



PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT

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

BOARD OF TRUSTEES

REGULAR MEETING AGENDA

May 11, 2015 - 7:00 PM

Philias "Phil" Matton
Chairperson

Allison Kelly
1st Vice-Chairman

Joanne Gaughan
2nd Vice-Chairman

Rebecca "Becky" Earnest
Secretary

Marion "Molly" Stone
Assistant Secretary

Vacant
Treasurer

Marilyn Spall
Assistant Treasurer

Harald Albinus
Trustee

Rodney "Rod" Lindsay
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. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Announcements by Chairman**
6. **Recreation Hall Doors**
 - Presentation by Steve Martino, Project Manager, CDA Solutions - Aluminum Door
 - Trustee comment
 - Public comment
7. **Consideration of Approving the Board Meeting Minutes of April 13, 2015, April 27, 2015, and April 28, 2015**
 - Attachment: April 13, 2015 meeting minutes
 - Motion to approve minutes
 - Trustee comment
 - Call for vote

 - Attachment: April 27, 2015 meeting minutes
 - Motion to approve minutes
 - Trustee comment
 - Call for vote

 - Attachment: April 28, 2015 meeting minutes
 - Motion to approve minutes
 - Trustee comment
 - Call for vote
8. **Resignation – Trustee/1st Vice Chairperson, Allison Kelly (District 6)**
 - Motion to Accept Letter of Resignation
 - Call for vote
9. **Emergency Management - Storm Debris**

Consideration of approving Resolution 2015-04, 2015-05, and 2015-06, – authorizing utilization of City of Palm Bay contracts for management, removal and disposal of storm debris and related services if/when needed basis

 - Attachments: Resolution 2015-04, 2015-05, and 2015-06
 - Motion to approve Resolution 2015-04, 2015-05 and 2015-06
 - Trustee comment
 - Public comment
 - Call for vote



**PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT**

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

- 10. Consideration of approving the final deed restriction for Port Malabar Holiday Park Mobile Home Park and Recreation District**
Attachment: Amended, Consolidated, and Restated Declaration of Restrictions
Motion to approve document and directing that a copy be filed with the Clerk of Courts
Trustee comment
Public comment
Call for vote
- 11. Consideration of approving the final draft of the restated Port Malabar Holiday Park Mobile Home Park and Recreation District Policies of the District**
Attachment: Port Malabar Holiday Park Mobile Home Park and Recreation District Policies of the District
Motion to approve document
Trustee comment
Public comment
Call for vote
- 12. Consideration of approving the final restated Port Malabar Holiday Park Mobile Home Park and Recreation District Rules and Regulations**
Attachment: Port Malabar Holiday Park Mobile Home Park and Recreation District Rules and Regulations
Motion to approve document
Trustee comment
Public comment
Call for vote
- 13. Bonding Alternate Trustees**
Consideration of approving additional Trustees for Bonding to enable checks signing for District Business (2) Trustees needed
Motion to Approve Bonding of (Trustee Name) to sign checks
Trustee comment
Public comment
Call for vote
- 14. Budget 2015-2016 Budget**
Consideration of preliminary budget proposal for the fiscal year starting October 1, 2015
Attachment: Proposed 2015 – 2016 budget and assessment
Trustee comment
Public comment
Call for vote to tentatively approve the proposed budget pending formal budget hearings to be held on June 8, 2015

15. Review of drafting plans:

Attachments: CAG Caribeno Architectural Group
Engineering & Design Concepts
Projected cost via email from Gary Karel PA
Trustee comments
Public comments
Call for vote (if chosen)

16. Public Comment

17. Trustees remarks

18. Adjournment



CDA Solutions, Inc. dba
Commercial Door & Access
 7622 Emerald Drive
 Suite 5
 West Melbourne, FL 32904

Estimate

Date 5/5/2015 Proposal # 3585

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No.

Tech

SM

Item	Description	Qty	Rate	Total
Concrete	Labor and materials furnished and supplied to fill in 10 grill vent openings according to engineering spec provided by customer. Includes labor and materials to remove wooden vents and install CMU walls with poured block and steel dowels. Stucco finish for the inside and outside.	1	7,980.00	7,980.00
Permit Fees	Permit Fees	1	300.00	300.00
	Painting and color match to be done by others			

Subtotal \$8,280.00

Sales Tax (0.0%) \$0.00

Total \$8,280.00

TERMS & CONDITIONS

By signing this contract you agree to all terms and conditions.

Authorized Signature & Title _____ Date: _____

Print name: _____

Disclaimer:

Not all of these policies will apply to every job or project, if you have any questions please ask your representative.

Paint and Finishes:

Any painting or finishing is not included, unless specified in detail in the quote. We do not color match. Any matching will be the sole responsibility of the contractor or owner we are working for.

Permitting:

Permits, if required, will cost an additional \$500.00 minimum administration fee plus the municipalities charge (base of \$200 plus \$125 per inspection trip). We cannot guarantee length of time for the permitting process. CDA will not be responsible for delays due to unavoidable casualties, inclement weather, acts of god or shortages of materials from manufacturer. Special order items are nonrefundable and may take 6-8 weeks for delivery.

Payment terms:

A deposit of 50% of total invoice is required, unless other arrangements are made. We will not book, order parts, or allocate labor in any way until signed contract and deposit is received. Balance is to be paid when said job is 98% complete. With this agreement, you assume liability for any and all additional costs or fees that may occur due to non-payment, including, but not limited to court costs and/or legal fees.

Insurances:

This quote is given in accordance with our current insurance policies. We carry enough to satisfy most; nation-wide accounts, governments and malls, any additional required by the owner, will be billed as a change order including: supplements or additional, all bonds, additional insured, etc. Please ask for certificate of limits if you have special needs.

Wages:

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CDA Solutions, Inc. dba
Commercial Door & Access
 7622 Emerald Drive
 Suite 5
 West Melbourne, FL 32904

Estimate

Date 5/5/2015 Proposal # 3586

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No. Tech

SM

Item	Description	Qty	Rate	Total
Concrete	Labor and materials supplied to remove existing wooden arch above two double door openings. Labor to re-frame with sheathing and framing according to engineer spec provided by customer. Stucco finish for the inside and outside.	1	3,500.00	3,500.00
Permit Fees	Permit Fees	1	300.00	300.00
	Painting and color match to be done by others			

Subtotal \$3,800.00

Sales Tax (0.0%) \$0.00

Total \$3,800.00

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CDA Solutions, Inc. dba
Commercial Door & Access
 7622 Emerald Drive
 Suite 5
 West Melbourne, FL 32904

Estimate

Date Proposal #
 5/5/2015 3587

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No. Tech

SM

Item	Description	Qty	Rate	Total
Storefront	Door 1: MK NARROW STILE 6070 DOOR: 1. Glass to be: 1/4 CLEAR TEMPERED Non- Impact 2. Finish to be: BRONZE:ANODIZED 3. 4 1/2" X 4" Butt Hinges 4. REGENT CONCEALED ROD PANIC HRW SERIES 5770 5. 10" offset tubular pull 6. Drop Plate 7. Standard duty closer, Bronze 8. Standard duty closer, Bronze 9. THRESHOLD TYPE: SADDLE	1	8,075.13	8,075.13
Permit Fees	Permit Fees	1	300.00	300.00
	Removal and haul away of old doors, furnish and install (2) 6070 double set of commercial storefront door and frame.			

Subtotal

Sales Tax (0.0%)

Total

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7622 Emerald Drive
Suite 5
West Melbourne, FL 32904

Estimate

Date 5/5/2015
Proposal # 3587

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
215 Holiday Park Blvd., NE
Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
215 Holiday Park Blvd., NE
Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No.

Tech

SM

Item	Description	Qty	Rate	Total
	To meet Florida building code standards must have hurricane protection to protect the opening. For example a storm panel shutter system.			

Subtotal \$8,375.13

Sales Tax (0.0%) \$0.00

Total \$8,375.13

TERMS & CONDITIONS

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Authorized Signature & Title _____ Date: _____

Print name: _____

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CDA Solutions, Inc. dba
Commercial Door & Access
 7622 Emerald Drive
 Suite 5
 West Melbourne, FL 32904

Estimate

Date 5/5/2015 Proposal # 3588

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No.

Tech

SM

Item	Description	Qty	Rate	Total
Storefront	Door 1: MK-2 MEDIUM STILE 6070: 1. Glass to be: 9/16 GRAY HARDCOAT LOW-E .120 HS Impact 2. Finish to be: BRONZE:ANODIZED 3. 4 1/2" X 4" Butt Hinges 4. REGENT CONCEALED ROD PANIC HRW SERIES 5770 5. 10" offset tubular pull 6. Drop Plate 7. Heavy duty closer, Bronze 8. Heavy duty closer, Bronze 9. THRESHOLD TYPE: BUMPER	1	15,789.00	15,789.00
Permit Fees	Permit Fees Removal and haul away of old doors, furnish and install (2) 6070 double set of commercial storefront door and frame.	1	300.00	300.00

Subtotal \$16,089.00

TERMS & CONDITIONS

Sales Tax (0.0%) \$0.00

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Total \$16,089.00

Authorized Signature & Title _____ Date: _____

Print name: _____

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CDA Solutions, Inc. dba
Commercial Door & Access
 7622 Emerald Drive
 Suite 5
 West Melbourne, FL 32904

Estimate

Date 5/5/2015 Proposal # 3589

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No. Tech

SM

Item	Description	Qty	Rate	Total
Storefront	Door 1: MK NARROW STILE 6070 DOOR: 1. Glass to be: 1/4 CLEAR TEMPERED Non- Impact 2. Finish to be: BRONZE:ANODIZED 3. 4 1/2" X 4" Butt Hinges 4. REGENT CONCEALED ROD PANIC HRW SERIES 5770 5. 10" offset tubular pull 6. Drop Plate 7. Standard duty closer, Bronze 8. Standard duty closer, Bronze 9. THRESHOLD TYPE: SADDLE Removal and haul away of old doors, furnish and install (2) 6070 double set of commercial storefront door and frame. To meet Florida building code standards must have hurricane protection to protect the opening. For example a storm panel shutter system.	1	8,075.13	8,075.13

Subtotal

Sales Tax (0.0%)

Total

TERMS & CONDITIONS

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Authorized Signature & Title _____ Date: _____

Print name: _____

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CDA Solutions, Inc. dba
Commercial Door & Access
 7622 Emerald Drive
 Suite 5
 West Melbourne, FL 32904

Estimate

Date 5/5/2015
 Proposal # 3589

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No. Tech

SM

Item	Description	Qty	Rate	Total
Concrete	Labor and materials furnished and supplied to fill in 10 grill vent openings according to engineering spec provided by customer. Includes labor and materials to remove wooden vents and install CMU walls with poured block and steel dowels. Stucco finish for the inside and outside.	1	7,980.00	7,980.00
Concrete	Labor and materials supplied to remove existing wooden arch above two double door openings. Labor to re-frame with sheathing and framing according to engineer spec provided by customer. Stucco finish for the inside and outside. Paint and color match to be done by others	1	3,500.00	3,500.00
Permit Fees	Permit Fees	1	400.00	400.00

Subtotal \$19,955.13

TERMS & CONDITIONS

Sales Tax (0.0%) \$0.00

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Total \$19,955.13

Authorized Signature & Title _____ Date: _____

Print name: _____

Disclaimer:

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Suite 5
West Melbourne, FL 32904

Estimate

Date 5/5/2015
Proposal # 3590

Phone: 1-888-411-2424 Fax: 321-674-9143

Bill To:

Port Malabar Holiday Park
215 Holiday Park Blvd., NE
Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
215 Holiday Park Blvd., NE
Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No.

Tech

SM

Item	Description	Qty	Rate	Total
Storefront	Door 1: MK-2 MEDIUM STILE 6070: 1. Glass to be: 9/16 GRAY HARDCOAT LOW-E .120 HS Impact 2. Finish to be: BRONZE:ANODIZED 3. 4 1/2" X 4" Butt Hinges 4. REGENT CONCEALED ROD PANIC HRW SERIES 5770 5. 10" offset tubular pull 6. Drop Plate 7. Heavy duty closer, Bronze 8. Heavy duty closer, Bronze 9. THRESHOLD TYPE: BUMPER Removal and haul away of old doors, furnish and install (2) 6070 double set of commercial storefront door and frame.	1	15,789.00	15,789.00

Subtotal

Sales Tax (0.0%)

Total

TERMS & CONDITIONS

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Authorized Signature & Title _____ Date: _____

Print name: _____

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Date 5/5/2015
 Proposal # 3590

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 Palm Bay, FL 32907

Ship To

Port Malabar Holiday Park
 215 Holiday Park Blvd., NE
 Palm Bay, FL 32907

Customer Phone 321-724-2240

Customer Fax 321-724-8166

P.O. No. Tech

SM

Item	Description	Qty	Rate	Total
Concrete	Labor and materials supplied to remove existing wooden arch above two double door openings. Labor to re-frame with sheathing and framing according to engineer spec provided by customer. Stucco finish for the inside and outside.	1	3,500.00	3,500.00
Concrete	Labor and materials furnished and supplied to fill in 10 grill vent openings according to engineering spec provided by customer. Includes labor and materials to remove wooden vents and install CMU walls with poured block and steel dowels. Stucco finish for the inside and outside. Paint and color match to be done by others	1	7,980.00	7,980.00
Permit Fees	Permit Fees	1	400.00	400.00

Subtotal \$27,669.00

TERMS & CONDITIONS

Sales Tax (0.0%) \$0.00

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Total \$27,669.00

Authorized Signature & Title _____ Date: _____

Print name: _____

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This quote is given in accordance with our current insurance policies. We carry enough to satisfy most; nation-wide accounts, governments and malls, any additional required by the owner, will be billed as a change order including: supplements or additional, all bonds, additional insured, etc. Please ask for certificate of limits if you have special needs.

Wages:

This quote is not Davis Bacon unless specified in quote. Our company does competitive commercial bids and will not burden the quote unless asked in advance.



