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Port Malabar Holiday Park
Mobile Home Park Recreation District

DEED RESTRICTION

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

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A DEED RESTRICTED COMMUNITY

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 elated 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 Unit Two are amended, consolidated and restated as follows

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~~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. "ACC" 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 person's 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 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 or 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~~ I 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 and policies for the ACC ~~(See "Port Malabar Holiday Park Mobile Home Park Recreational District Architectural Control Committee Rules and Regulations").~~ The ACC's purpose is to assist lot owners with navigating and understanding the Deed Restrictions, Rules and Regulations, and Policies as they relate to home and property improvements. The ACC may also assist the District with enforcing the provisions of ~~this~~ Article I. The Board of Trustees shall have the power to adopt and change the ACC's, Rules and Regulations, and Policies to meet the current needs of the community. The ACC shall abide by the Florida Public Records and Open Meeting (Sunshine) Laws. A completed ACC application must be submitted to the ACC for approval.

Section 2 Requirements for ACC Approvals

No structure, add-on, or accessory may be placed thereon without the prior written consent and approval of the ACC as to location, position, setback, and architectural quality. In considering whether to grant such approval, the ACC 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.

Each mobile/manufactured home shall be of a width of not less than sixteen (16) feet.

Each mobile/manufactured home shall be inspected and approved by a majority of members of the ACC 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 ACC 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 ACC 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.~~

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 30 lbs. 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 Lots 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 ACC where the need for an extension is documented, reviewed, and granted by the Committee. In the event that a replacement mobile home is

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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 Districts shall give 30-day 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 ACC

Section 6 Carport/Shed

Provisions for Carport and Shed are provided for in the Rules and Regulations of the ACC

Section 7 Fencing

No fence shall be erected on any lot or any portion thereof, without the prior written approval of the ACC with respect to location offences 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 be maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

~~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 ACC as to size and location of such items. An ACC application is available in the District office for such purpose. Restated May 15,2015; Amended May 22,2017 Page 7~~

~~Section 8 Enforcement of ACC Rules and Regulations~~

~~Enforcement of the ACC 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.~~

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ARTICLE II
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 (I) 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

~~In order to maintain a community of congenial property owners who are agreeable to abide by the "housing for older persons" restrictions and all other applicable terms, conditions, restrictions and other provisions contained in the Districts AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS AFFECTING PROPERTY LOCATED IN PORT MALABAR HOLIDAY PARK, UNIT ONE AND UNIT TWO and the provisions of Section 418 and 189 Florida Statutes, and Ordinance No.83-52 of the City of Palm Bay (hereinafter collectively "Restrictions"), the transfer of a lot or lots by any owner shall be subject to the conditions hereinafter set forth for as long as said Restrictions shall remain in force and effect: It shall be necessary for the District's Board of Trustees, or its duly authorized officers, agents or committee, to approve in writing all sales, transfers of title, leases or subleases of a lot, or other occupation of a dwelling unit on a lot, before such sale, transfer, lease, sublease or other occupation shall be valid and effective. Written application for such approval shall contain such information and supporting documentation (including, but not limited to, verifiable proof(s) of age(s) of proposed occupant(s) as may be reasonably required in application forms promulgated by the District's Board of Trustees and shall be accompanied by a transfer fee to cover the District's Board of Trustees' reasonable expenses as shall be determined by further resolution(s) of the District Board of Trustees from time to time; provided, however, the District's Board of Trustees shall not be authorized to charge an application fee in excess of Fifty Dollars ($50.00).~~

The number of residential lots owned by an owner of a lot in Port Malabar Holiday Park, Unit One and Unit Two is hereby limited to one (1).

The purchase of a Holiday Park unit must be owner occupied for a minimum of three (3) years prior to requesting District approval for rental purposes.

Recognizing the fact that a current resident may wish to move within the Park, an application is to be made through the District Office for temporary dispensation of the one unit per owner restriction. The original property must remain unoccupied until final sale.

The number of rental units within Holiday Park is limited to 20% (140) of total lots.

