



VACATION INN RESORT OF THE PALM  
BEACHES, INC

## **RULES & REGULATIONS**

**RULES AND REGULATIONS OF VACATION INN RESORT OF THE PALM BEACHES, INC.**  
 ORGANIZED AS A PROPERTY OWNER'S ASSOCIATION (A NOT FOR PROFIT ORGANIZATION) THE FOLLOWING RULES AND REGULATIONS HAVE BEEN ADOPTED BY THE BOARD OF DIRECTORS AND ARE EFFECTIVE ON THE DATE SET FORTH ON THE COVER SHEET HEREOF. FOR THE BENEFIT OF THE OVERALL APPEARANCE AND VALUE OF THE RESORT, ALL LOT OWNERS AND GUESTS ARE ENJOINED TO COMPLY WITH THE RULES AND REGULATIONS. THE RESORT IS A RECREATIONAL VEHICLE PARK AND ALL LOTS ARE SUBJECT TO THE DEED RESTRICTIONS AND COVENANTS AS RECORDED IN THE PALM BEACH COUNTY PUBLIC RECORDS AND THE BY-LAWS AS AMENDED. ALL PREVIOUS RULES AND REGULATIONS ARE RESCINDED.

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## **ARTICLE I Nuisance**

### **1. NUISANCE - COVENANTS 6.4**

An act or deed of any kind or nature, which may be considered to be a nuisance per se or otherwise, under the Laws of the State of Florida, or the ordinances of the City of Riviera Beach, or such as shall interfere with the peaceful and proper use of the Resort shall be prohibited. No Owner, Occupant or Guest shall use any of the Luxury RV Resort, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Lot(s), or which would not be consistent with the maintenance of the highest standards for a first class recreational vehicle development, nor permit the Luxury RV Resort to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. The use of each Lot shall be consistent with existing ordinances and laws and the Governing Documents, and the Occupants shall at all times conduct themselves in a peaceful and orderly manner. Televisions, radios and musical instruments may only be used at such times and at such volumes so as not to create a disturbance for other Owners and Residents.

## **ARTICLE II General Provisions**

### **1. COMPLAINTS AND MAINTENANCE REQUESTS**

- A. All requests, inquiries, work orders and complaints shall be submitted in writing to the Resort office.
- B. Maintenance personnel shall not accept gratuities of any kind for work performed during regular hours.

### **2. VEHICLE OPERATION AND COMMERCIAL VEHICLES**

A. The maximum speed on any road or path within the Resort shall be 10 MPH. This includes motorcycles, bicycles, scooters, roller blades or other means of personal conveyance.

B. All vehicular signs (stop, one way, no parking, etc.) shall be adhered to.

C. There shall be no vehicle/RV connecting or disconnecting on the main road unless approved by the Resort Manager.

#### **D. COMMERCIAL VEHICLES - COVENANTS 6.3.H -**

1. Except for Association Personnel or Contractors or Delivery or Service Vehicles for the Period of the Delivery or Service, Commercial Vehicles are prohibited in the Luxury RV Resort. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view such as portable generators, welding equipment, ladders or ladder racks. Actual use of the vehicle shall yield to its outward appearance. A police or official vehicle shall not be considered to be a "commercial vehicle". Notwithstanding the foregoing to the contrary, a pickup truck may contain a good working condition tool box in the truck bed.

2. "Vehicles with Commercial Lettering Shall be Allowed."