BOARD OF TRUSTEES: REGULAR MEETING MINUTES

April 13, 2015 at 7:00 PM

1. **Call to order**
By: Philias "Phil" Matton, Chairman at 7:00 PM
2. **Invocation**
By: Rebecca "Becky" Earnest, Secretary
3. **Pledge of Allegiance**
By: Philias "Phil" Matton, Chairman
4. **Roll Call**
By Rebecca "Becky" Earnest, Secretary:
Philias "Phil" Matton, Chairman; Joanne Gaughan, 2nd Vice Chairman; Marilyn Spall, Assistant Treasurer; Rebecca "Becky" Earnest, Secretary; Marion "Molly" Stone, Assistant Secretary; Harald Albinus, Trustee; Rodney "Rod" Lindsay, Trustee, all acknowledged their presence. Absent: Allison Kelly, 1st Vice Chairman; Treasurer, Vacant. Cheryl Ennis, District Manager was present with Jessica Saeger recording.
5. **Announcements by Chairman:**
We have copies available of the resolution concerning the fine system for anyone interested.
6. **Consideration of Approving the Board Meeting Minutes of February 9, 2015:**
Becky Earnest made a motion to approve the February 9, 2015 Board minutes as typed. Molly Stone seconded the motion. A vote was called to approve the minutes with corrections, motion carried.
7. **Treasure's Report – Presentation of the financial reports for the month of February 2015:**
The Treasure's report was posted on the bulletin board, District website, and distributed to the Board prior to the meeting. Presentation of the financial report for the Month of February 2015 was made by Marilyn Spall.

Joanne Gaughan asked for the interest rates on the loans.

Molly Stone asked if we should be cautious in our spending.

Jean Beach, 1090 Moonlight Court, gave information on the interest rates. Marilyn thanked Jean for providing the information.

Bob Shearer, 382 Holiday Park Boulevard, we should look at the overall expenses and there are only a five (5) items over 40 %. As a whole the budget looks good.



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Becky Earnest made a motion to accept the treasurer's report. Harald Albinus seconded the motion. Phil Matton, Chairman, commended Marilyn Spall for all her efforts. A vote was called to accept the treasurer's report, motion carried.

8. Proposed Resolution 2015-03 (renamed 2015-02):

The Board considered certifying the voting results from the March 26, 2015 election, Resolution 2015-03, Independent observers' certification.

Molly Stone asked Cheryl Ennis, District Manager, for clarification on the order of the resolutions. She feels the resolution numbers should be changed. Cheryl said the numbers could be changed if it is bothersome.

Joanne Gaughan agrees that we should change the chronological order of the resolutions.

Molly Stone made a motion to approve Resolution 2015-02 certifying the results of the March 26, 2015 election and directing that a copy of the amendments be recorded in the Public Records of Brevard County and a copy of the new restated Deed Restrictions be distributed to all lot owners in the District. Joanne Gaughan seconded the motion with the understanding the resolution number will be changed to 2015-02. A vote was called, motion carried.

9. Proposed Resolution 2015-02 (renamed 2015-03):

The Board considered adopting procedures for the implementation of fines schedule for violations of the amended consolidated and restated declaration of restrictions, conditions, covenants, and reservation affecting property located in Holiday Park.

Marilyn Spall asked for clarification on the amount. Becky Earnest stated the attorney set the amount as a suggestion.

Molly Stone thinks we should set a guideline and clarify a fee schedule. Cheryl Ennis explained that the District office would send out three (3) letters prior to any fine. Marilyn Spall feels that a written guideline would be helpful to avoid future problems.

Bruce Crabb, 442 Neighborly Court, does not remember a fee schedule discussed at any public meeting. He agrees a fine system should be set.

Molly Stone is concerned fines could be given at different levels. It should be addressed.

Barbara Hoffman, 1021 Little Court, the Board is only asking for authority to set up some rules and regulations.

Bryan Deem, 170 Mystic Boulevard, shared that it states the District will set up the amount.



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Joanne Gaughan explained the District office would address the Board on how to proceed prior to setting any amount.

Bob Shearer, 382 Holiday Park Boulevard, he feels the system will only impact the less fortunate.

Molly Stone explained this system is to help enforce banks, corporations, or individuals that do not comply.

Kayt Barclay, 385 Holiday Park Boulevard, expressed her concerns around the lack of enforcement. Molly Stone explained the Board only had the authority to place liens until this point.

Becky Earnest made a motion to adopt Resolution 2015-03 adopting procedures for the implementation of fines schedule for violations of the amended consolidated and restated declaration of restrictions, conditions, covenants, and reservation affecting property located at Holiday Park. Joanne Gaughan seconded the motion with the understanding the resolution number is changed to 2015-03. A vote was called, motion carried, with one opposed.

10. Appointments to Architectural Control Committee:

Molly Stone asked for information about the potential ACC member. Phil Matton, Chairman, read the letter of attempt. Following the letter, Mr. James Gahan introduced himself to everyone. Joanne Gaughan made a motion to accept the appointment of James Gahan as an alternate member. Marilyn Spall seconded the motion.

David Peck, 1014 Willow Court, wanted to mention there is a six (6) month window for City permits. He requested consideration from the Board, would they allow extra alternates for the summer. Joanne Gaughan said we could add it to the next workshop meeting. A vote was called to accept the appointment of Mr. Gahan, motion carried.

11. Recreation Hall Door replacement and vent removal:

Cheryl Ennis, District Manager, presented a pending drawing to replace recreation hall doors and to remove vent. This is her recommendation and she is asking for approval from the Board on the design. Cheryl stated if anyone had any other suggestions; we could make changes.

Rod Lindsay asked if the stucco would be placed on the inside and outside and if the arches would still be there. Cheryl explained stucco would be on both sides and the arches would be there just recessed.

Phil Matton asked if we would get new panic hardware. Cheryl said there would be new hardware.

Rod Lindsay questioned the reason behind getting new hardware. Cheryl explained the doors will be shorter and to anticipated new panic hardware.



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Joanne Gaughan made a motion to accept the drawing and to get three (3) bids on a door replacement for the recreation hall. Molly Stone seconded the motion. A vote was called, motion carried.

12. District Managers Contract Renewal:

The Board discussed the renewal of the District Manager's contract. Cheryl Ennis was asked to provide a copy of her existing contract to all Board members. Phil Matton will provide the Board with a Manager's review form. Molly Stone requested the information in a timely manner. Becky Earnest made a motion to table this discussion to the next meeting and until the Board receives paperwork required for her review. Harald Albinus seconded the motion. A vote was called, motion carried.

13. Budget 2015-2016:

Copies of the Project Projection & Costs were distributed to the Board, posted on the District's bulletin board and website prior to the meeting for review. Marilyn Spall presented the 2015-2016 budget and the proposed "5 year" project plan. She thanked Cheryl Ennis and Jean Beach with their help; she explained the initial goal is to establish a balanced budget and keep the Park moving forward.

Joanne Gaughan asked to review the reduced amount for audit. It was recommended last year by the auditor for an actuary. Cheryl Ennis explained that it was never done. Marilyn asked Cheryl to follow up on this situation and we can revisit it.

Joanne Gaughan requested health insurance be addressed at the next meeting.

Molly Stone asked if we receive income from the laundry room. Marilyn shared that we do.

Donald Washington, 1030 Wood Court, expressed his concerns regarding sewage back-up at his property. He is thankful for alert neighbors. He requested the Board to look into this problem to prevent any further issues for any other residents.

14. Residents Requests for employee information:

Phil Matton, Chairman, expressed his view; he feels property owners should have access to employee's information because homeowners are paying employee's salary. Phil Matton, Chairman, went around the table to get a consensus from the Board on the topic. It was agreed property owners can request information on employees.

Bruce Crabb, 442 Neighborly Court, explained with any public domain (ie., city, town) the employee's records are public and anyone could request it.

Bob Shearer, 382 Holiday Park Boulevard, would like to obtain this information for his personal records. He would like to prepare a packet regarding employee's salary and insurance. This



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illustration will show an accurate record of what each employee is costing the District.

15. Public Comment:

Jean Beach, 1090 Moonlight Court, asked if our insurance agent represents other insurance companies besides Health First. Cheryl explained she could get other quotes for us.

Bud Getz, 1142 Keystone Court, questioned leaving the current insurance carrier.

Steve Ambrose, 241 Blossom Court, noticed the chairs around the pool need to be kept up.

Barbara Hoffman, 1021 Little Court, suggested increasing fees to plan for the future of the Park. It is important to keep property value up.

16. Trustees remarks:

Harald Albinus wanted to address the microphones and they are working perfectly.

Joanne Gaughan made a suggestion to Jessica Saeger regarding the minutes. Once the current minutes are up-to-date, it is best to work on the minutes within twenty-four (24) hours after a meeting.

Becky Earnest mentioned the unhealthiness of the podocarpus. She added that we need to regulate vehicle decals closer, for residents that have sold their property. She requested this topic to be added to the agenda. She reminded everyone of one (1) vacant position on the Board; we need to get it advertised. She reminded everyone about the fundraiser at MeMaws on the 22nd, please come out and support us.

Rod Lindsay wanted clarification on residents request for employee information.

Molly Stone requested all information from the District office in a timely manner.

Marilyn Spall wanted to thank everyone for attending and all comments are appreciated.

17. Adjournment:

There being no further business, a motion to adjourn was made by Becky Earnest and seconded by Marilyn Spall. A vote was called, motion carried. The meeting adjourned at 8:57 PM.



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BOARD OF TRUSTEES: WORKSHOP MEETING

April 27, 2015 at 7:00PM

1. **Call to order:**
By: Philias "Phil" Matton, Chairman at 7:02 PM
2. **Invocation:**
By: Rebecca "Becky" Earnest, Secretary
3. **Pledge of Allegiance:**
By: Philias "Phil" Matton, Chairman
4. **Roll Call:**
By Rebecca "Becky" Earnest, Secretary: Philias "Phil" Matton, Chairman; Joanne Gaughan, 2nd Vice Chairman; Marilyn Spall, Assistant Treasurer; Rebecca "Becky" Earnest, Secretary; Marion "Molly" Stone, Assistant Secretary; Harald Albinus, Trustee; Rodney "Rod" Lindsay, Trustee, all acknowledged their presence. Absent: Allison Kelly, 1st Vice Chairman; Treasurer, Vacant. Cheryl Ennis, District Manager was present with Jessica Saeger recording.
5. **Announcements by Chairman:**
Phil Matton, Chairman, congratulated all Trustee members on their hard work.
6. **Employee Health Insurance Plan:**
Christopher Robinson, MBA, President, presented One Insurance Group Incorporated is a health insurance agency. He explained Diane Langford, Agent would be the personal contact for employees throughout the year. Christopher Robinson discussed and presented information regarding Platinum HMO Select 80 5037 and Silver HMO Select 50 5334 plans.

Cheryl Ennis, District Manager, regardless of the plan the Board selects my recommendation is to change agencies.

Becky Earnest made a motion to switch to One Insurance Group as our health insurance company. Joanne Gaughan seconded the motion. A vote was called, motion carried.

Marilyn Spall made a motion to accept Option 4 dual plans of platinum and silver, and that Holiday Park pays eighty percent (80%) of the platinum plan and one hundred percent (100%) of the silver plan for one (1) year. After that if we decide to stay with the same plans, lower the percentage until we reach fifty percent (50%). Joanne Gaughan seconded the motion.

Becky Earnest disagrees with those percentages. Marilyn explained the incentive behind the silver plan.

A vote was called to allow employees to choose either the platinum or silver plan. The Park will pay eighty percent (80%) of platinum plan and one hundred (100%) of the silver plan, motion carried.



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7. **Consideration of Approving the Board Meeting Minutes of February 23, 2015, March 23, 2015, and April 10, 2015:**
Becky made a motion to accept the minutes for February 23, 2015. Harald Albinus seconded the motion. A vote was called, motion carried.
- Joanne Gaughan made a motion to accept the minutes March 23, 2015 with changes. Becky Earnest seconded the motion. A vote was called, motion carried.
- Becky Earnest made a motion to accept the minutes April 10, 2015. Joanne Gaughan seconded the motion. A vote was called, motion carried.
8. **Manager's Report:**
Presentation of March 2015 monthly report was made by Cheryl Ennis.
- Phil Matton commented on his concerns on fiberglass doors and its safety.
- Joanne Gaughan asked Cheryl about any possibilities for an enclosure or fencing around the specific area by the pool. Cheryl feels a better solution would be five foot (5') PVC fence around the entire pool.
- Marilyn Spall made a motion to accept the Manager's report. Becky Earnest seconded the motion. A vote was called, motion carried.
9. **Budget 2015-2016:**
Copies of the budget were distributed to the Board, posted on the District's bulletin board and website prior to the meeting for review. Marilyn Spall explained there would be an adjustment made to the budget due to the motion on the new insurance plans. Marilyn stated the budget should be finalized by the next meeting.
- Joanne Gaughan mentioned the Board's policy towards paying Medicare could be revisited and discussed.
- Molly Stone asked about the five (5) year plan.
- Jean Beach, 1090 Moonlight Court, explained the five (5) year plan is a project/wish list. It was compiled by past meeting minutes and can be used as a tool for the Board to determine a project timeline.
- Rod Lindsay asked if roads were included to the wish list.
10. **Review of Door Material for Recreation Hall:**
Phil Matton asked John LaLima to come forward and give his recommendation on the fiberglass doors. John LaLima, 1055 Sunflower Lane, fiberglass could outlast metal depending on the manufacture and the specifications.
- Joanne Gaughan suggested having a representative from different companies' to present product material. Molly Stone agreed.



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Phil Matton stated we are looking for both quality and price.

Rod Lindsay suggested Joanne could contact two (2) agencies and see if any are willing to present the product material to the Board. Phil Matton agreed.

Cheryl Ennis explained that the Board should decide on the type of material. Afterward determine where to get the quotes. Phil Matton would like Cheryl to get a couple of suppliers that handle both types of materials.

Joanne Gaughan made a motion to table until we have representatives to explain the different structures of the doors. Marilyn Spall seconded the motion. A vote was called, motion carried.

