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Port Malabar Holiday Park

Mobile Home Park Recreation District

DEED RESTRICTION

A DEED RESTRICTED COMMUNITY

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DEED RESTRICTIONS

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 22 day of July, 2026.

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, the Amended Consolidated and Restated Declaration of Restrictions, Conditions, Covenants, and Reservations affecting property located in Port Malabar Holiday Park, Unit One and Unit Two recorded at ORB 7366, page 1050, Amendment to the Amended, consolidated, and Restated Declaration of Restrictions, Conditions, Covenants, and Reservations Affecting property Located in Port Malabar Holiday Park, Unit One and Unit Two recorded at ORB 7898 Page 2324 and all previous and subsequent amendments 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 it is the intent of this current "DEED RESTRICTION" adopted on July 22, 2026 supersede all prior Declaration of Restrictions, Conditions, Covenants, and Reservations affecting property located in Port Malabar Holiday Park, Unit One and Unit Two; and

WHEREAS, a public meeting was held by the Board of Trustees of the Recreation District on July 22, 2026, 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:

DEED RESTRICTIONS

ARTICLE I
ARCHITECTURAL CONTROL COMMITTEE

Section 1 Architectural Control Committee

The Architectural Control Committee, herein referred to as ACC, 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. 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 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.

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. The mobile home/manufactured home must be centered on the lot to the greatest extent possible.

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.

Each mobile/manufactured home must be connected to central water and sewer systems serving the premises. No private wells or septic tanks shall be permitted. No private swimming pools (inground or above ground are allowed). Hot Tubs must be approved by ACC. 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 open flames are allowed. A propane firepit is a controlled flame which is permitted. No bottled gas tanks or fuel oil storage tanks shall be permitted on, above, or under any lot.

Section 4 Requirements for New Unit or Removal of Home

Provisions for new units and/or removal are provided for in the Rules and Regulations of the ACC.

Section 5 Setbacks / Easements

Provisions for Setbacks / Easements 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 Landscaping Borders

Provisions for Landscaping Borders are provided for in the Rules and Regulations of ACC.

Section 8 Fencing

Retractable gates are allowed on driveways only, with ACC approval. No fence shall be erected on any lot or any portion thereof. No fence, hedge, or landscaping features shall be placed, altered, or maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

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 a single-family. Single Family shall mean a group of no more than four (4) persons living together, in compliance with the District's housing for older persons requirements, as a unit whether related or not related. Provisions are made under the "family" description to allow for reasonable accommodations for handicapped or disabled persons to comply with fair housing requirements. (See application requirements in Section 2)

(B) No trade, business, profession, or any other type of commercial activity shall be conducted on any lot, as defined in the Rules and Regulations.

Section 2 Limitation on Residential Lot Ownership

The number of residential lots owned by any one owner of a lot in Port Malabar Holiday Park, Unit One and Unit Two is hereby limited to one (1). For purposes herein, and in addition to the definitions below regarding renting which shall also apply here, the term "owned" includes any interest in any entity which is a prospective owner, any Trust where a person is the Grantor, owner, settlor or has a Beneficial Ownership or is a Beneficiary of such, or a joint owner such as joint tenancy (e.g. Sisters), tenancy by the entirety or tenancy in common.

The new owner must make APPLICATION FOR PURCHASE/REGISRATION with the District Office prior to the purchase. All individuals residing in Holiday Park must have an application on file at the District Office. The purchaser of a Holiday Park unit must own/reside in the unit (full-time or part-time) 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.

Any person renting or residing in a unit or part of a unit shall first make an "APPLICATION FOR RENTAL or NON-OWNER" with the District Office prior to renting/occupancy. The "APPLICATION 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, 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 ownership/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/partnership 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."

Section 3 Resident Age Requirement

PORT MALABAR HOLIDAY PARK is a community intended and operated as "housing for older persons." Each non-vacant home shall be occupied by at least one (1) person fifty-five (55) years of age or older. All other occupants residing in the home must be at least forty (40) years of age.

The age of prospective occupants shall be verified through a birth certificate, picture identification, or valid driver's license. Notwithstanding the above, if a 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 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 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 must be made by the resident owner. The 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 essential to the care and well-being of the resident and who is physically capable of assisting the resident with activities of daily living, and/or providing necessary medical care as prescribed by a physician. The caregiver can provide necessary medical care to another individual, family member, home owner, or renter who is otherwise unable to reasonably function without the caregiver's services on a day-to-day basis.

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 Bona Fide Caregiver / Live-In Aide 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.

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.

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 homes shall be maintained by the owner of such lot in good appearance free of underbrush, weeds, accumulation and storage of personal property, except items such as patio furniture, bicycles, refuse containers and barbecue grills. The exterior of the home shall be free of mold, mildew and/or dirt visible when the home is viewed from the street or any adjacent lot. No open fire flames are allowed. A propane fire pit is a controlled flame which is permitted. 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. The expense shall be payable by such owner of the lot to the District as a result of the District's abating or curing violations. Payment shall be due and payable within twenty-one (21) days from the date of mailing of a statement by the District. 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.

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 not be placed for curbside pickup before 5:00 P.M. the day prior to pick-up and must be removed from curbside the day of pickup.

Section 8 Condition of Skirting Material on Home

All mobile/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 there is a conveyance of such roads to a governmental agency.

Section 10 Decals

(A) Holiday Park residents whether owners, non-owner occupants or renters, shall display a Holiday Park gate access decal on all motor vehicles and other conveyances which are required to have a decal. 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.