3. Semis are allowed in the Resort Monday through Friday, only on the main Road with VIR escort.

### 3. PETS

- A. Pets shall be prohibited in pool areas, all recreational areas, Owners Clubhouse, Recreation Hall, Laundry Rooms, Bathhouses and the Resort office.
- B. Pets shall have current rabies shots.
- C. PETS - COVENANTS 6.2 Owners and tenants are permitted to have pets as a privilege, but only as follows:
  - 1. No pet shall be permitted on any Lot, except for two (2) cats or two (2) dogs or one of each; birds in cages in reasonable numbers and kept inside of the Recreation Vehicle (RV) and fish in tanks kept in the RV. No such pet shall be bred or kept for commercial purposes, nor shall the number of pets exceed any applicable zoning regulations, and no dog shall be a Dangerous Dog as defined in Section 1.11 above.
  - 2. When outside of the Lot, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash. No cats or dogs shall be permitted to run at large outside the Lot.
  - 3. The owner/custodian of each pet and/or the individual walking same, shall be required to clean up after the pet and appropriately dispose of all solid waste in a sanitary manner.
  - 4. The owner/custodian of the pet shall remove his or her pet from the Luxury RV Resort when such pet emits excessive noise such that same may be heard outside of the Lot.
  - 5. The pet owner and the Owner of the Lot involved shall be strictly liable for damages caused by the pet to the Luxury RV Resort.
  - 6. Any pet owner's privilege to have a pet reside in the Luxury RV Resort shall be revoked if the pet creates a nuisance or becomes a nuisance or poses a danger to person or property. Dangerous behavior by a dog shall be as defined in Section 1.11 as a Dangerous Dog.
  - 7. No Owner or occupant may walk a pet on another's Lot.
  - 8. No pets are permitted in Association buildings.
  - 9. Other exotic animals such as but not limited to: Snakes, Parrots, Lizards, Iguanas, Scorpions, Tarantulas, Monkeys, Pigs, Skunks, Raccoons, Lions, Tigers will not be permitted in the Luxury RV Resort.
  - 10. Other exotic animals can be added to this list and revised from time to time by the Board and included in the Rules and Regulations.

### 4. TRASH and GARBAGE - COVENANTS 6.8

- A. Trash, nominal amounts of yard waste and Garbage. All such refuse shall be subject to the rules and regulation. All construction waste material, trees and large volumes of vegetative material shall be cleaned up and removed at the Owner's expense within twenty-four (24) hours after same is accumulated.
- B. All household rubbish and refuse shall be contained in tied plastic bags along with garden waste and vegetation trimmings and placed at road edge by 9:00 a.m. for pick-up each day.

## 5. SANITATION - COVENANTS 6.7

Sewage disposal from a Lot shall be by means of an industry accepted sewer hose attached to the sewage system at the Campsite. All sewer hoses shall be sealed by an industry accepted device at the point of connection to the system. Discharge of effluents and/or chemicals of any kind or nature upon the ground shall be absolutely prohibited. Depositing items other than tissue paper into the sewer system through either the RV holding tank or bathhouse toilets shall be prohibited.

## 6. QUIET HOURS

- A. Covenant 6.4.A - Quiet hours shall be maintained from 10:00 p.m. until 8:00 a.m. each day, with the exception of functions at the recreation hall that are sponsored by the Association or any one of its committees or designees.
- B. Covenant 6.4.B - Pressure washing, cleaning of pads, cutting of trees or operation of noisy power equipment shall be limited to the period of 8:00 a.m. to 5:00 p.m. on Monday through Saturday, and no time on Sunday.

## 7. FIRES - COVENANTS 6.4.C

Campfires and/or burning of natural materials shall be absolutely prohibited. Gas grills and gas campfire burners shall be permitted, provided the same shall be freestanding.

## 8. SOLICITATION AND COMMERCIAL ACTIVITY - COVENANTS 6.5 & 6.6

“For sale” signs shall not be allowed on or about any vehicles, recreational vehicles, lots, or elsewhere within the Resort.

A. SOLICITATION – COVENANTS 6.6 - No business solicitation whatsoever shall be permitted in the Luxury RV Resort, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or hand delivery of letters. This shall not preclude an owner from inviting a person or firm to enter the Luxury RV Resort for the purpose of contracting business with the Owner.

B. NO BUSINESS ACTIVITY- COVENANTS 6.5 - No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this section.

- a) Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation or permitted by the applicable zoning code.
- b) The practice of leasing Lots by the Association through its rental program as described in Section 11 hereof.
- c) The business of operating the Association.

- d) Contractors working at Vacation Inn Resort, when using concrete saws or any other device that would produce dust, are required to apply water while cutting, to restrict dust.
- e) It is the contractor's responsibility, to clean the street and repair broken asphalt caused by contractor, within 48 hours of end of the contracted work. The roads need to be in the same condition as prior to start of work.
- f) Semis are only allowed on main road with an escort from the Office. Vendors need to contact and give notice to Resort Office at least 24 hour prior to delivery.