11. Workers Compensation:

Phil Matton, Chairman, explained the incident where a worker fell on the job and got hurt; he would like to consider setting a policy for this type of incident. Cheryl Ennis made a correction to the agenda, workers compensation does not start until seven (7) days after injury, not five (5) days.

Marilyn Spall explained companies procedures vary and to be careful on setting precedence.

Harald Albinus made a motion to keep it the same. Joanne Gaughan seconded the motion. A vote was called, motion carried.

12. Dog size allowed in District:

Phil Matton, Chairman, feels the dog size needs a provision for visitors coming into the park. Phil asked the Board for feedback.

Harald Albinus stated the dog size should only apply to residents.

Molly Stone shared her personal experience and she feels the dog size should be kept the same.

Marilyn Spall said this topic is complicated.

Joanne Gaughan stated the residents should instruct their visitors on the policy.

Charlie Roderick, 1063 Sunflower Lane, explained his feelings on restricting visitors with dogs.

The Board discussed different situations around visitors with one day passes. They talked about revisiting the topic on one day passes and figuring out a solution to verify when a visitor leaves.

Marilyn Spall asked Cheryl Ennis on the gate attendant's direction on visitors with dogs. Cheryl explained the gate attendants direct visitors with a large dog to leave.

John LaLima, 1055 Sunflower Lane, would like the Board to make a decision that is good for everyone.

Gloria Walsh, 403 Holiday Park, explained her experience with this rule.



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Cheryl Ennis asked if the Board wants to follow the Deed Restriction or make an expectation.

Phil Matton explained the Board is split on this decision. He suggested revisiting the topic and expressed having compassion for people and their situations.

13. District Manager's Contract Renewal:

Phil Matton gave an overview to the Board member's reviews. He discussed the areas of concerns.

Marilyn Spall is concerned with a particular clause regarding COL raise, causing a violation to Cheryl's contract. We should correct our violation and to highly consider this clause if we determine to give her a raise. The raise would be based on the new figures not the old.

Phil Matton mentioned Cheryl brought the COL to his attention. She asked the accountant to come up with the figure.

Joanne Gaughan would like to see her receive the 2% COL increase that is owed to her.

Molly Stone would like to know how we can address our concerns.

Joanne Gaughan made a motion to pay the 2% COL that was due from October 1 to present. Marilyn Spall seconded the motion. A vote was called, motion carried.

Becky Earnest made a motion to remove the paragraph out of the contract regarding COL raise, merit increases only. Marilyn Spall seconded the motion. A vote was called, motion carried with one opposed.

The Board discussed approving the contract with a pending probation period.

John LaLima, 1055 Sunflower Lane, shared his hesitations.

Harald Albinus made a motion to renew her contract. Marilyn Spall seconded the motion.

Joanne Gaughan suggested the Chairman draft a letter for Cheryl to explain the Board's concerns regarding areas for improvement.

Harald Albinus restated the motion to renew her contract with six (6) month probation period. Becky Earnest seconded the motion. A vote was called, motion carried.

13. Public Comments:

Jean Beach, 1090 Moonlight Court, recited a prepared letter to the Board regarding job descriptions and distributed the letter with examples of job descriptions to the Board.

Barbara Hoffman, 1021 Little Court, gave suggestions to the Board regarding positive and negative feedback during the District Manager's six month probation period.

David Peck, 1014 Willow Court, requested approval for two (2) more alternates for the ACC Board. David



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discussed the reasoning behind wanting approval of two alternates year round.

Harald Albinus made a motion to allow two additional members. Becky Earnest seconded the motion.
A vote was called, motion carried.

14. Trustees remarks:

Phil Matton asked the Board on how they felt about having a Board meeting on Memorial Day.
The meeting was rescheduled for May 26, 2015 at 7:00 PM.

The rest of Board had no comments.

16. Adjournment:

There being no further business, a motion to adjourn was made by Becky Earnest and seconded by Harald Albinus. A vote was called and motion carried. The meeting adjourned at 9:30 PM.



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BOARD OF TRUSTEES: SPECIAL MEETING

April 28, 2015 at 6:00 PM

1. Call to order

By: Philias "Phil" Matton, Chairman at 6:02 PM

2. Pledge of Allegiance

By: Philias "Phil" Matton, Chairman

3. Roll Call

By Rebecca "Becky" Earnest, Secretary; Philias "Phil" Matton, Chairman; Joanne Gaughan, 2nd Vice Chairman; Marilyn Spall, Assistant Treasurer; Rebecca "Becky" Earnest, Secretary; Marion "Molly" Stone, Assistant Secretary; Rodney "Rod" Lindsay, Trustee; Harald Albinus, Trustee; Treasurer, Vacant all acknowledged their presence. Sharon Johnson, acting District Manager was present with Jessica Saeger recording.

4. Employee Job Descriptions:

The Board discussed individual job descriptions. It was decided all paperwork essential for upcoming meetings should be received by Friday at 5:00 PM. It was agreed that OSHA rules should be posted in each department station.

Harald Albinus suggested "other duties as assigned" should be added on every job descriptions.

Marilyn Spall suggested all Holiday Park employees should be cross-trained. She suggested adding a statement to say " employees should maintain a positive attitude and be respectful" included to all job descriptions.

Joanne Gaughan made a motion to accept Administrative Assistant job description with corrections. Harald Albinus seconded the motion. A vote was called, motion carried.

Becky Earnest made a motion to accept Clerical Assistant job description with corrections. Joanne Gaughan seconded the motion. A vote was called, motion carried.

Joanne Gaughan made a motion to accept Head of Building Maintenance job description with corrections. Harald Albinus seconded the motion. A vote was called, motion carried.

Becky Earnest made a motion to accept Building Maintenance job description with corrections. Harald Albinus seconded the motion. A vote was called, motion carried.

Joanne Gaughan made a motion to accept Gate Access Supervisor description with corrections and amendments. Becky Earnest seconded the motion. A vote was called, motion carried.

Harald Albinus made a motion to accept Gate Access Attendant description with amendments. Becky Earnest seconded the motion. A vote was called, motion carried.

Harald Albinus asked if it is required to obtain a chemical license due to stricter regulations.



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Becky Earnest made a motion to accept Grounds Supervisor as corrected. Harald Albinus seconded the motion. A vote was called, motion carried.

Molly Stone questioned Holiday Park's liability if a ground employee does not have a driver's license.

Harald Albinus mentioned providing OSHA training for any employees unfamiliar with the rules.

Harald Albinus suggested all grounds equipment should be ready the day before. Marilyn Spall agrees.

Harald Albinus made a motion to accept Grounds Maintenance with corrections. Becky Earnest seconded the motion. A vote was called, motion carried.

Patty Peck questioned a job description for gardener.

Phil Matton, Chairman, was asked to discuss hours of ground supervisor with District Manager and report to the Board on the findings. He explained we will discuss at a later time a Gardener job position and include the District Manager job description as well.

5. Adjournment:

There being no further business, a motion to adjourn was made by Harald Albinus and seconded by made by Joanne Gaughan. A vote was called, motion carried. The meeting adjourned at 8:04 PM.

----- Original Message -----

From: ALLISON
To: Phil Matton
Sent: April 28, 2015 at 4:11 PM
Subject: Trustee position

Phil

I am returning back to Palm Bay a day early to secure my home there
I need to resign from the Board of Trustees due to a very severe medical issue with my family. I will be going back and forth to NY for the next 4-6 months and maybe longer. I have no idea when I can return to Fla.

I am sorry for the short notice but this has just transpired in the last 24 hrs I wish you and all the trustees the best on your continued agenda to better Holiday Park

Regards
Allison

Sent from Xfinity Connect Mobile App

RESOLUTION 2015-04

A RESOLUTION OF PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT WITH CERES ENVIRONMENTAL SERVICES, INC. FOR DEBRIS REMOVAL/DISASTER RECOVERY SERVICES; PROVIDING FOR THE PROCESS OF ISSUING A NOTICE TO PROCEED; APPOINTING THE DISTRICT MANAGER AS THE DISTRICT'S REPRESENTATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Port Malabar Holiday Park Mobile Home Park Recreation District is a special purpose local government created pursuant to Chapter 418.30 Florida Statutes, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District is geographically located in an area which is periodically subject to Hurricanes and other major storm events producing windblown and accumulated debris which may endanger residents and destroy property, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District's disaster management plan includes minimizing potential danger to residents by opening roads for access by fire/rescue, medical, police, and other emergency responders, and expediting recovery by assisting in restoration efforts by providing for the removal of potentially hazardous damaged trees and accumulated storm related debris, and

WHEREAS, Chapter 189.4221 Florida Statute provides that Special Districts may obtain certain contractual services utilizing the competitively selected and awarded purchasing agreements of other special districts, municipalities and counties, and

WHEREAS, The City of Palm Bay competitively selected and awarded a contract to Ceres Environmental Services, Inc. for storm debris removal services on June 1, 2015 which expire on May 31, 2016 and by mutual written assent of the parties may be renewed for four (4) additional twelve (12) month periods of which this is the third year, and

WHEREAS, after reviewing the selection process and the terms and conditions of the City's debris removal/disaster recovery contract the Board of Trustees has determined it would be in the best interest of the Port Malabar Holiday Park Mobile Home Park Recreation District and the public to utilize the City's contract if/when warranted by a major storm.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT, FLORIDA THAT:

SECTION 1. The forgoing "whereas" clauses are true and correct and are hereby ratified and confirmed by the Board of Trustees. All exhibits attached hereto are hereby incorporated herein.

- SECTION 2. The Chairman of the Board is authorized and directed to execute on behalf of the District the attached contract with Ceres Environmental Services, Inc.
- SECTION 3. The Chairman, or in the event the Chairman is unavailable or incapacitated the 1st Vice Chairman, or the 2nd Vice Chairman in the event of the unavailability or incapacity of both the Chairman and the 1st Vice Chairman, shall determine if following a wind storm event the resulting conditions warrant Ceres Environmental Services, Inc. proceeding with debris removal/disaster recovery services under the terms and conditions of the contract. If the contractor is authorized to proceed such notice is to be in writing and include the name of the company representative to whom notice was directed, how transmitted and the effective time and date, with copies to all members of the Board of Trustees and the District Manager.
- SECTION 4. The District Manager is authorized to represent the District with governmental agency representatives and the contractor to facilitate the debris removal project, and initiate participation in cost reimbursement and assistance programs of other governmental units which the District may be eligible.
- SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.
- SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in way affect the validity of the other provisions of this Resolution.
- SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of Trustees of Port Malabar Holiday Park Mobile Home Park Recreation District this 11th day of May, 2015.

Philias Matton, Trustee
Board Chairman

Date

Rebecca Earnest, Trustee
Board Secretary

Date

Attest:

Sharon Johnson, Administrative Assistant

RESOLUTION 2015-05

A RESOLUTION OF PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT WITH CROWDERGULF JOINT VENTURE, INC. FOR DEBRIS REMOVAL SERVICES; PROVIDING FOR THE PROCESS OF ISSUING A NOTICE TO PROCEED; APPOINTING THE DISTRICT MANAGER AS THE DISTRICT'S REPRESENTATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Port Malabar Holiday Park Mobile Home Park Recreation District is a special purpose local government created pursuant to Chapter 418.3 Florida Statutes, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District is geographically located in an area which is periodically subject to Hurricanes and other major storm events producing windblown and accumulated debris which may endanger residents and destroy property, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District's emergency management plan includes minimizing potential danger to residents by opening roads for access by fire/rescue, medical, police, and other emergency responders, and expediting recovery by assisting in restoration efforts by providing for the removal of potentially hazardous damaged trees and accumulated storm related debris, and

WHEREAS, Chapter 189.4221 Florida Statutes provides that Special Districts may obtain certain contractual services utilizing the competitively selected and awarded purchasing agreements of other special districts, municipalities and counties, and

WHEREAS, The City of Palm Bay competitively selected and awarded a contract to CrowderGulf Joint Venture, Inc. for storm debris removal/disaster recovery services, which expire on May 31, 2015, and by mutual written assent of the parties may be renewed for four (4) additional twelve (12) month periods of which this is the third year, and

WHEREAS, after reviewing the selection process and the terms and conditions of the City's debris removal contract the Board of Trustees has determined it would be in the best interest of the Port Malabar Holiday Park Mobile Home Park Recreation District and the public to utilize the City's contract if/when warranted by a major storm.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT, FLORIDA THAT:

SECTION 1. The forgoing "whereas" clauses are true and correct and are hereby ratified and confirmed by the Board of Trustees. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Chairman of the Board is authorized and directed to execute on behalf of the District the attached contract with to CrowderGulf Joint Venture, Inc.