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 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) The maximum number of cars and truck access decals issued to a property/unit is up to three (3), based on the following:

Appropriate parking spaces may be available, i.e. on concrete or pavers.
A current application/registration must be on file and application/registration fee paid.
Current unexpired vehicle registration in the resident's name.

(C) An owner residing in a property with a non-owner occupant has the option of one (1) owner access decal, plus one (1) non-owner access decal for a non-owner occupant who has: completed the non-owner occupant application/registration provided by the District Office; supplied a copy of the valid vehicle registration listing the non-owner occupant's name and paid the application/registration processing fee. If a decal is requested for a non-owner resident, that resident is required to pay an access decal fee. If at any time the owner and non-owner marry, proof of marriage may be requested by the District Office, and the non-owner no longer is required to pay the access decal fee.

(D) Non-owner occupants shall be issued a gate access decal yearly for a maximum of two (2) vehicles provided that: an application/registration form, provided by the District Office, for a non-owner occupant is complete, a copy of a valid vehicle registration listing the non-owner occupant as the vehicle owner is supplied; a verification of occupancy and rental agreement executed by the property owner is supplied; and the application/registration processing fee is received. One (1) additional decal may be issued to the owner of such property.

(E) Additional decals must be issued for motorcycles, golf carts, mopeds, motorized scooters, bicycles and E-bikes (per Palm Bay ordinances). Decals will only be given to Holiday Park residents who have met the required application/registration process. Decals must also be issued for RVs, boats, utility trailers, and campers, in the storage compound area.

(F) Upon termination of occupancy, all decals must be surrendered to the District Office, or a fine may be imposed on the owner.

(G) 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 herein. 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 one ton, which are the sole means of transportation of the occupant of the mobile home, must 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 purposes.

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. Changing any vehicle fluids is permitted by a licensed auto technician only.

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 small dogs, cats, caged birds or a rabbit not to exceed twenty-five (25) pounds mature breed weight. Chapter 413 of the Florida Statute defines a qualified service animal that is trained to work or perform tasks for the benefit of an individual with a disability. Chapter 760 defines emotional support animals and the legal documentation required. 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) feet 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. Retractable gates are allowed on driveways only, with ACC approval. 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 or emotional support animals shall be allowed in the Recreation Building or pool area. Owners shall abide by the Rules and Regulations set by Brevard County Animal Services as per ADA / FHA.

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, City of Palm Bay, Brevard County, and the State of Florida. The Holiday Park District Manager shall review all formal complaints and issue a final determination.

Section 15 Signs

No signs are permitted on lots, except real estate signs or political signs in window or as close to the home as possible. 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 election 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 as close to the home as possible. A small sign announcing "yard sale" may be temporarily placed on owner's property but shall not remain longer than twenty-four (24) hours. All signs must be removed within 24 hours of completion of sale.
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.

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 violation pursuant to this section shall become a fine upon the owner's property. If a violation of the Deed Restriction, ACC Rules and Regulations, Policies or reasonable rules of the District is found, the District Manager shall notify the violator and give him or her thirty (30) days to correspond with the District Office regarding the violation. If after thirty (30) days, no action has been taken on the violation, the District Office shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed, to said violator. At the option of the District, notice may additionally be served by posting. If the violation is not corrected, the case may be presented to the designated Board/Committee for enforcement. If the violation has been corrected prior to the hearing, 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 Office. 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. The designated Board/Committee for enforcement shall proceed to hear the cases on the agenda for that day. All testimony 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 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. The provisions of this Section are not intended to be the exclusive remedy available to the District to enforce these Restrictions. The District may pursue equitable and/or legal proceedings to enforce these Restrictions. Should such proceedings be pursued, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorney fees.

ARTICLE 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.

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.

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.

(B) The District shall provide to each residential lot owner: recreational facilities, basic TV service or internet access, and lawn maintenance service consisting of periodic mowing. 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 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 TV 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. In addition to the Assessment, set by the District, 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.

ARTICLE 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 or unconstitutional portion shall be deemed a separate, distinct, and independent provision, and 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/homeowners, guests, and members of the Port Malabar Holiday Park Mobile Home Park Recreation 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 may be amended 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/homeowners present and/or by mail ballot at a meeting called for such purpose. Ballots will be available for pick-up at the District Office or mailed to owners. Each owner shall 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) 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.

ARTICLE V
PRIOR DEED 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 xxxxxxxxxxxx. (Official Records Book will be filled in when documents are recorded with the Clerk of Courts).

ARTICLE VI
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: Rebecca Earnest Chairperson

STATE OF FLORIDA)
COUNTY OF BREVARD)

SWORN AND SUBSCRIBED before me this 21 day of SEPTEMBER, 20 26 by REBECCA EARNEST who is personally known to me.

Notary Public State of Florida
Jodi Gorres
My Commission HH 801996
Expires 5/11/2030

Jodi Gorres
Notary Public

Attest
Debbie Nixon
Secretary of Port Malabar Holiday Park
Mobile Home Park Recreation District

STATE OF FLORIDA)
COUNTY OF BREVARD)

SWORN AND SUBSCRIBED before me this 21 day of SEPTEMBER, 20 26 by DEBBIE NIXON who is personally known to me.

Notary Public State of Florida
Jodi Gorres
My Commission HH 801996
Expires 5/11/2030

Jodi Gorres
Notary Public