C.PERMITTED SIGNS – COVENANTS 8.6.C The only permitted signs are as follows:

- 1. Association notices.
- 2. Items for sale, by Owners, may be posted on the laundry room bulletin board on Association-issued 3" x 5" cards only. Sale prices may be included for any item, except for the sale of Lots.
- 3. Signs on vehicles are prohibited.

9. SMOKING - COVENANTS 6.4.D

Smoking is prohibited in all common area buildings, but shall be permitted only in designated areas outside of buildings. Smokers shall use the provided receptacles to discard all smoking material.

10. REGISTRATION - COVENANTS 6.9

All vehicles and recreational vehicles shall be registered at the Association office and shall bear an identification decal or other identification issued by the Association. All renters and overnight guests shall register at the Association office immediately upon entry into the Luxury RV Resort. In situations when the office is closed, registration shall take place on the next business day. Renters and overnight guests shall display the provided decal or pass both on the vehicle and/or recreational vehicle at all times.

11. SECURITY GATE ACCESS - COVENANTS 6.10

The security gate shall be operated using either a special card or a remote transmitter obtained from the Association office. Cards and remote transmitters are Lot number identified. Cards shall be given to new Owners and turned over to the Association office when the Lot is sold. Remote transmitters may be purchased from the Association Office at a cost to be determined by the Board from time to time with such amounts to be collected by the Office. The use of a gate-access device by other than immediate family members, or registered renter or overnight guest, shall be prohibited.

**ARTICLE III  
Parking**

1. PRIVATE LOT- COVENANTS 6.3

A. On Lots.

1. No more than one (1) RV unit and one (1) car or truck and two (2) motorcycles/mopeds or one (1) motorcycle/moped and one (1) golf cart shall be permitted on any given Lot.
2. Motorcycles and golf carts may be parked or stored on the patio portion of the Lot paving.
3. No vehicle(s) shall be parked on the grass area of any Lot or any adjacent grass area at any time.
4. No vehicle(s) shall be parked on the Lot of another Owner without written permission of that Owner on file at the Luxury RV Resort office.

2. PARKING IN COMMON AREAS - COVENANTS 6.3.B

1. Parking spaces at each bathhouse/laundry, Luxury RV Resort office, swimming pools, tennis courts and other common areas shall be used in accordance with the signage thereon and shall be subject to the restrictions indicated in the Rules and Regulations.
2. No vehicles shall be parked longer than twenty-four (24) hours in the common area parking areas unless specific written authorization has been obtained from the Luxury RV Resort office. In the absence of a specific written authorization, moving a vehicle every twenty-four (24) hours to a different common parking area space shall be deemed to be a violation of this provision.
3. Parking on any street or public right of way for a period of more than 15 minutes shall be prohibited.
4. Upon prior approval of the Resort Manager, an owner or renter will be allowed to park their small cargo trailer in the East Parking lot or on another owner's lot with his or her written approval, for loading and unloading purposes, for up to 48 hours at beginning and end of the winter season.

3. CAR DOLLIES - COVENANTS 6.3.C

Car dollies and other towing apparatus may be placed to the rear of the RV only. At no time shall the same be placed upon the grass or patio area.

**ARTICLE IV  
Personal Conveyances**

1. GOLF CARTS - COVENANTS 6.3.D

1. All golf carts shall be electrically powered and the use be limited to the transportation of persons with restricted mobility only, upon the approval in writing of the Luxury RV Resort Manager.



2. The person(s) having restricted mobility shall be in the golf cart at all times during its operation.
3. All golf carts shall have headlights and rear reflectors.
4. All golf carts shall be legally parked as provided in this Declaration and shall not be parked on the grass at any time.

2. BICYCLES -COVENANTS 6.3.E

1. All bicycles shall be operated in accordance with the traffic rules and regulations in effect in the Luxury RV Resort as determined by the Board from time to time.
2. All bicycles shall have a headlight and rear reflector when operated after dusk.

3. MOTORIZED CYCLES - COVENANTS 6.3.F

1. All motorcycles shall be operated only by a licensed driver and shall have current license plates.
2. All motorcycles shall be covered by proper liability insurance.
3. Motorcycles shall not be operated between the hours of 10:00 p.m. and 8:00 a.m. except for purposes of traveling directly between a Lot and the main gate.
4. All motorcycles and scooters shall have muffler systems, which meet the noise abatement requirements of Palm Beach County and shall respect quiet hours.