- SECTION 3. The Chairman, or in the event the Chairman is unavailable or incapacitated the 1st Vice Chairman, or the 2nd Vice Chairman in the event of the unavailability or incapacity of both the Chairman and the 1st Vice Chairman, shall determine if following a wind storm event the resulting conditions warrant to CrowderGulf Joint Venture, Inc. proceeding with debris removal/disaster recovery services under the terms and conditions of the contract. If the contractor is authorized to proceed such notice is to be in writing and include the name of the company representative to whom notice was directed, how transmitted and the effective time and date, with copies to all members of the Board of Trustees and the District Manager.
- SECTION 4. The District Manager is authorized to represent the District with governmental agency representatives and the contractor to facilitate the debris removal/disaster recovery project, and initiate participation in cost reimbursement and assistance programs of other governmental units which the District may be eligible.
- SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.
- SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in way affect the validity of the other provisions of this Resolution.
- SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of Trustees of the Port Malabar Holiday Park Mobile Home Park Recreation District
this 11th day of May, 2015

Philias Matton, Trustee
Board Chairman

Date

Rebecca Earnest, Trustee
Board Secretary

Date

Attest:

Sharon Johnson, Administrative Assistant

RESOLUTION 2015-06

A RESOLUTION OF PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT WITH THOMPSON CONSULTING SERVICES, LLC FOR DEBRIS MONITORING SERVICES; PROVIDING FOR THE PROCESS OF ISSUING A NOTICE TO PROCEED; APPOINTING THE DISTRICT MANAGER AS THE DISTRICT'S REPRESENTATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Port Malabar Holiday Park Mobile Home Park Recreation District is a special purpose local government created pursuant to Chapter 418.3 Florida Statutes, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District is geographically located in an area which is periodically subject to Hurricanes and other major storm events producing windblown and accumulated debris which may endanger residents and destroy property, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District's disaster management plan includes minimizing potential danger to residents by opening roads for access by fire/rescue, medical, police, and other emergency responders, and expediting recovery by assisting in restoration efforts by providing for the removal of potentially hazardous damaged trees and accumulated storm related debris, and

WHEREAS, Chapter 189.4221 Florida Statute provides that Special Districts may obtain certain contractual services utilizing the competitively selected and awarded purchasing agreements of other special districts, municipalities and counties, and

WHEREAS, The City of Palm Bay competitively selected and awarded a contract to Thompson Consulting Services, LLC for debris monitoring services on August 7, 2015 and by mutual written assent of the parties may be renewed for four (4) additional twelve (12) month periods of which this is the third year, and

WHEREAS, after reviewing the selection process and the terms and conditions of the City's debris monitoring contract the Board of Trustees has determined it would be to the best interest of the Port Malabar Holiday Park Mobile Home Park Recreation District and the public to utilize the City's contract if/when warranted by a major storm.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT, FLORIDA THAT:

SECTION 1. The forgoing "whereas" clauses are true and correct and are hereby ratified and confirmed by the Board of Trustees. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Chairman of the Board is authorized and directed to execute on behalf of the District the attached contract Thompson Consulting Services.

- SECTION 3. The Chairman, or in the event the Chairman is unavailable or incapacitated the 1st Vice Chairman, or the 2nd Vice Chairman in the event of the unavailability or incapacity of both the Chairman and the 1st Vice Chairman, shall determine if following a wind storm event the resulting conditions warrant Thompson Consulting Services proceeding with debris monitoring services under the terms and conditions of the contract. If the contractor is authorized to proceed such notice is to be in writing and include the name of the company representative to whom notice was directed, how transmitted and the effective time and date, with copies to all Board members and the District Manager.
- SECTION 4. The District Manager is authorized to represent the District with governmental agency representatives and the contractor to facilitate the debris management project, and initiate participation in cost reimbursement and assistance programs of other governmental units which the District may be eligible.
- SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.
- SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in way affect the validity of the other provisions of this Resolution.
- SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of Trustees of the Port Malabar Holiday Park Mobile Home Park Recreation District this 11th day of May 2015.

Philius Matton, Trustee
Board Chairman

Date

Rebecca Earnest, Trustee
Board Secretary

Date

Attest:

Sharon Johnson, Administrative Assistant

Port Malabar Holiday Park
Mobile Home Park Recreation District

A DEED RESTRICTED COMMUNITY

AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS,
CONDITIONS, COVENANTS, AND RESERVATIONS AFFECTING PROPERTY LOCATED IN
PORT MALABAR HOLIDAY PARK, UNIT ONE AND UNIT TWO

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**AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS,
CONDITIONS, COVENANTS, AND RESERVATIONS AFFECTING PROPERTY LOCATED IN
PORT MALABAR HOLIDAY PARK, UNIT ONE AND UNIT TWO**

**This AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS,
CONDITIONS, COVENANTS, AND RESERVATIONS AFFECTING PROPERTY LOCATED IN
PORT MALABAR HOLIDAY PARK, UNIT ONE AND UNIT TWO (hereafter the "Declaration"),
is dated this 13 day of April, 2015.**

**WHEREAS, The original Declaration was recorded at ORB 1115, Page 886-890 and amended as
follows: Amendment recorded in ORB 1147, Page 101-102, Amendment recorded at ORB 3001,
Page 3935, Amendment recorded at ORB 3001, Page 3942, Amendment recorded at ORB 3001, Page
3951 all on the Public Records of Brevard County, Florida; and,**

**WHEREAS, the City of Palm Bay adopted Ordinance No. 83-52 creating an Independent Special
Mobile Home Park Recreation District for Port Malabar Holiday Park known as the Port Malabar
Holiday Park Mobile Home Park Recreation District; and**

**WHEREAS, on November 8, 1983, the electors residing in Port Malabar Holiday Park approved the
creation of the mobile home park special district known as Port Malabar Holiday Park Mobile Home
Park Recreation District; and,**

**WHEREAS, Florida Statutes 418.30, et seq, granted authority to the newly created mobile home
recreation district to enforce existing rules, regulations and deed restrictions; and,**

**WHEREAS, consistent with this authority the District adopted Ordinances which amended the
Declaration and include, but is not limited to, the following: Ordinance Numbers 84-1, 84-2, 85-1, 85-
2, 85-3, 85-4, 85-5, 85-6, 87-1, 88-1, 88-2, 88-3, 89-1, 89-2, 89-3, and 89-5 as well as Resolutions,
including but not limited to, the following: Resolution Numbers 89-4, 2012-03 and 2014-01; and,**

**WHEREAS, the District has determined that incorporating and consolidating all prior amendments
into one document and amending other provisions of the Declaration is in the best interest of the
district; and,**

**WHEREAS, a public meeting was held by the Board of Trustees of the Recreation District on March
26, 2015 and a majority of the voting lot owners approved this amendment.**

**NOW THEREFORE, the Board of Trustees of Port Malabar Holiday Park Mobile Home Park
Recreation District declares that the Declaration of Conditions, Covenants, and Restrictions
Affecting Property Located in Port Malabar Holiday Park, Unit One and Two are amended,
consolidated and restated as follows:**

ARTICLE I DEFINITIONS

“District” shall mean and refer to Port Malabar Holiday Park Mobile Home Park Recreation District Unit One and Unit Two as a whole.

“A.C.C.” shall mean and refer to the Architectural Control Committee of the District.

“Owner” and **“Property Owner”** shall mean and refer to the recorded property owner, whether one or more person or entities, of a simple fee title to any lot or those listed on the property Deed, which is part of the District.

“Lot” shall mean any lot of record appearing on any of the recorded plats of Port Malabar Holiday Park Unit One and Unit Two.

“Motor Vehicle” 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.

“Single Family” shall mean a group of no more than three (3) persons living together, in compliance with the District’s housing for older persons requirements, as a unit whether or not related, and including a single individual. Provisions are made under the “family” description to allow for reasonable accommodation for handicapped or disabled persons to comply with fair housing requirements.

“Owner in Good Standing” shall refer to “Any property owner who has paid and is current with the Brevard County Tax Collector and has no delinquent taxes or tax certificates held by another.” (An owner who is not in good standing shall have certain rights and privileges suspended. Those rights and privileges may include access to the District paid basic cable, rental, and use of the Recreation Hall, the right to vote in a District wide ballot [the suspension of the right to vote shall not apply to the election of the District Board of Trustees], use of the R.V. compound, and the right to lease the delinquent property. A Property Owner shall have the suspended rights/privileges reinstated upon bringing all outstanding taxes current or, as the case may be, redeeming all outstanding tax certificates issued against the subject property. Proof of such payments shall be provided to the District before rights and privileges are reinstated).

“Household Pets” shall be deemed to mean small dogs, cats, caged birds, and a rabbit not to exceed 25 pounds mature weight however, an exception is made for a qualified service animal that is trained to work or perform tasks for the benefit of an individual with a disability and is welcomed as provided for in Chapter 413 of the Florida Statute.

“Bona fide Caregiver” is described as an individual at least 18 years of age who is physically capable of assisting the resident with activities of daily living and providing necessary medical care to another individual, family member, lot owner, or renter who is otherwise unable to reasonably function without the caregiver’s services or an individual who holds, at minimum, a current valid CNA License.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee

The Architectural Control Committee is an established group of residents, appointed by the Board of Trustees. The Board of Trustees has approved Rules and Regulations for the A.C.C. (See "*Port Malabar Holiday Park Mobile Home Park Recreational District Architectural Control Committee Rules and Regulations*"). The A.C.C.'s purpose is to assist lot owners with navigating and understanding the Deed Restrictions, Rules, Regulations, and Policies as they relate to home and property improvements. The A.C.C. may also assist the District with enforcing the provisions of this article. The Board of Trustees shall have the power to adopt and change the A.C.C.'s, Rules and Regulations, and Policies to meet the current needs of the community. The A.C.C. shall abide by the Florida Public Records and Open Meeting (Sunshine) Laws.

Section 2. Requirements for A.C.C. Approvals

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.

Section 3. Architectural Design and Installation Requirements

Each mobile/manufactured home placed or installed upon any lot within the District shall conform to the "PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT ARCHITECTURAL CONTROL COMMITTEE Rules and Regulations."

- (A) Each mobile/manufactured home shall be of a width of not less than sixteen (16) feet.
- (B) Each mobile/manufactured home shall be inspected and approved by a majority of members of the A.C.C. as to the age, appearance, conditions, and structural standards.
- (C) Each mobile/manufactured home and shed installed on a lot shall be of an appearance relating to color in keeping with Florida color palette as stated in the A.C.C. Rules and Regulations.
- (D) Each mobile/manufactured home shall be installed on the lot only by an authorized installation agency approved by the District's Board of Trustees and in the manner designated by the A.C.C. Installation 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.
- (E) Each mobile/manufactured home 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 propane tank is not larger than 30lbs and designed for such use. No bottled gas tanks or fuel oil storage tanks shall be permitted on, above, or under any lot.

Section 4. Requirements for Removal of Home

(A) In the event that a mobile home located on a Lot should be removed for any reason the lot owner shall have 60 days to either install a replacement mobile home on the lot in accordance with these Declarations or, if no replacement home is to be installed, remove the home pad or slab, any accessory structures and the accompanying slab or pad for such accessory structure and any debris, property or other improvements including landscaping, except utilities, and at the time the home is removed and after all pads/driveways and or structure's debris, property or other improvements are removed the property owner shall grade and sod the lot to prevent erosion using a "drought tolerant" variety of grass such as Pensacola or Tifton 9 Bahia grass (hereinafter referred to as "Remedial Work").

(B) Should a catastrophic event occur preventing an owner from meeting the requirements of this paragraph, an application for extension should be made to the A.C.C. where the need for an extension is documented, reviewed, and granted by the Committee. In the event that a replacement mobile home is not installed on such lot or if the lot owner fails to conduct the Remedial Work, the District shall have the right, but not the obligation, to conduct the Remedial Work.

(C) Prior to the District commencing the Remedial Work, the District shall give 30 days written notice to the lot owner at the last known address on file with the District, via certified mail, return receipt, of the District's intent to perform the Remedial Work. See Rules and Regulations for Notice to Owner. *(Resolution 2014-01 previously approved by the District on April 11, 2014 and certified by the Board on April 14, 2014).*

Section 5. Setbacks

Provisions for Setbacks are provided for in the Rules and Regulations of the A.C.C.

Section 6. Carport/Shed

Provisions for Carport and Shed are provided for in the Rules and Regulations of the A.C.C.

Section 7. Fencing

No fence shall be erected on any lot or any portion thereof, without the prior written approval of the A.C.C. With respect to location of fences and approval thereof, consideration will be given to the lawn maintenance provisions hereinafter set forth, whereby the District 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 by power mowing equipment.

Section 8. Cable Service, Antennas and Satellite Dishes

Lot owners may utilize the basic cable television service provided by the District, as long as the owner meets the requirements of an "Owner in Good Standing" (*See, ARTICLE I*). Monthly charges for additional services shall be the responsibility of the lot owner. Services from other providers are at the owner's expense. Installation of satellite dishes 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. An A.C.C. application is available in the District office for such purpose.

Section 9. Enforcement of A. C. C. Rules and Regulations

Enforcement of the A.C.C. Rules and Regulations are provided for under Article III Section 18. The Board of Trustees shall have the power to adopt and change the Rules and Regulations to meet the current needs of the community. The Board of Trustees shall adopt and levy fines for non-compliance by resolution.

ARTICLE III RESTRICTIONS ON USE OF LOT

Section 1. Residential Use

(A) All numbered lots are designated as residential lots, which shall not be used for any other purpose than the housing of one (1) single family. (*See, ARTICLE I*).

(B) No trade, business, profession or any other type of commercial activity shall be conducted on any 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 four (4). 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 2012-03 previously approved by the District on March 27, 2012 and certified by the Board on April 9, 2012*)

Section 3. Resident Age Requirement

(A) 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. All other occupants residing in the mobile must be at least forty (40) years of age. (A person shall be deemed to be "residing" on a lot if said person occupies a lot for a period longer than thirty (30) consecutive days, or if a person occupies a lot for more than two (2) 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).

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

Adopted: April 13, 2015

requirements of this provision as a result of death or permanent institutionalization of the occupant aged fifty-five (55) or older, the remaining occupants shall be allowed to continue to occupy the lot. The provisions of this paragraph (age 55 requirement) 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 paragraph, 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 exceeding eight (8) weeks.

(B) Should unforeseen circumstances exist thereby preventing an owner from meeting the age requirements of the District an application to the Board of Trustees will be provided to the lot owner. The lot owner will have the opportunity to submit their "hardship" claim to the Board of Trustees who has the authority to review and vote on the application in a public meeting.

Section 4. Caregivers

The District Manager shall approve a bona fide caregiver's occupancy if the services of a caregiver are required by the resident individual who is otherwise unable to reasonably function without the caregiver's service and such services are recommended to the resident individual by a licensed medical physician. (A "Caregiver's Application" is available in the District office for authorizing this service). If the owner or renter dies or is permanently institutionalized, the caregiver shall no longer be allowed to reside in the unit.

Section 5. Visitors

A Resident must call the gate to allow access for all visitors by requesting a day pass. This includes access for all professional services, contractors, delivery service, etc. that may be needed by a resident, other than those included in "ARTICLE V, Section 1."

Section 6. Guests

Guests are allowed to stay, with a resident, for a maximum of twenty-one (21) days or less per visit, two (2) times a year with minimum of thirty (30) days between each visit within any twelve (12) month period. Residents must call the office to arrange for an extended pass for their guest(s).

