in this area. Permanent residents will be given priority on compound spaces. No cars, trucks or motorcycles are allowed to be stored in this area.
4. Any vehicle in disrepair will be given two weeks to repair or remove said vehicle. The District has the authority to tow if the vehicle is not in compliance.
5. All vehicles must have a current access decal issued by the office.
6. Any vehicle removed from the compound for more than 30 days without notifying the office will relinquish the Compound space.
7. Decals are renewed annually for all items in compound storage.



**PORT MALABAR HOLIDAY PARK  
MOBILE HOME PARK RECREATION DISTRICT  
ADDENDUM TO NEWCOMER PACKET  
ARCHITECTURAL CONTROL COMMITTEE  
**Rules and Regulations****

Meeting Time Changed to: 1<sup>st</sup> and 3<sup>rd</sup> Tuesday

Page 1 (Rule added by vote of Trustees 4/09/2018)

**Owner in Good Standing Requirements**

In order to be considered for approval of an application, all applicants must be in good standing and in compliance with all Deed Restrictions, Rules and Regulations of the park and must have no outstanding violations against said property.

Page 2 (Rule for skirting replaced by a vote 4/10/2017) :

**Skirting:**

Must be stucco, vinyl or concrete based and must be of a termite resistance material. The front of the home shall be closed solid, planters are optional. All older homes not using stucco, vinyl or horizontal slats (in good working order) should use a hard wire cloth or wire mesh not to exceed ½ openings either behind or in front of the block or brick to keep unwanted animals out. All homes must have adequate ventilation, according to building code requirements. It is strongly suggested that all homes have a protection from weed eaters around the skirting.

Page 3 (Rule for colors on new and existing units changed 5/22/2017):

**Colors:**

Units, add-on and sheds being painted or re-sided must conform to the esthetic value of the community. There will be a copy of acceptable colors kept at the district office, if you choose one of these colors, you may paint or re-side without approval. If the color you would like is not on the approved list, you must obtain approval from the District Manager before proceeding.



**PORT MALABAR HOLIDAY PARK  
MOBILE HOME PARK RECREATION DISTRICT  
ADDENDUM TO NEWCOMER PACKET**

**POLICIES of the DISTRICT**

Addition Approved 11/17/2016

**Gifts to Special District Officials and Special District's Chief Administrative Employee**

**SOLICITATION OR ACCEPTANCE OF GIFTS:** No Trustee, officer or employee of the District shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service.

**DOING BUSINESS WITH THE DISTRICT:** No employee of the District acting in his or her official capacity as a purchasing agent, or public office acting in his or her official capacity, shall either directly or indirectly purchase, rent or lease any realty, goods or services for the District from any business entity of which the officer or employee or the officer's or employee's spouse or child, has a material interest.

**UNAUTHORIZED COMPENSATION:** No Trustee, officer or employee of the District or his or her spouse or minor child shall accept any compensation, payment, or thing of value when such person knows or should know that it was given to influence a vote or other action.