- A. No more than two motorcycles shall be legally parked on a lot. Parking on the grass shall be prohibited.

4. SKATEBOARDS, ROLLER SKATES, ROLLER BLADES & CRUISERS - COVENANTS 6.3.G

1. The use of skateboards, cruisers or similar device within the Luxury RV Resort shall be prohibited.
2. Roller skates and roller blades shall not be permitted on any sidewalk within the Luxury RV Resort.
3. The use of roller blades and/or roller skates shall be prohibited from sunset until sunrise.

**ARTICLE V  
Private Lots**

1. TRESPASSING

Entering, going upon, crossing or otherwise encroaching upon any private lot without owner approval shall be prohibited.

2. STRUCTURES

- A. 1) SEMI PERMANENT and PERMANENT STRUCTURES - COVENANTS 8.6.W

There shall be no semi-permanent or permanent structures other than those listed in Sections 1.24 and 1.28 or elsewhere in this declaration placed or installed on any Lot in the Luxury RV Resort until the declaration is amended.

2) STORAGE BOXES - COVENANTS 8.6.K Only one storage box shall be permitted on a Lot, subject to the restrictions indicated in the Rules and Regulations, as shown below..

1. Storage boxes shall be of “Rubbermaid” or comparable manufacture.
2. A storage box may be placed at any location approved by the Resort Manager provided it shall be screened by approved plant material and it shall be beyond the front line of the RV.
3. Storage boxes shall be a maximum of 70 cubic feet and not higher than 4.4 feet.
4. Storage boxes may have electrical outlets but under no circumstances shall they contain plumbing, water or sewer services.
5. Storage boxes shall be anchored securely for hurricane protection.

B.DECORATIVE FEATURES - COVENANTS 8.6.L

Decorative features, such as fountains, statues, arbors and potted plants, shall be permitted but subject to the Rules and Regulations. They shall be placed at a minimal distance of 10’ feet from the street and not exceed 5’ feet in height.

C. WOODEN STRUCTURES - COVENANTS 8.6.M. Wooden structures are prohibited. However, existing wooden structures/picnic platforms installed shall be allowed subject to the General Grandfather Provisions defined in Section 17 hereof.

- a) Wooden Steps will be allowed as long as the structure, landing and frame are not made of wood. Any addition of stairs must be authorized by the Manager or ARC Committee. Size restrictions are as followed; the maximum landing size shall be **40”x40”** and the steps shall be a maximum of **40”** in length. Any request for a handicap ramp must be authorized by the manager or the ARC Committee.

D. AWNINGS AND SUNSCREENS – COVENANTS 8.6N Awnings and sunscreens on Recreational Vehicles shall be permitted. Temporary umbrella type coverings are permitted on patio areas. Stand-alone screen tents/rooms/gazebos or dining flies are prohibited

E. PATIO APPLIANCES - COVENANTS 8.6.O Additional outside patio appliances shall be limited to one (1) small patio refrigerator.

F. Carports, rigid awnings or any type of non-retractable awning shall not be permitted.

G. SCREEN ROOMS - COVENANTS 8.6.P Screen rooms are prohibited. However, existing screen room on lot 202 shall be allowed, but cannot be subject to major repair. Major repairs, including structural repair or reinforcement, will require the screen room to be permanently removed. General Grandfather Provisions defined in Section 17 shall also apply.

H. FLAGS AND FLAG POLES - COVENANTS 8.6.A United States (US) Flags and those representing other entities such as but not limited to the State of Florida, the US Armed

Services and Colleges may be displayed in accordance with the US Flag Code (section 285b of title 2 of the US Code). Flags of other countries are permitted, but if displayed with a US Flag, should be in accordance with US Flag Code. Flags shall be flown on only those flag pole structures approved by ARC in accordance with this Section 8 hereof or allowed by Chapter 720, F.S. Such flag pole structures shall nevertheless be erected in accordance with the following criteria: Ground mounted flag poles shall be installed in a ground sleeve secured in a concrete base of at least two (2) feet in depth. If a ground sleeve is not used, the pole shall permanently be installed in a similar concrete base as defined herein. The maximum permitted height is twenty (20) feet and the pole must be of either jointed or telescoping construction. All such poles shall be either lowered to the minimum possible height and secured or removed when the Lot owner either departs the resort for the summer season or a hurricane is issued. The normal setback distance from the street is eight (8) feet but may be modified by the ARC.