The Board of Trustees may consider special circumstances for stays longer than twenty-one (21) days. An application for this purpose is available in the District office. The Board of Trustees has the authority to review and vote on the application in a public meeting.

Section 7. Maintenance of Lot and Exterior of Home

All lots and exterior of home shall be maintained by the owner of such lot in good appearance free of underbrush, weeds, rubbish, and accumulation and storage of personal property, except items such as patio furniture, bicycles, 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-one (21) days from the date of mailing of a statement by the District as provided for under "*Article III, Section 18.*"

Entry to cure any violation shall not be a trespass. The rights of the District described in this 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 by 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. (*Resolution 2012-03 previously approved by the District on March 27, 2012 and certified by the Board on April 9, 2012*)

Section 8. Condition of Skirting Material on Home

All mobile/modular homes in the District must be appropriately skirted to conceal under carriage. Provisions for Skirting Material on Home are provided for in the Rules and Regulations of the A.C.C.

Section 9. Refuse

No refuse 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.

Section 10. Roads

Title to the roads within the subdivision belongs to the District who shall assume responsibility for maintenance and repair unless conveyance of such roads to a governmental agency.

Section 11. Decals

(A) 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 within the District. Decals are to be placed on the outside upper corner of the driver's side front windshield or an alternate location approved by the District Manager on all motor vehicles operated in or parked in the District. 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 be required to park in any parking area for the use of the recreational facilities in Holiday Park. All District residents shall comply with this Deed Restriction from the date they begin residing in the District. Any person who is required to display a decal that does not have the required decal shall be given a written notice to comply. Any person who fails to comply after being given such notice shall be subject fines and enforcement of this Deed Restriction (*See Article III, Section 18.*) and by all available legal remedies including reimbursement to the District for all costs incurred, attorney and court fees caused by civil enforcement.

(B) Gate access decals shall be issued free of charge to all property owners and are reissued on a two (2) year schedule provided that; a) an application form, supplied by the District office, is complete 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 requirements.

(C) An 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 provided by the District office; b) supplied a copy of the valid vehicle registration certificate listing the non-owner occupants name and; c) paid the processing fee. *(See Fee Schedule for Decals in the Policies for Port Malabar Holiday Park)*

(D) Non-owner occupants shall be issued a gate access decal yearly for a maximum of two (2) vehicles provided that; a) an application form, supplied by the District office, for a non-owner occupant is complete; b) a copy of a valid vehicle registration certificate listing the non-owner occupant as the vehicle owner is supplied; c) a verification of occupancy and rental agreement executed by the property owner is supplied; and d) the processing fee is received. One (1) additional decal may be issued to the owner of such property. *(See Fee Schedule for Decals in the Policies for Port Malabar Holiday Park).*

(E) Additional decals may be issued for golf carts, mopeds, motorcycles, or scooters that are registered to a Holiday Park resident who has met the required application process. Decals may also be issued for RVs, boats, utility trailers, and campers, as space provides.

(G) Upon termination of occupancy, all decals shall be surrendered to the District office. All lot owners within the District and their guests shall be considered licensees of the District with respect to the use of said roads for ingress or egress to the various lots within the subdivision and for all lawful purposes. Rules and Regulations exist concerning safety and use of the roads within the District.

Section 12. Parking of Vehicles

(A) 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, recreational vehicle or similar vessel or vehicle may be stored, repaired, or kept on any residential lot except for the purpose of loading or unloading, not to exceed forty-eight (48) hours. Under no circumstances shall any derelict, inoperable boat, boat trailer, camper, recreational vehicle or similar vessel or vehicle or any such conveyances without current tags of any kind be stored on any residential lot or be kept in the storage compound.

(B) A Commercial vehicle is defined as a vehicle designed, used, or maintained primarily for the transport of materials or other goods used in a trade or business. Unloaded 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 shall be parked on the easterly side of the parking lot at the recreation hall after permission is obtained from the District Manager. Except as provided above, no commercial vehicle shall be parked on any residential lot. Any person, property owner, occupant, leaseholder, 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.

(C) 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 forty-eight (48) hours otherwise the parking area at the recreation hall is available for such purpose.

Section 13. Vehicle Repairs

No derelict, disabled, or 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.

Section 14. Pets

(A) No animals, snakes, other reptiles, livestock, or poultry of any kind shall be kept, raised or bred on any residential lot. Aquarium fish, caged birds and not more than two (2) household pets 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 dogs, cats, and rabbits not to exceed twenty-five (25) pounds mature breed weight. No feral cat colony shall be maintained or fed on any lot in the District. This includes the unlawful feeding of wild animals as regulated by Florida Wildlife Commission.

(B) 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 pet shall be left outside the home unattended. No pets are allowed to stray on to property other than that of the pets' owner. No doghouses, kennels, fences, temporary or otherwise, to house an animal, or animal cages of any kind shall be allowed outside of any home on any lot within the District. Owners are responsible for the immediate removal and proper disposal of any waste deposited by a pet on any property within the District and in accordance with local state or federal law. Owners shall abide by the rules and regulations set by Brevard County Animal Services.

(C) No pets shall be allowed in the Recreation Building. However, an exception is made for service animals.

Section 15. Nuisance

No nuisance shall be allowed upon any lot, nor shall the occupant of any lot be permitted to conduct or engage in any activity which interferes with the peaceful possession and proper use of neighboring property by the owners thereof. No person shall make unlawful use of any Lot within the District and the occupants of all lots shall comply with all valid laws, zoning ordinances and regulations of the City, County, and the State of Florida.

Section 16. Signs

No signs are permitted on lots, except real estate signs or political signs in window, planter box or as approved by the District Manager. Political signs may only be displayed beginning four (4) weeks prior to an election and may only be a total of four (4) square feet and must be removed no later than twenty-four (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 sale" may be temporarily placed on owner's property but shall not remain longer than twenty-four (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.

Section 17. Clothes Pole

No clothes lines 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 occupant is not in residence for more than a two (2) week period. Provided; however, that if a conflict between this section and F.S. 163.04 the provisions of F.S. 163.04 shall prevail.

Section 18. Enforcement of Deed Restriction and Rules and Regulations

The Board of Trustees shall adopt policies and procedures for the levying of fines by resolution against any owner for the failure of the owner of the parcel or its occupant, leaseholder, or invitee to comply with any provision of the Deed Restriction, the A.C.C. Rules and Regulations, or reasonable Rules and Regulations and Policies of the District. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine imposed pursuant to this section shall become a lien upon the owner's property. If a violation of the Deed Restriction, A.C.C. Rules and Regulations, or reasonable rules of the District is found, the District Manager shall notify the violator and give him or her thirty (30) days to correct the violation.

If after thirty (30) days the violation has not been corrected, a second letter indicating an impending fine will be sent to the owner giving them an additional thirty (30) days to correct the violation.

If after two (2) letters have been sent for a violation of the Deed Restriction, A.C.C. Rules and Regulations, or reasonable Rules and Regulations of the District and the violation has not be corrected, a third certified letter will sent which will include a final twenty-one (21) day invoice to cure, and the notice shall state that failure to remedy the violation within the time prescribed herein may result in an additional fine per day per violation until the violation is cured as specified in the Resolution.

Should the violation continue beyond the time specified for correction in the third and final notice, the District shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed, via certified mail, return receipt, to said violator. At the option of the District, notice may additionally be served by posting. If the violation is not corrected by the time specified for correction in the third notice, the case may be presented to the designated Board/Committee for enforcement even if the violation has been corrected prior to the hearing, and the notice shall so state.

Each case before the designated Board/Committee for enforcement shall be presented by a member of the administrative staff of the District. If the District prevails in prosecuting a case before the designated Board/Committee for enforcement, it shall be entitled to recover all costs incurred in prosecuting the case before the Board and such costs may be included in the lien authorized herein.

The designated Board/Committee for enforcement shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The designated Board/Committee for enforcement shall take testimony from the witnesses. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

At the conclusion of the hearing, the designated Board/Committee for enforcement shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of

Adopted: April 13, 2015

those members present and voting. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the designated Board/Committee for enforcement shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

ARTICLE IV FACILITIES OF RECREATION DISTRICT

Section 1. Ownership

The District by and for the benefit of the property owners of the District shall be the Owner of all common areas and recreational facilities within the District. The District shall have the right to operate and maintain such facilities for the benefit of the Owners as provided in Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-5.

Section 2. Rules and Regulations

The recreational facilities, common area, and roads are owned by the District and the establishment of reasonable rules and regulations for the use thereof are reserved to the District's Board of Trustees. The Board of Trustees shall have the power to adopt, repeal and change the Rules and Regulations to meet the current needs of the community. Enforcement of the Deed Restrictions, and Rules and Regulations are by the established guidelines contained within the Deed Restrictions. *(See, Article III, Section 18.)*

Section 3. Recreation District Assessment

(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 Assessment 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 the Non-Ad Valorem Assessments.

(B) The District shall provide to each residential lot owner with recreational facilities, basic cable service, and lawn maintenance service consisting of periodic mowing. These services may be restricted to those Owners in Good Standing should the lot owner fail to pay the Non-Ad Valorem Assessment. No trimming or pruning of hedges, trees, or bushes shall be included in said lawn maintenance. The District shall provide lawn maintenance 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 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 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. The "Fee Policy" is approved by the Board of Trustees and may be reviewed and adjusted by the Board of Trustees. The use of the facilities are subject to reasonable use rules and regulations prescribed by the District and limited to the Owner in Good Standing (*See, Article I.*)

ARTICLE V GENERAL PROVISIONS

Section 1. Easements

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.

Section 2. Severability

If any subsection, clause, phrase, word, or provision of this instrument is, for any reason, held invalid or unconstitutional by any court of competent 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.

Section 3. Covenants

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.

Section 4. Deed Restriction Amendment

Each of the Conditions, Covenants, Restrictions, and Reservations hereinabove set forth shall continue and be binding upon the residents, lot owners, guests and members of the Port Malabar Holiday Park Mobile Home Park Recreation District (A Florida Special Taxing District) and upon its successors and assigns and upon each of them, and all parties and persons claiming under them. Provided, however, said Conditions, Restrictions and Reservations may be altered, amended or changed in whole or in part at any time by the then fee owner(s) appearing of record of a majority of the votes cast by the lot owners present and/or by mail ballot at a meeting called for such purpose. These Conditions, Covenants, Restrictions, and Reservations may be rescinded by a majority of the then voting fee owner or fee owners appearing of record. 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. Each voting property owner must meet the requirement of "Owner in Good Standing" for their vote to be counted in a District wide ballot. (*See, ARTICLE I*) (*Resolution 2012-03 previously approved by the District on March 27, 2012 and certified by the Board on April 9, 2012*).

ARTICLE VI
PRIOR DEED OF RESTRICTIONS SUPERSEDED

This Amended and Restated Deed Restriction supersedes and replaces the Prior Deed Restrictions, amendments thereto and any and all Ordinances or Resolutions previously adopted which may have amended the Deed Restrictions provided, however, that nothing herein shall affect the rights of the Recreation District to collect assessments and/or maintenance fees under the prior Deed Restrictions and the assignment of Right recorded at Official Records Book xxxxxxxxxxxxxx. *(Official Records Book will be filled in when documents are recorded with the Clerk of Courts.*

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ARTICLE VII, CERTIFICATE OF APPROVAL

IN WITNESS WHEREOF, the chairperson and secretary of Port Malabar Holiday Park Mobile Home Park Recreation District have executed this amendment on the day and year first written above.

**Port Malabar Holiday Park Mobile Home Park
Recreation District**

By: _____, Its Chairperson

**STATE OF FLORIDA)
COUNTY OF BREVARD)**

SWORN AND SUBSCRIBED before me this ____ day of _____, 2015 by
_____ who is personally known to me or who produced
_____ as identification.

Notary Public

Attest

**Secretary of Port Malabar Holiday Park
Mobile Home Park Recreation District**

**STATE OF FLORIDA)
COUNTY OF BREVARD)**

SWORN AND SUBSCRIBED before me this ____ day of _____, 2015 by
_____ who is personally known to me or who produced
_____ as identification.

Notary Public

**PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK AND RECREATION DISTRICT**

POLICIES of the DISTRICT

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REALTOR PROCEDURE'S & POLICIES

Realtors entering the park will present identification to the gate attendant stating which broker they represent. Deed Restriction, Rules and Regulations, and Policies have been mailed to all realtors in the area. It is the responsibility of the real estate offices to inform and provide said rules of the Holiday Park to interested buyers before final closing.

Realtors must familiarize themselves with all the Deed Restrictions of Holiday Park including the placement of their signs. Real estate signs must be placed in planters boxes or in close proximity to the home. Failure to comply can result in said company being denied entry into the Park until corrected.

Homeowners selling without a realtor must supply their buyers with Deed Restrictions, Rules, Regulations, and Policies before the sale closes.

Approved	1/11/1993
Revised	12/26/2014
Revised	5/6/2015

RECREATIONAL VEHICLE VISITORS POLICY

Upon arrival at Port Malabar Holiday Park Mobile Home Park Recreation District and with authorization from a resident host, visitors with Recreational Vehicles will be issued a one-day pass and are not permitted to park at residential property.

With District office permission only, a visitors recreational vehicle may be park at the Recreation Hall parking lot for no longer than forty-eight (48) hours. The recreational vehicle shall be parked as far away from the building as possible in such a way that it does not hinder the flow of traffic.

Residing in the Recreational Vehicle is not permitted. All facility rules must be obeyed.

Revised 06/06/2002
Revised 12/26/2014
Revised 5/6/2015

NEW OWNER REGISTRATION POLICY

New owners must register on or before occupancy with the District office to gain access to the Park.

A new owner within fifteen (15) business days must provide the District office with a copy of the recorded warranty deed of the property purchased upon registration. If the recorded warranty deed has not been obtained at the time of registration, the unrecorded deed or a closing paper will be temporarily acceptable. The owner will provide the District office with a copy of the recorded deed when received.

The District office will make copies of the deed for the office file at no cost. New owners need to provide the District office with a copy of their driver's license or other legal identification for Fair Housing compliance.