~~The owner must make an "APPLICATION FOR PURCHASE / REGISTRATION" with the District Office prior to the purchase with the registered owner being primary resident of the property. After registration as a "resident", the owner may elect to "Rent Out" the property with the stipulation that the owner shall not be permitted to purchase another property per the limitation of one (1) property per owner.~~ Any person renting a unit or part of a unit shall first make an "APPLICATION FOR RENTAL or NON-OWNER" with the

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District Office prior to renting/occupancy. The "APPLICATION ~~FOR PURCHASE/~~REGISTRATION and APPLICATION FOR RENTAL or NON-OWNER" shall be provided by the District and the form of such applications shall be approved by the Board of Trustees. Nothing herein shall affect the ownership of any residential lots in excess of the lot ownership limitation herein, which predates the effective date of the referendum approving this section (hereinafter referred to as 'Non-Conforming Ownership Lot'). Provided, however, that in the event an owner of a Non-Conforming Ownership Lot divests themselves of such lot they shall not own any new lot if such ownership would cause a violation of this section. The term "owner" shall mean an individual person, a business organization, ~~and~~ or 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 with right of survivorship, tenants in common, tenants by entirety or similar designation. The term "business organization" shall mean to include but not limited to, a corporation (either profit or non-profit), any form of partnership, a joint venture, or a limited liability company (LLC), a trust, including a real estate trust, revocable trust, or ~~Restated May 15,2015; Amended May 22,2017 Page 9~~ 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." ~~(Amended by the Board on May 22, 2017~~

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~~ home shall be occupied by at least one (1) person fifty-five (55) years of age or older. All other occupants residing in the ~~mobile~~ home 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~~ home previously occupied by a family member ceases to meet the 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~~ home. 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~~ home in 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.

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~~ must be made by the ~~to the lot~~ resident owner. The ~~lot owner~~ resident 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

A 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, home 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.

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 must be submitted every 6 months for approval. The 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 services, etc. that may be needed by a resident. ~~other than those included in "ARTICLE V, Section l."~~

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 register their guest and to arrange for an extended pass, if applicable. ~~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

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, refuse containers 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~~ The expense shall be payable by such owner of the lot to the District as a result of the Districts abating or curing violations. ~~and~~ Payment 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 A1arch 27, 2012 and certified by the Board on April 9, 2012).~~

~~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~~ must be removed from curbside the day of pickup.

Section 8 Condition of Skirting Material on Home

All mobile/~~modular~~ manufactured 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 ACC.

Section 9 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 10 Decals

(A) Holiday Park ~~occupant~~ residents 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 to 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. A resident has the opportunity to submit a claim to the Board of Trustees to review and resolve.

(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~~ owner meeting these stated requirements.

(C) An owner residing in a property with a non-owner occupant has the option of one (1) access decal, plus one (I) 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. Decals are free to all property owners and their spouses. If a decal is requested for a non-owner resident, that resident is required to pay a fee of $20.00. At any time the non-owner and owner marry, proof of marriage may be requested by the District Office and the non-owner no longer is required to pay the $20.00 decal fee.

(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.

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

(F) Upon termination of occupancy, all decals ~~shall~~ must be surrendered to the District office. All ~~lot~~ home 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 11 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~~ **MUST BE KEPT UNDER 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.

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(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. ~~Restated May 15,2015; Amended May 22,2017 Page 12~~

Section 12 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 13 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.

(C) No pets shall be allowed in the Recreation Building or pool area. However, an exception is made for certified registered service animals. Owners shall abide by the Rules and Regulations set by Brevard County Animal Services animalservices@bcsco.us.

Section 14 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 Port Malabar Holiday Park Mobile Home Park Recreation District, ~~the~~ City of Palm Bay, Brevard County, and the State of Florida.

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Section 15 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~~ day. 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 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 16 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 ACC rules. A clothes pole shall be removed when occupant is not in residence for more than two (2) weeks or longer. ~~period. Provided, however, that if is a conflict between this section and F.S. 163.04 exist, the provisions of F.S. 163.04 shall prevail.~~

Section 17 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 ACC 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, ACC 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) clays 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, ACC 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~~ may 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. ~~Restated May 15,2015; Amended May 22,2017 Page 14~~ 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 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~~ III 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. 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 I8.)~~

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: 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~~ as approved by the Board of Trustees.

(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 for it 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) Restated May 15,2015; Amended May 22,2017 Page 16~~

ARTICLE ~~V~~ IV
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/home 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 and Restrictions ~~and 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/home owners present and/or by mail ballot at a meeting called for such purpose. ~~Reservations~~ Ballots will be mailed to all owners. Each owner is given thirty (30) days to return said ballot in person or mailed to the District Office. These Conditions, Covenants, Restrictions, and Reservations may be rescinded by a majority of the then voting fee owner(s)~~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 2015-02 previously approved by the District on March 26,2015 and certified by the Board on April 13,2015).Restated May 15, 2015; Updated 5/22/2017 Page 17~~

ARTICLE ~~VI~~ V
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 xxxxxxxxxxx. (Official Records Book will be filled in when documents are recorded with the Clerk of Courts

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