I. ACCESS RAMP for a DISABLED PERSON - COVENANTS 8.6.B An access ramp shall be permitted on any Lot where the occupant has a documented medical necessity or disability that requires a ramp for egress and ingress in accordance with applicable law.

J. SOLAR COLLECTORS and OTHER ENERGY DEVICES - COVENANTS 8.6.D An Owner shall be permitted to install solar collectors or other energy devices, subject to the prior written approval of the ARC and subject to Section 163.04, F.S.

K. SATELLITE DISHES - COVENANTS 8.6.G There shall be no satellite dishes installed without prior written approval from the ARC Committee.

1. Satellite dishes not to exceed the size which is protected by the Federal Telecommunications Act of 1996, as amended from time to time, may be placed on the Lot in the following order of priority, assuming that a quality signal can be achieved in the location of the highest priority:
2. Mounted on the rear of the Lot.
3. Mounted on the side of the Lot.
4. Mounted on the front of the Lot.
5. TV Antennas are not permitted to be displayed except on the Recreational Vehicle.

L. HAM RADIOS - COVENANTS 8.6.H. Ham radio users must adhere to the Federal Communications Commission (FCC) Amendment of Part 97 of the Commission's Rules Regarding Amateur Radio Service Communications during a Federal, State or Local Disaster.

M. OUTDOOR KITCHENS - COVENANTS 8.6.I Outdoor kitchens shall be permitted, upon approval of the Architectural Committee or the Resort manager, but must be constructed on a pad only in the rear of the Lot and not greater than sixty-five feet (65') from the street, must be either a permanent structure on the Lot and be anchored, or be removed for the summer season. Any liquid waste discharged from an outdoor kitchen must be emptied directly into the Luxury RV Resort sewerage system as required by Chapter 513.08, F.S.

N. STORM PRECAUTIONS - COVENANTS 6.13 During the hurricane season, when an Owner or Occupant is absent from the Lot for a period of ten (10) days or longer, the Owner or Occupant must remove furniture, potted plants and other objects from any areas outside of the Recreational Vehicle. The alternative to removal of furniture, grills and similar objects is to tie them down in a manner consistent with hurricane standards.

O. HAZARDOUS MATERIALS - COVENANTS 6.14 No toxic waste, chemical pollutant, contaminant or other form of "hazardous waste" as defined under any Federal, State, County or City codes and ordinances, shall be used, generated or permitted within any portion of the Properties, except in strict conformance with such laws, and each Owner and Occupant, and their family members, guests and invitees shall be responsible for complying with such laws, statutes, ordinances and other restrictions, including any regulations promulgated by any governmental agencies.

### 3. APPEARANCE

A lot and all personal property thereon shall be maintained in a neat and orderly condition at all times.

### 4. LOT CLEANING - COVENANTS 7.2

Maintenance by Owners. Each Owner is responsible, at his own expense, for the maintenance, repair and replacement of his or her Recreational Vehicle and all Owners' Lot improvements not specified to be the responsibility of the Association under Section 7.1 above. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure good and quality condition, as set forth in Section 6.1.E above. All pads, patios and other landscape barriers shall be thoroughly cleaned so as to be free of all mold, algae and dirt as needed and no later than December 15<sup>th</sup> of each calendar year. Lots not completely cleaned by December 15<sup>th</sup> shall be cleaned by the Luxury RV Resort using a commercial cleaning contractor at the prevailing rate at the time. The cost shall be charged to the individual Owner as a Charge by the Luxury RV Resort

### 5. CLOTHES DRYING - COVENANTS 8.6.F

Clothing and Clotheslines. No clothing or clotheslines shall be hung in view to other Lots or Streets.

### 6. VEHICLE MAINTENANCE - COVENANTS 6.3.I

Repairs. No repair of a vehicle shall be made on Properties except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted.

### 7. WHEEL COVERS

Wheel covers may be installed provided such covers shall be of a commercially available type generally accepted as standard in the RV industry.