The District office will provide a vehicle decal upon registration. (*See, Deed Restriction, Article III, Section 11.*) The owner will need to provide his/her vehicle registration and the District office will make a copy for office file at no cost. If more than one car is registered, the owner should provide all vehicle registrations.

Bureau of Administration	09/23/1997
Workshop	10/27/1997
Public Trustee	11/10/1997
Public Trustee	03/12/2001
Revised	12/26/2014

ROLLERBLADING, ROLLER-SKATING, AND SKATEBOARDING POLICY

It shall be the policy of the Port Malabar Holiday Park Mobile Home Park Recreation District that rollerblading, roller-skating, and skateboarding shall not be permitted or allowed on any of the streets, roads, sidewalks, parking lots, recreational facilities, or any other property of the District. The District Manager and the District Attorney shall be authorized to institute appropriate civil legal action in order to retain and enjoin violators of this policy.

The gate access personal will provide a verbal warning to violators. Signs are posted by the entrance and other places stating "Rollerblading, Roller-Skating, and Skateboarding are prohibited in Holiday Park". If any repeat violations are observed, the next step in the enforcement process would be a written warning from the District Manager. Further violations would result in legal action seeking a restraining order against the violator.

Administrative	05/14/1996
Workshop	05/28/1996
Attorneys Review Policy	05/30/1996
Operations Bureau	06/04/1996
Public Trustee	06/10/1996
Revised	12/26/2014
Revised	5/6/2015

ANIMAL TRAP POLICY

1. Animal Traps are available thru the District Office to trap stray or wild animals that are a nuisance or not in compliance with our pet regulations. A \$50.00 fee for its use is required for the trap and is refunded when the trap is returned in the same condition as borrowed.
2. Arrangements can be made on a first come first serve basis to have a designated volunteer set a trap on your property. You may pick up a trap, when available, and set it yourself. In either case you the Homeowner are solely responsible for the Animal, the use of the trap, and your welfare.
3. It is the resident's responsibility to have the animal removed from the Park if the resident sets the trap or requests the trap to be set for them.
4. It is in the best interest of a resident to use a professional trapper when dealing with wild animals. Animals that are trapped are dangerous.

CARD ROOM POLICY (PENNY-ANTE GAMES)

Gambling is forbidden in all areas of the Port Malabar Holiday Park Mobile Home Park Recreation District as provided by Florida Statute 849.08.

Florida Statute 849.08

Gambling- Whoever plays or engages in any game at cards, keno, roulette, faro or other game of chance, at any place, by any device whatever, for money or other thing of value, shall be guilty of a misdemeanor of second degree, punishable as provide in s. 775.082 or s.775.083.

Florida Statue 849.085- Certain penny-ante games not crimes:

1. Notwithstanding any other provision of law, it is not a crime for a person to participate in a game described in this section if such game is conducted strictly in accordance with this section;

2. As used in this section:

(a) "Penny-ante game" means a game or series of games of poker, pinochle, bridge, rummy, canasta, hearts, dominoes, or mah-jongg in which the winnings of any player in a single round, hand, or game do not exceed ten dollars (\$10.00) in value.

The Board has determined that any noticed violations of these Statutes shall be reported to the Palm Bay Police Department.

Approved 01/14/1991
Revised 12/23/2014
Revised 5/6/2015

COMPLAINT POLICY

Complaints are filed only when the owner/resident has a problem which needs action or actions taken by the Park or a representative on behalf of the Park. The Park cannot become involved in disputes between neighbors or unlawful actions.

All complaints must be made in writing on forms available at the office and signed. The form must contain the nature of the complaint, with whom and the date of the complaint. The complaint must be turned in or mailed to the office. The office will stamp the complaint form with the date it was received and provide a copy to the complainant.

A member of the staff will contact you within five (5) business days to review the complaint and you will receive written notification of the action taken within ten (10) business days.

Should you receive an unsatisfactory answer, you should contact the office and the complaint will be referred to the Board of Trustees Workshop Meeting for discussion and you will be asked for your comments. The complaint will then be placed on the agenda for the next Public Meeting for a decision. You will again be allowed to address the Board of Trustees at the Public Meeting. The Board of Trustees will give you their decision. You will be notified of the date and time of the Public Board of Trustee Meeting when your complaint will be acted upon.

Revised- March 16, 2000
Workshop- March 27, 2000

CONTRACTORS ENTERING THE PARK HOLIDAYS OR SUNDAY POLICY

It shall be the policy of the Port Malabar Holiday Park Mobile Home Park Recreation District that contractors are not allowed to work in the Park on holidays or Sundays except in an emergency situations. The District observes the following national holidays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Rules & Regulations	05/10/1994
Workshop	05/23/1994
Public Trustee	07/11/1994
Revised	12/23/2014

DAMAGE TO COMMONLY OWNED DISTRICT PROPERTY POLICY

It shall be the policy of the Port Malabar Holiday Park Mobile Home Recreation District that any resident and/or owner (guest of same) shall be liable for damage costs including labor for said damage to commonly owned District property.

Office Affairs	8/17/1993
Rules & Regulations	3/8/1994
Workshop	3/30/1994
Public Trustee	04/11/1994
Revised	12/26/2014

FLAG FLYING POLICY

The following flag policy is in effect. The United States of America flag in Port Malabar Holiday Park Mobile Home Park Recreation District will be flown at half mast on National and/or State days of mourning as designated by the President or Governor.

Revised 04/06/2004
Revised 12/26/2014

MARQUEE POLICY

Port Malabar Holiday Park Mobile Home Park Recreation District owns a lighted Marquee located near the gatehouse. It is the policy of the District that items on the south side of the marquee be given to the District for business purposes. Although taking precedent to the District's business is afforded via statutory requirements of special taxing District.

The north side of the marquee is given to the HPPOA for advertisement of social events.

SMOKING POLICY

The Board of Trustees has established a Policy regarding smoking around the recreation building and pool area. There is no smoking allowed in any area of the recreation building. The area inside the chain link fence which surrounds the pools and patio, bocce courts, horseshoe pits, and shuffleboard courts has been designated as a smoke free area.

A designated smoking area is set aside and outside the pool fenced area on the west side of the pool and away from the shuffleboard courts. A table and cigarette urn has been placed in this area for that purpose.

Additionally, cigarette urns have been placed away from doors, at the front entrance, and at the breezeway entrance.

RECREATION HALL RENTAL POLICY

RENTAL:

It shall be the policy of Port Malabar Holiday Park Mobile Home Park Recreation District, that the Recreation Hall and Kitchen may be rented when the facilities are not reserved for use by either the District or Holiday Park Property Owners Association (HPPOA).

An owner/resident of Holiday Park may rent, when available, the Recreation Hall and Kitchen, for an event and that person shall be responsible for the event as set forth in this Policy. By Florida Law, the General Public may rent, when available, the Recreation Hall and Kitchen. The District requires that the renter sign the required documents, pay all fees and shall be responsible as set forth in this policy.

REQUIREMENTS FOR RENTAL

Each person or representative of an organization who desires to rent the Recreation Hall must sign the HOLD HARMLESS AGREEMENT, RENTAL AGREEMENT and pay 50 % of the RENTAL FEES plus a SECURITY DEPOSIT.

Renter must complete and submit a hall setup form to the District Office a minimum of seven (7) days prior to the event.

DEPOSIT and FEE:

The SECURITY DEPOSIT of two hundred (\$200.00) dollars plus fifty percent (50%) of the full RENTAL FEE is required at the time of signing. These payments are refundable under certain circumstances (refer to SECURITY DEPOSIT, RENTAL FEE and CANCELLATIONS).

SECURITY DEPOSIT:

The SECURITY DEPOSIT will be returned within thirty (30) days after the event if it is determined by the District that there is no damage to the property. If the District Manager determines there is damage to District property, a detailed written report will be mailed to the renter within ten days (10) days after the event. If District Personnel reports to the District Office that areas other than the Recreation Hall, Kitchen, and Bathrooms have been used, the Security Deposit may be forfeited. This decision shall be at the discretion of the District Manager. Any dispute between the District and the renter may be appealed in writing to the Board of Trustees who shall render the final decision.

RENTAL FEE:

Rental Fee shall be payable to the District based on a Fee Schedule approved by the Board of Trustees. Fifty percent (50%) of the Rental Fee shall be paid at the time of signing the required documents. The remaining fifty percent (50%) must be paid in full within five (5) business days of the event. Balance not paid within five (5) business days may be subject to a penalty of 25% of the RENTAL FEE. The District Office will not send notices of payments due.

CANCELLATIONS:

Should the event be cancelled by the signer the 50% Rental Fee shall be forfeited. When an event is cancelled, the Security Deposit will be refunded within thirty (30) days.

GATE ACCESS:

Holiday Park is a gated community. Therefore, five (5) business days before the event the Renter must provide the District Office a list of persons who reside outside Holiday Park and who will be attending the event. Non-compliance with this requirement could result in individuals not being permitted to enter the park.

DISTRICT RESPONSIBILITIES:

The District Office will supply a copy of this policy to the Renter at time of signing the Agreements.

The DISTRICT shall be responsible for and in control of the following:

- Hall set up per layout sheet.
- Sound System
- Thermostats for heat and air condition
- Electric lights throughout the Recreation Hall
- Ceiling fans in the Recreation Hall
- Supplies in the restrooms
- Trash bags for rolling trash bins
- Removal of all trash to the outside receptacle

FEE SCHEDULE

	SECURITY DEPOSIT	RENTAL OF RECREATION HALL & KITCHEN	MUST PROVIDE INSURANCE
HPPOA Sponsored Activity	No Charge	No Charge	Currently provided through HPPOA
HPPOA Encouraged Activity	No Charge	No Charge	No
Holiday Park Resident	\$200.00	No Charge	No
General Public	\$200.00	\$500.00	Yes

NOTES:

1. Use of hall for setup shall be no more than two hours.
2. Rental Fee for the event is for four hours. Use of hall in excess of four hours, with a maximum of six hours, will be charged at \$125 for each hour or part of the hour.
3. Clean up of kitchen after event is responsibility of the renter.
4. A bereavement kit may be purchased from HPPOA.

**PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT**

Rules and Regulations for the District

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The Holiday Park Rules and Regulations are in place for the safety and well-being of the community and their guests. The Rules and Regulations are enforceable as outlined in the Deed Restrictions (*See Article III, Section 18*). The Board of Trustees shall have the power to adopt and change the Rules and Regulations to meet the current needs of the community.

General Rules and Regulations:

1. Speed limit in the Park is 15 miles per hour for all vehicles.
2. No littering of cans, bottles or other trash.
3. No trespassing on private property.
4. No burning of leaves or trash. Use trash disposal service.
5. No loud and raucous noise shall be allowed. Loud and raucous noise shall mean any sound which, because of its volume level, duration, and character, annoys, disturbs, injures, or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the District.
6. Repairs and replacements outside the home shall be expeditiously completed and between the hours of 8:00 AM and 5:00 PM (with exception of emergencies). No contract work is allowed on Sundays except in an emergency.
7. Mailboxes shall be installed as required by U.S. Post Office. House numbers shall be printed or lettered on both sides of the mailbox and or mailbox post and on the front of the house in letters at least three (3) inches high.
8. All owners are required to register with the District office upon taking legal possession of property.
9. All non-owner occupants, tenants, renters, etc. are required to register in the District Office on or before the first day of occupancy. The property owner must furnish the District office with a copy of a Rental agreement for those who will occupy a dwelling for six (6) months or more. For occupants, tenants, or renters of less than six (6) months, the property owners must supply the District office with a signed letter indicating the owners name, Holiday Park property address, name of the occupant(s) and the start and ending date of occupancy.

Home/Grounds Maintenance:

1. All mulched or stone beds must be bordered with appropriate material that creates a barrier between bed and grass area. Acceptable borders are concrete, stones abutted so not to allow growth between the stones, landscape timber, rolled plastic landscape trim and should be at least 3" above ground level to allow weed whipping against.
2. Homes shall be kept free of mold and mildew, and painted when needed.
3. All trees must be kept trimmed 5' from ground level in order not to hinder mower from cutting the grass under the tree. For safety reasons, all trees must be kept clean and free of dead branches and palm fronds. All dead trees must be removed and stumps ground down below ground level. Trees less than 24" in diameter and all fruit trees must be

bordered and kept free from weeds. (*See, A.C.C. Rules and Regulations, page 3, Plantings*)

4. No “weed whipping” shall be done against aluminum, vinyl skirting, or siding that extends to ground level. Homeowners are responsible for spraying weed killer or removing weeds in areas where weed whipping cannot be done because it would cause damage to property.
5. Plantings around home that are within 5’ shall be incorporated into the border around the home. Any areas that are inaccessible to lawn mowers (under 5 feet grass area radius between obstacles) are the owners responsible.
6. Homeowners are responsible for keeping their yard clean and clear of debris, stones, ornaments, or tree branches including palm fronds. Items left in a yard are not the responsibility of the grounds staff. Cars, hoses, tool, and lawn debris must be removed to allow access for mowing equipment.
7. Carports are not to be used as a storage area. Only patio furniture, grills, bicycle, or similar items are to be kept on patio. (*See, Article III, Section 7 of the Deed.*)
8. Residents are required to secure their yard, home, carport, and patio when warnings of pending hurricanes are given. Additionally, all yard ornaments, patio furniture, planters, etc, must be stored when residents leaving for periods of 30 days or more.
9. The District assumes no responsibility for private permanent irrigation or watering systems.
10. Driveway barriers, i.e. chains or ropes may be placed at the carport entrance only. Barriers at curbside create hazardous working conditions for the grounds care workers.
11. All cacti, needled plants, or otherwise dangerous plants shall be planted and kept trimmed in such a manner that creates no hazard to the grounds staff or others.

Card and Billiard Room:

1. The card room and poolrooms will be available between the hours of 8:00 AM and 10:00 PM. House rules as posted will be followed.
2. No alcoholic beverages are permitted in either room.
3. No profane, vulgar, abusive language will be permitted.
4. No one under 18 years of age permitted in pool room unless accompanied by a responsible adult.
5. Rules ads posted shall be followed.