## 8. PAD/PATIO COATINGS - COVENANTS 8.6.Q

Coatings of Pad/Patio/Walkway/Driveways. There shall be no color or texture added on any impervious surface on any Lot until an appropriate written plan has been approved by the ARC. Color sealing and/or coating of pads, patios, walkways and/or driveways shall be allowed, subject to the limitations in Section 8.6.R below, and to the following conditions:

1. The entire pad, patio, walkway and/or driveway shall be coated in a complete and consistent manner. The permitted colors are as defined in the Rules and Regulations. The impervious surfaces of the Lot shall consist of man-made materials, such as, but not limited to, concrete, concrete pavers, tiles, or similar material, but asphalt shall be prohibited. The impervious surface of the pad and driveway must be suitable for vehicular application.
2. The installation of color or clear sealant can be performed by Owners upon approval by the ARC.
3. Only Association-approved manufacturer's products shall be allowed.
4. All installations shall be of high quality and promptly completed.
5. The Owner(s) shall be responsible for an acceptable finished product as described in the approved Architectural Permit Application.

## 9. PAD AND PATIO SIZE - COVENANTS 8.6.R

Size Restrictions of Pad and Patio. There shall be no addition, modification, alteration or removal of any impervious surface on any Lot until an Architectural Application has been submitted with a valid survey provided by a licensed surveyor from the Owner to the Resort Manager and an approved permit has been returned to the Owner. Upon completion of any paving work, the surveyor shall determine and prepare a final survey with a certified statement thereon as to the total number of square feet of the impervious surfaces present on the Lot, which written statement must be provided to the Resort Manager.

Owners may request a change to the layout or size of the impervious surface of the Lot subject to the following:

1. The impervious surface shall not exceed sixty-five percent (65%) of the total square footage of the Lot.
2. Impervious surface does not mean or include synthetic mulches.
3. All additions (concrete, pavers, etc.) shall be constructed to allow for proper drainage.
4. The set back requirements from the property lines, for impervious surfaces shall be a minimum of one (1) foot from the driver's side of the recreational vehicle unit on the Lot, a minimum of three (3) feet on the passenger side of the recreational vehicle unit on the Lot, and a minimum of three (3) feet at the rear. Irrespective of any approved parking pad extension, a minimum of six (6) feet shall be maintained between the rear of any two adjacent recreational vehicle units.

5. If any concrete, pavers or impervious surface beyond the size of the original installation is added by the Owner, the Luxury RV Resort may at any time remove concrete, pavers and/or impervious cover to gain access to utility lines. Removal and replacement of any additions shall be charged to the Owner as a Charge. If utility lines are located under the original parking pad or patio, removal and replacement shall be performed at the Association's expense.
6. The following statement shall be included (in bold type and signed by the Owner) on the Architectural Permit Application requesting expansion of parking pad and/or patio size. "The work is approved with the understanding and agreement on the part of the Owner that the Luxury RV Resort may at any time remove concrete, pavers and/or impervious covering to gain access to utility lines. Removal and replacement of any addition shall be charged to the Owner as a Charge.
7. It is strictly prohibited to add any impervious surface, including but not limited to Pavers and Marble, without first removing the front concrete pad to keep the slope at street level and allow for proper drainage.

10. WILDLIFE

The feeding of wildlife shall be prohibited at the Resort.

11. PLANTING AND PLANTING AREAS - COVENANTS 8.6.S

Landscaping, Plants and Trees. There shall be no landscaping, shrubs, shrubbery or trees installed or removed without prior written approval from the ARC Committee.

1. Hedge material shall be maintained as closely as possible to a maximum of six feet (6') in height and three feet (3') in width on Owner's Lot(s). The set back requirement from the street shall be six feet (6'), except for corner lots which shall be governed by a best judgment by the ARC as to the related pedestrian and vehicle safety concerns.
2. Overgrown plantings on the Lots shall be prohibited.
3. Dead or diseased trees, shrubbery and vegetation shall be removed in a timely fashion by the Owner, and if an Owner chooses to remove other landscape material, same shall be accomplished at the Owner's expense.
4. Edging material of a commercially available type specifically designed for use as a border shall be permitted provided that the same shall not be higher than eighteen inches (18") above the ground. The set back requirement from the street shall be three feet (3') and one foot (1) from the side and rear property lines. Decorative features shall be of commercially available concrete or brick. The use of wood pegs or wood material as edging shall be prohibited.
5. The use of aggregate or stones smaller than two inches (2") within surrounding planting areas or elsewhere on Lots shall be prohibited.
6. Owners' removal of trees taller than sixteen feet (16') feet shall be by an insured contractor. Stumps shall be removed to below ground level. The Owner shall be responsible for the removal of all residual material.

Prohibited Landscaping Planting. The following species of trees, plants and/or other vegetation shall not be planted or brought into the Luxury RV Resort in any form: Any fruit tree or vegetable producing plant, Melaleuca, Punk Tree or Paper Tree (Melaleuca

QuinqueneR.V.ia), Brazilian Pepper or Florida Holly (Schinus Teribinthifolius), Australian Pine (Casuarina Spp.), Earleaf Acacia (Acacia Auriculiformis), Kudzu (Pueraria Montana [P. Lobata]), Small Leaf Climbing Fern (Lygodium Microphyllum), Air Potato Vine (Dioscorea Bulbifera), Carrotwood (Cupaniopsis Anacardiodes), Schefflera (Schefflera Actinophylla), Banyan (Ficus Bengalensis {tree}), Bishop Wood (Bischofia Javinica {tree}), Cat's Claw (Mimosa Pigra {tree}), Chinese Tallow Tree (Sapium Sebiferum {tree}), Cork Tree (Thespesia Pubulnea), Downy Rose Myrtle (Rhodomyrtus Tomentosus {shrub}), Jasmine (Jasminum Dichotomum {shrub}), Java Plum (Syzygium Cumini {tree}), Lather Leaf (Colubrina Asiatica {vine}), Lofty Fig (Ficus Altissima {tree}), Mahoe (Hibiscus Tilaceus {tree}), Shoebuttan Ardisia (Ardisia Solanaceae {shrub}), Woman's Tongue (Albizia Lebbeck {tree}), and Norfolk Pine (Araucaria Excelsia {tree}) rose bushes, cactus, bamboo, bougainvillea and other thorny plants and Ficus hedges. Prohibited species existing at the time these covenants are recorded with the County may remain in the Luxury RV Resort, but not replaced for any reason. The Manager shall then prepare an inventory listing of all prohibited species, by lot, to ensure future compliance with this paragraph.

## 12. FENCES/ANTENNAS - COVENANTS 8.6.T

### Fences.

1. Fences of any type are prohibited.
2. Two (2) 4" white, black, brown or green PVC posts and an attached chain across the driveways may be installed on a Lot with ARC approval. This installation shall not be considered a fence. The set back requirement from the street shall be four feet (4), except for corner lots which may be shorter as determined by the ARC.

A. Free standing antennas shall be installed only upon written approval of the ARC. See Article V. 2.K above for satellite dishes.

## 13. IRRIGATION SYSTEM - COVENANTS 8.6.U

### Irrigation System.

1. The alteration, operation and/or repairs of the master sprinkler system and/or any sub-components of said system by anyone other than the Association shall be prohibited.
2. A single hose with a hand-held sprayer may be attached to public water and operated by hand for a maximum of one (1) hour per day for twenty-eight (28) days to irrigate newly planted sod. More extensive water usage must be pre-approved by the Resort Manager. Timing devices, sprinklers, and soaker hoses are prohibited. Other vegetation may be hand watered.
3. Local restrictions on water use shall be precedence over Section 8.6.2 above.

**ARTICLE VI**  
**Lights and Electrical Work**

APPROVAL - COVENANTS 8.6.V

1. Lighting: Street light and Landscape Lighting. There shall be no lighting installed without prior written approval from the ARC Committee.
2. Installation of any lighting, low voltage or otherwise, or the performance of any electrical work shall be the sole responsibility and/or liability of the Owner. All electrical work shall be done by a licensed and insured contractor.
3. The Luxury RV Resort shall not be responsible for damage to these by mowing or routine maintenance by the Luxury RV Resort.
4. All light fixtures or apparatus shall be set back a minimum of five feet (5') from the road and shall not exceed 5-feet in height.