Laundry Room:

1. The laundry room will be open from 7:30 AM to 10:00 PM or as posted.
2. Persons using machines are responsible for cleaning machines upon completion. Persons using equipment are responsible for removing laundry immediately upon completion of machine actions.
3. No washers or dryers are to be left unattended while in use.
4. While using the laundry facilities, owners and/or guests are responsible for the proper conduct of any accompanied children.

Recreation Building:

1. The recreation hall is open from 8:00 AM to 10:00 PM, 7 days a week except Christmas Day.
2. Persons using recreation hall must conduct themselves in a proper manner at all times. Profanity will not be tolerated.
3. No wet bathing suits permitted in any areas of the recreation building.
4. Cover up and shoes must be worn in all areas of the recreation building.
5. All sport and game equipment shall be available on request. All borrowed equipment is to be returned to the office by the last player.

Swimming Pool:

There are two swimming pools available for use. The basic conditions for their use are posted in the pool area and include any additional rules below. The office staff and/or the Custodial staff enforce pool rules and regulations. **For your safety and the safety of guests, please contact a staff member to report a compliance issue.**

1. Pool hours are from 8:30 AM to 9:30 PM, weather permitting.
2. Everyone must shower prior to entering the pool.
3. The District is not responsible for accidents and will not be held responsible for loss or damage to personal property.
4. No lifeguard is on duty. All who use the pool and recreation facilities do so at their own risk. During periods of storms and lightning, the pool will be closed and remain closed until ½ hour after the weather event has passed.
5. Only persons in proper swimming attire may enter the pool.
6. Persons with colds, infections, open sores or wounds and communicable skin diseases, etc., are not permitted to enter the pools.
7. Running, rough play, pushing or shoving at, in, or near the pool or patio area is not permitted. No diving or jumping into the pool in any manner is allowed. No radios,

- screaming, or excessive noises to a point of annoying other guest in the pool area or pool deck is permitted.
8. No foreign objects such as toys, fins, flippers, rafts, tubes, snorkels etc. allowed in the pool. Only noodles permitted in the pool.
 9. Small children may wear arm wings and/or US Coast Guard or UL approved flotation devices and must be accompanied by an adult into the pool.
 10. Children who wear diapers must wear a diaper designed for use in a pool such as a "swim diaper".
 11. No food of any kind is permitted inside the fenced area of the pool deck.
 12. No glass of any kind is allowed anywhere on the pool deck or patio. Only non-alcoholic beverages are allowed on the patio however, no beverages are allowed on the pool-wet deck or in the pool.
 13. Parent or responsible adult must accompany and be responsible for any child under the age of sixteen (16). Any unaccompanied children will be asked to leave.
 14. Body oils and suntan lotions are a major cause of deterioration to the webbing on the chairs and lounges therefor; chairs and lounges shall be covered with a towel before use.
 15. Pool safety ropes are mandatory. No sitting or hanging on pool ropes is permitted. Do not remove safety ropes.

Notwithstanding the provisions of Section 18 of the Deed Restrictions, the District reserves the right to immediately cause to be removed any person from the Card and Billiard Room, Laundry Room, Recreation Building, or Swimming Pools of the District when such person poses an immediate threat to the health, safety, peace, and welfare of the other persons using these facilities. The District Manager or their designee shall enforce this.

GARBAGE AND RECYCLING RULES & REGULATIONS

Per Waste Management

Service is to be provided by City's contractor: Waste Management

CURBSIDE COLLECTION: WEDNESDAY (for all garbage)

- Garbage carts (Green top) should be used to 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.

YARD WASTE: WEDNESDAY

- Place leaves, pine needles, and yard clippings in a garbage container.
- Cut branches to four foot (4') lengths no wider than six inches (6") in diameter and not over fifty (50) pounds.
- DO NOT use plastic bags for yard waste.
- It is requested that your garbage container be no larger than forty (40) gallons.

RECYCLE:

- All recyclables (ie., paper, plastic, metal, cardboard, and glass) go to the cart with the yellow top.
- Please do not mix garbage with recyclables.
- Place your cart curbside with the opening facing the street.
- Cart should be on the opposite side of the driveway from our mailbox to avoid damage.
- Items not inside the cart will not be collected.

SEASONAL SERVICE INTERRUPTION:

The trash and recycle bins are assigned to your address. Due to potential wind storms place bins in a secure area before you leave.

If you will be gone for three (3) or more of the City's monthly utility billing cycles you can save money because the twenty-five dollar (\$25.00) service charge for suspending and then resume collection is less than service fees for three (3) months.

To suspend, cancel, or restart garbage and recycling services, go to the Palm Bay Utility Department office at 120 Malabar Road Northeast, Palm Bay, Florida 32907, or complete form utilitycustomerservice@palmbayflorida.org and fax to 321-727-0693.

REVISED 12/29/2014

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.

Approved by the Board of Trustees: 7/12/2004

Revised 1/14/14

Revised 12/15/14

Approved 12/9/14 & 12/15/14 Deed Restriction Meetings

STORAGE COMPOUND RULES

Each unit stored in the compound must be registered with the District office. 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 is 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 to 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 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 said vehicle or be removed.

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.

CABLE TV, SATELLITE TV RULES AND REGULATIONS

Basic cable TV is provided to each residency in Holiday Park under contract with a local provider. (*See, Deed Restriction, Article I, Definitions, "Owner in Good Standing"*)

The charge for this basic service is included in the annual maintenance fee charged each owner. Premium channels are available on an individual basis at the expense of the resident requesting such service.

The resident of each home shall have the right to subscribe to a direct satellite TV system such as Direct TV or PrimeStar. If such service is installed, the charged payment for cable service remains payable by each resident.

It shall be the policy of Holiday Park to approve the use and installation of direct satellite TV equipment if the resident completes and application form.

All installation must adhere to the following criteria.

1. No satellite antenna shall exceed 24" in diameter;
2. No mast shall be allowed above roof height;
3. Side of house mounting is the preferred location;
4. If installation is ground mounted, no part of the equipment shall extend; beyond the front line of the home or adjacent home;
5. The location must be approved by the A.C.C. and the installation must be; constructed so it's location is protected from damage by mowing operations; and doesn't hinder such mowing & trimming of lawns;
6. The District will not be responsible for any damage to such equipment as; owner must provide adequate protection.

Bureau of Administration	3/11/97
Workshop	3/24/97
Public Trustee Meeting	4/14/97
Revised	5/7/2015

Port Malabar Holiday Park 2015-2016 Budget Proposal

DRAFT:(1) 4/10/15, (2) 4/24/15, (3) 5/8/2015

	2015-2016		
	Budget	Proposed Adjustment	Proposed Budget
0 General Fund			
Income			
325 · Special Assessments			
0325200 · Gross Assessments	1,476,288		1,476,288
0325290 · Assessment Adjustments	-51,788		-51,788
0325295 · Transferred to Debt Service Fund	-262,200		-262,200
Total 325 · Special Assessments	1,162,300	0	1,162,300
 334-389 · Other Revenue Sources			
0341900 · Service Charges	5,000		5,000
0361100 · Interest Income	2,500		2,500
0369900 · Other Income	2,000		2,000
0369902 · Laundry Income	1,000		1,000
0369903 · Property Maintenance Income	0		0
0389400 · Proprietary- Grants & Donations	0		0
0389800 · Proprietary- Private contr			0
Total 334-389 · Other Revenue Sources	10,500	0	10,500
 Total Budgeted Income (General Fund)	1,172,800	0	1,172,800
 Expense			
511 · Gen Govt- Legislative			
0511451 · Board Bond Ins	700		700
0511491 · Election Fees	1,600		1,600
0511522 · Uniforms- Board	200		200
Total 511 · Gen Govt- Legislative	2,500	0	2,500
 512-513 · Gen Govt- Exec, Fin & Admin			
0512130 · Payroll - Executive	47,250	2,000	49,250
0512210 · Payroll Taxes - Executive	4,200		4,200
0512230 · Health Insurance - Executive	11,050	-950	10,100
0512240 · Workers Comp Ins- Executive	2,800		2,800
0512400 · Travel Reimb - Executive	200		200
0512551 · Education/Training- Exec	1,000		1,000
0513130 · Payroll - Admin	44,100	12,450	56,550
0513210 · Payroll Taxes - Admin	3,920	535	4,455
0513230 · Health Insurance - Admin	13,200	-400	12,800
0513240 · Workers Comp Ins - Admin	2,170		2,170
0513321 · Professional Fees - Auditing	13,500	-2,000	11,500
0513322 · Contract Accounting Services	10,200		10,200
0513340 · Payroll-related Services	2,150	50	2,200
0513341 · Temporary Office Services	500		500
0513400 · Travel Reimb- Admin	200		200

Port Malabar Holiday Park 2015-2016 Budget Proposal

DRAFT:(1) 4/10/15, (2) 4/24/15, (3) 5/8/2015

	2015-2016		
	Budget	Proposed Adjustment	Proposed Budget
0513421 · Postage	2,000	-600	1,400
0513441 · Equipment Lease- Office	2,000		2,000
0513462 · R&M Office Equipment	1,000		1,000
0513471 · Deed Restriction Revision Exp			0
0513495 · Advertising Legal	1,800		1,800
0513496 · Bank Charges	300		300
0513497 · Advertising - Office	0		0
0513499 · Non Capitalized Equip- Office	1,500		1,500
0513510 · Office Expense	5,000		5,000
Total 512-513 · Gen Govt- Exec, Fin & Admin	170,040	11,085	181,125
 514 · Gen Govt- Legal Counsel			
0514311 · Professional Fees - Legal	8,000	-4,000	4,000
0514312 · Legal - Deed Rest. Enf.	3,000	1,000	4,000
Total 514 · Gen Govt- Legal Counsel	11,000	-3,000	8,000
 519 · Gen Govt- Other Gen Govt			
0519411 · Telephone & Communications	6,500		6,500
0519431 · Utilities - Electric	62,000	-2,000	60,000
0519432 · Utilities - Gas	2,000		2,000
0519433 · Utilities - Water & Sewer	9,000	-4,000	5,000
0519434 · Storm Water Management	3,100		3,100
0519442 · Equipment Lease- General	1,150	50	1,200
0519451 · Insurance - Liability	9,800	200	10,000
0519452 · Insurance - Property	14,700		14,700
0519462 · Property Maintenance Expense	4,500		4,500
0519491 · Cable - TV	170,100	6,100	176,200
0519497 · Other Expense	100		100
0519499 · Non-Cap Equipment- Gen Govt	0	500	500
0519521 · Supplies Decals & Badges	800		800
0519541 · Taxes, Fees & Licenses	30,000	500	30,500
Total 519 · Gen Govt- Other Gen Govt	313,750	1,350	315,100
 529 · Public Safety- Other Public Saf			
0529130 · Payroll - Gate	90,000	1,135	91,135
0529210 · Payroll Taxes - Gate	8,100		8,100
0529230 · Health Insurance - Gate	0		0
0529240 · Workers Comp Ins- Gate	5,000		5,000
0529460 · R&M Gate	1,700		1,700
0529490 · Flags	300		300
0529499 · Non Capitalize Equip- Gate	300		300
0529520 · Supplies - Gate	1,000		1,000
0529521 · Uniforms- Gate	200		200

Port Malabar Holiday Park 2015-2016 Budget Proposal

DRAFT:(1) 4/10/15, (2) 4/24/15, (3) 5/8/2015

	2015-2016		
	Budget	Proposed Adjustment	Proposed Budget
Total 529 · Public Safety- Other Public Saf	106,600	1,135	107,735
539 · Physical Env- Other Phys Env			
0539130 · Payroll - Custodians	71,000	9,000	80,000
0539210 · Payroll Taxes - Custodial	6,600	400	7,000
0539230 · Health Ins- Custodial	11,650	-350	11,300
0539240 · Workers Comp Ins-Custodial	4,375		4,375
0539400 · Travel Reimbursement Custodial	100		100
0539461 · R&M Buildings	4,000		4,000
0539462 · R&M Lighting- Rec Center	400	1,100	1,500
0539463 · R&M Equipment	3,000		3,000
0539499 · Non Capitalized Equip-Custodial	500	300	800
0539520 · Custodial Supplies	4,000		4,000
0539521 · Uniforms- Custodial	200		200
Total 539 · Physical Env- Other Phys Env	105,825	10,450	116,275
541 · Transportation- Road & Street			
0541461 · R&M Streets	1,000		1,000
0541463 · R&M Signage	900		900
0541464 · R&M Drainage	2,600		2,600
Total 541 · Transportation- Road & Street	4,500	0	4,500
572 · Culture/Rec- Parks & Recreation			
0572130 · Payroll - Grounds Crew	164,280	-13,145	151,135
0572210 · Payroll Taxes - Grounds	14,785		14,785
0572230 · Health Insurance-Grounds	29,000	4,300	33,300
0572240 · Workers Comp Ins-Grounds	8,200		8,200
0572341 · Contract Svcs - Lawn Crew	65,000	-2,000	63,000
0572342 · Landscape Management	8,000		8,000
0572431 · Landscape Trash Removal	2,200		2,200
0572461 · R&M Grounds Equipment	4,500	2,500	7,000
0572462 · R&M Pools & Rec Facilities	12,800	5,200	18,000
0572463 · R&M Irrigation System	2,500		2,500
0572464 · Sound Wall Maintenance	1,000		1,000
0572468 · Vehicle Repair	2,000		2,000
0572499 · Non Capitalized Equip-Grounds	2,500		2,500
0572521 · Supplies - Grounds	4,500		4,500
0572522 · Fuel	15,000		15,000
0572524 · Supplies Recreational	1,800		1,800
0572525 · Uniforms- Grounds	450		450
0572526 · Landscape Supplies	3,300		3,300
0572551 · Education/Training- Parks & Rec	300		300
Total 572 · Culture/Rec- Parks & Recreation	342,115	-3,145	338,970

Port Malabar Holiday Park 2015-2016 Budget Proposal

DRAFT:(1) 4/10/15, (2) 4/24/15, (3) 5/8/2015

	2015-2016		
	Budget	Proposed Adjustment	Proposed Budget
701 · Capital Outlay			
0519621 · Cap Outlay-Buildings & Imp	28,000	-935	27,065
0519631 · Cap Outlay-Infrastructure	15,000	20,000	35,000
0519641 · Cap Outlay-Grounds Equipment	10,000	8,000	18,000
0519642 · Cap Outlay-Furn, Fixt & Eq	2,000	-470	1,530
Total 701 · Capital Outlay	55,000	26,595	81,595
 8000099 · Contingency Expense	 41,470	 -24,470	 17,000
8581100 · Budgeted Return to Reserves	20,000	-20,000	0
Total Expense + Contingency + Return (General Fund)	1,172,800	-44,470	1,172,800
 <u>2 Debt Service Fund</u>			
Income			
325 Special Assessments			
2325200 · From Gross Assessments- DebtSvc	262,200		262,200
Total Available Income (from General Fund)	262,200	0	262,200
 Expense			
517 · Gen Govt Svcs- Debt Svc Payment			
2517710 · Principal Expense	212,100	26,600	238,700
2517720 · Interest Expense	50,100	-26,600	23,500
Total 517 · Gen Govt Svcs- Debt Svc Payment	262,200	0	262,200
Total Expense (Debt Svc Fund)	262,200	0	262,200
 Total Income- All Funds	 1,435,000	 0	 1,435,000
Total Expense- All Funds	1,435,000	0	1,435,000



AGREEMENT BETWEEN
OWNER and ARCHITECT for
ARCHITECTURAL SERVICES

This Agreement is made as of March 31, 2015 (the "Effective Date"), by and between:

The Owner: **Clubhouse Recreation Hall – Holiday Park**

Address: 215 Holiday Park Blvd. N.E., Palm Bay, Florida 32907

Phone: 321/724-2240

Contact: **Cheryl Ennis**

E-mail: cennis@holidayparkfl.com

and

The Architect: **Caribeño Architectural Group (CAG)**

1250 West Eau Gallie Blvd., Suite F.

Melbourne, Florida 32935

for

The Project: **Clubhouse Recreation Hall – Holiday Park**

The Owner and the Architect agree as follows:

ARTICLE 1
ARCHITECT'S SERVICES

Architect agrees to perform the services specifically described here and in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 for the following scope:

CAG is pleased to provide the following proposal for architectural, mechanical, electrical and plumbing engineering services as follows: Clubhouse Recreational building reconfiguration in Holiday Park residential community in Palm Bay. There is currently an existing laundry room that will be demolished and relocated to the existing pool building at area where sauna and showers will be demolished, the existing pool table & card room will be relocated to this area and the existing pool/card table room will become the relocated library and HPPOA office areas. The existing HPPOA office area will become the relocated custodian and park office storage room. The existing Main Hall area will house new storage and craft room with storage closets with walls up to 8' no ceiling (this area will house the HPPOA temporarily while work is being performed on other areas of the building) as per provided drawings at site meeting held on 03-23-15. Included also is exterior elevation redesign with added decorative accents.

CAG will develop initial schematic plans and elevations for the owner's review. These drawing will be presented to the owner's building committee for review and approval. This scope includes up to three additional revisions to these plans and elevations; if the owner requires additional revisions then CAG reserves the right to receive additional compensation. CAG will also develop a construction budget based on initial designs and provide continual updates as the design develops through construction documents.

Note: The scope does not include structural changes to the building, this scope and fee includes a generic finish schedule identifying specific finishes desired for the floors and walls. if client desires interior decoration services CAG can provide a quote in addition to the scope.

ARTICLE 2
ARCHITECT'S RESPONSIBILITIES

Architect agrees to use Architect's best efforts, skill, judgment, and abilities so as to perform Architect's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Architect shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement.

Architect agrees to perform Architect's Services in compliance with all applicable national, federal, state, municipal, and State of Florida codes having jurisdiction over the Project.

Architect's Services shall be reasonably accurate in errors or omissions. Architect shall promptly rectify any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Owner.

Architect shall designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

ARTICLE 3
THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Architect with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

The Owner will review the Architect's drawings, specifications and other documents of service produced by Architect's in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Architect of any design fault or defect in Architect's Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's Services.

ARTICLE 4
OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Architect as instruments of service are and shall remain the property of the Architect whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project.

ARTICLE 5
DISPUTE RESOLUTION

The OWNER/CLIENT shall at all times indemnify and save harmless CAG and its officers, agents, and employees on account of claims, damages, losses, litigation, expenses, fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the OWNER/CLIENT, its agents, employees, or subcontractors in connection with this project.

For any damage on account of any error, omission or other professional negligence, CAG's liability will be limited to the fee received under this Agreement less third-party costs. CAG's professional officers shall be personally held harmless from any error, omission or other professional negligence.

The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements of actions of any party with respect thereto shall be in Brevard County, Florida.

ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Architect.

In the event of termination through no fault of the Architect, Architect shall be equitably compensated for all Architect Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Architect and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Architect, and Architect's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

Independent Contractor. Architect recognizes that Architect is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Architect or its employees with any benefits normally associated with employee status. Architect will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

ARTICLE 8
REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and its Architects solely and directly in connection with the performance of Architect's Services for the following:

Expense of transportation at \$.30 per mile as deemed necessary for work relating to owner's project.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Architect and its Architects.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Architect and the Architect's Architects.

ARTICLE 9
ADDITIONAL SERVICES

Additional Services are services not included in the Architect's Services and not reasonably inferable from Architect's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services or these services shall be performed at the hourly rates indicated below. Architect shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

<u>Labor Category</u>	<u>Hourly Rates</u>
Principal	\$ 115.00
Sr. Project Manager	\$ 110.00
Architect / Engineer	\$ 100.00
Entry Architect / Engineer	\$ 85.00
CADD Operator / Designer	\$ 75.00
Administrative	\$ 40.00
Plotter Services	\$ 35.00
Courier	\$ 25.00

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Architect pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10
PAYMENTS TO ARCHITECT

Architect shall present monthly Applications for Payment to the Owner detailing the Architect's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month.

Owner shall promptly review the Application for Payment and notify Architect whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Architect for all approved services and expenses. Any invoice outstanding for more than 30 days after the date of the invoice will be subject to a financing charge of 1-1/2% per month. Invoices will be rendered on CAG standard format.

ARTICLE 11
ARCHITECT'S COMPENSATION

The Architect's Compensation for Architect's Services shall be as described in Exhibit 1.

The Architect's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

For Reimbursable Expenses approved by the Owner, a multiple of one and one-tenth (1.10) times the actual expense incurred by Architect, its employees or its Architects.

The Owner and Architect have entered into this Agreement as of the Effective Date.

OWNER:

CAG:

By: _____
Name:
Title:

By: _____
Name: Marcos Mozdzen
Title: Officer
Phone: 321/622-6900
Fax: 321/622-6901
Email: marcosm@cag-architects.com

EXHIBIT 1.

Compensation:

Fees:

	<u>Description</u>	<u>Amount</u>
1.	Architectural Design Drawings (floor plans)	\$ 800.00
2.	Architectural working drawings	\$ 6,800.00
3.	Cost Estimating	\$ N.I.C
4.	Civil Engineering	\$ N.I.C
5.	Structural Engineering	\$ N.I.C
6.	Mechanical, Plumbing, and Electrical Engineering	\$ 6,200.00
7.	Kitchen Consultant	\$ N.I.C.
8.	Bidding and Negotiation (hourly if requested @ \$85.00/hr.)	\$ N.I.C.
9.	Construction Administration (hourly if requested @ \$85.00/hr.)	\$ N.I.C.
	Subtotal	\$ 13,800.00
	TOTAL FEE:	\$ 13,800.00

\$ 3,000.00 Retainer due upon execution of design agreement.

Engineering & Design Concepts, Inc

2115 Palm Bay Road, NE Unit 6 Palm Bay, FL 32905

Tel (321) 727-2056 Fax (321) 914-4206

E-Mail: bcarter1350@cfl.rr.com

May 01, 2015

Cheryl Ennis
District Manager
Holiday Park Port Malabar
Mobile Home Park Recreation District

Via Email: holidaypark@holidayparkfl.com

Re: Building Renovations
Existing Clubhouse Building

Dear Ms Ennis;

It is a pleasure to meet with your representatives to discuss the proposed modifications to your existing Clubhouse and Adjacent Restroom structures. ENGINEERING & DESIGN CONCEPTS, INC. is pleased to present this proposal. We understand this project is to be designed along the preliminary requirements listed below:

- a. Site is located in Holiday Park Mobile Home Park, Palm Bay, Florida
- b. Project size-Existing Building to remain, Interior and Minor Exterior Renovations to be performed. Sketches from your office have been reviewed and discussed, along with the proposed phases of construction.
- c. Coordination with Civil Engineer for building design services is included. However, no civil engineering, landscaping or site design is included.
- d. Proposed building shall comply with all local, state and federal code requirements.

Based on this information, we propose to provide the following services:

1. DRAFTING SERVICES / ENGINEERING DESIGN SERVICES

- 1.1 We will prepare Drafting Services, Structural, Mechanical and Electrical construction documents to meet Florida's professional engineering standards to obtain a building permit for your proposed building project.

We have prepared this proposal based on the following assumptions:

- A. Cost of permit applications, city and county impact fees, soil test fees, land survey and topography map will be a direct expense to you and not covered under this proposal.
- B. Any significant off-site improvement required to gain site plan or permit approval other than those described herein, are not included in this proposal.
- C. No additional work resulting in additional fees shall begin without your prior written consent.
- D. Printing services are a direct expense to you and are not covered under this proposal.
- E. (If Required) Fire Sprinkler and/or Fire Alarm design services are not included in this proposal.
- F. Construction inspections, Project supervision and/or Project management are not included in this proposal.

Page Two
Holiday Park Renovations
May 01, 2015
Page Two

COMMERCIAL VALUE

Our fees for the above described services will be as follows:

FIELD VISIT / SITE INVESTIGATION		\$ 200.00
DRAFTING SERVICES	Building Renovations for all Phases (Includes structural modifications to Building)	\$ 2,900.00
UTILITY SERVICES	(includes electrical, lighting, plumbing, mechanical systems modifications and energy calculations, if req'd)	\$ 1,000.00
TOTAL FEE FOR DESIGN SERVICES		\$ 4,100.00

RETAINER REQUIRED TO PROCEED \$ 1,500.00

Balance of work will be billed, based upon work completed. Invoices are due within ten (10) days from date of invoice. After ten (10) days, all unpaid invoices shall accrue interest charges at the rate of 18% per annum.

ADDITIONAL WORK

Any additional work required is based on an hourly basis at the following listed rates:

Engineering Principal	\$ 150.00 per hour
Project Coordinator	\$ 85.00 per hour
Drafting	\$ 50.00 per hour

Reimbursable costs such as printing and reproduction costs are not included in our fee and are to be charged to you at actual costs. Currently blueprint fees are \$ 2.50 per 24" x 36" Sheet.

If the above proposal meets with your approval, please sign a copy and return it with your retainer for us to proceed with your construction document phase of the project.

I trust that this information is found satisfactory and if there are any other questions or comments, please do not hesitate to contact me at the numbers listed above.

Sincerely;
For ENGINEERING & DESIGN CONCEPTS, INC

ROBERT CARTER

Robert Carter

APPROVAL _____ DATE _____

Engineering & Design Concepts, Inc

2115 Palm Bay Road, NE Unit 6 Palm Bay, FL 32905

Tel (321) 727-2056 Fax (321) 914-4206

E-Mail: bcarter1350@cfl.rr.com

May 08, 2015

Cheryl Ennis
District Manager
Holiday Park Port Malabar
Mobile Home Park Recreation District

Via Email: holidaypark@holidayparkfl.com

Re: Building Renovations
Existing Clubhouse Building

Dear Ms Ennis;

Per our recent conversation, I wanted to clarify our original proposal and your future project phases. The original proposal dated May 01, 2015, would cover all the drafting and specifications for all the construction phases proposed. The proposal also includes Engineering Review and Certification for permitting of whichever phases you would like to permit. Phase 1, Phase 2, etc.

If you choose to separate the project into multiple phases, whichever phases you want to build after Bidding, would be included in the proposal. Future phases would incur an additional fee for Review and Certification per each phase permitted.

For example, We do the drawings for all the proposed phases and you only permit Phase 1. The original proposal covers this phase. Six months later, you decide to permit another phase, you would be charged an additional \$ 500.00 for Engineering and Printing Fees for the next phase (even if there are multiple phase) for that permit.

I trust that this is satisfactory and I have clarified the Phase Construction Issue. I would rather do all the drawings and specifications at the beginning and allow you to choose which and how many phases of construction will be permitted.

If you have any further questions or comments, please do not hesitate to contact me at the office.

Sincerely;
For ENGINEERING & DESIGN CONCEPTS, INC

ROBERT CARTER

Robert Carter

Cheryl Ennis

From: glkpe@cfl.rr.com
Sent: Tuesday, April 28, 2015 5:00 PM
To: Cheryl Ennis
Subject: Re: PLAN FROM GARY



Gary L. Karel
Professional Engineer

CHERYL

- Architectural Engineering
- Civil Engineering
- Design/Build Service
- Joint/Cooperative Ventures

543 1084
Beeper: (321) 634-9292

Phone: (321) 723-9393

REGARDING THE REST OF THE PROJECT, I WAS GOING TO COME DOWN AND TAKE A LOOK IN THE ATTIC

I THINK THE BASIC PRICE FOR THE REST OF THE WORK FOR PLANS ETC WILL BE ABOUT \$2500 BUT

AS DISCUSSED IF I HAVE TO MAKE LONG SPECIFICATIONS FOR SERIOUS COMPETITIVE BIDDING IT WILL COST MORE AND OF COURSE INVOLVE MEETING WITH YOU AND THE OTHER MEMBERS WHO CONTROL THINGS

AND MAKE SOME ADDITIONAL CHOICES OF PRODUCTS YOU INTEND TO USE

LET ME KNOW WHAT I CAN DO TO HELP YOU

THANKS

GARY