**ARTICLE VII**  
**Recreational Areas**

1.GENERAL

- A. No skates, roller blades and/or bicycles shall be permitted in any recreation area.
- B. No food, drinks, chairs and/or benches of any kind shall be permitted within four (4) feet of the pool or hot tub edge.
- C. Glass containers of any kind shall be prohibited from all recreational areas.

2.OWNERS' CLUBHOUSE

- A. The Resort office shall be responsible for scheduling all reserved use of the Owners Club House.
- B. The use of the Owners Club House and all equipment herein shall be for the exclusive benefit of all lot owners.
- C. Children under the age of 18 years shall not be permitted in the Owners Club House unless accompanied by an owner.
- D. The lot owner shall be responsible for the actions of their guest(s) and for any damage to the Clubhouse facilities.
- E. Lot owners shall not duplicate keys nor provide the combination or use of a key to any other person.
- F. Furnishings, equipment and/or supplies shall not be removed from the Owners Club House and shall not be removed from the room where it is placed or it originates.
- G. Private owner functions may be held in the Owners' Clubhouse with written approval of the Resort Manager subject to the following:
  - Only the party room downstairs may be reserved at any given time.
  - The exercise room, TV room, entry lobby or sauna shall not be available for private functions.
  - The private function shall not interfere with the normal pre-reserved use of the facility or with the availability of parking in public areas.



- The Owners Clubhouse shall not be reserved for a function of a similar nature to a function or party sponsored by the Resort's Activities Committee and scheduled for the same time in any Resort facility, unless the function has been sold out.
  - Reservations shall be made in advance of a planned event.
  - The Owners Clubhouse shall not be used by outside organizations.
  - Private functions shall terminate at 10:00 pm, unless prior approval by Resort Manager or Activities Committee is granted.
  - A deposit of \$50 shall be required for all reservations. If in the sole opinion of the Resort Manager the facilities require no additional or extraordinary cleaning or damage repair, the deposit shall be refunded.
  - When hiring an outside vendor to either perform or cater the event, proper insurance liability naming the Association as "Additional Insured" needs to be on record with the Association before the day of the event.
- H. The maximum occupancy shall be limited to twenty (20) persons for the upstairs room and forty (40) persons for the downstairs room, including the porch.

### 3. RECREATION HALL

The Resort office shall be responsible for scheduling all organized use of the Recreation Hall.

- A. Furnishings, equipment and/or supplies shall not be removed from the Recreation Hall, unless approved by the Manager or Activities Committee.
- B. Private owner functions may be held in the Recreation Hall with written approval of the Resort Manager subject to the following:
  - The private function does not interfere with the normal or scheduled use of the facility or with the availability of parking in public areas.
  - Reservations shall be made in advance.
  - The Recreation Hall shall not be used by outside organizations.
  - A deposit of \$100 shall be required for all reservations. If in the sole opinion of the Resort Manager the facilities require no additional or extraordinary cleaning or damage repair, the funds deposited shall be refunded.
  - The lot owner shall be responsible for the behavior of their guests and any resulting damage.
  - All cups, plastic utensils, paper products and stored food items, including beverages, are the property of the Activities Committee and shall not be used for private functions. The oven shall not be used for private functions.
  - The sound system shall not be available for private functions.
  - Private functions shall terminate at 10:00 pm, unless prior approval by Resort Manager or Activities Committee is granted.
  - When hiring an outside vendor to either perform or cater the event, proper insurance liability naming the Association as "Additional Insured" needs to be on record with the Association before the day of the event.

### 4. SWIMMING POOLS AND RELATED FACILITIES

- A. Children under fourteen (14) years of age shall be accompanied by an adult while in the pool area.
- B. All children in the pool area who are not toilet trained shall wear swimming diapers under proper bathing attire.
- C. Inflatables and other floatation devices, excluding noodles, shall be prohibited.
- D. The throwing of objects of any kind within the pool areas shall be prohibited.
- E. Glass containers of any kind shall be prohibited and food shall not be permitted within four (4) feet of the pool or hot tub areas.
- F. Food and drinks shall not be permitted within four (4) feet of the pool or hot tub edge.
- G. Running, diving, jumping, and/or horseplay of any kind shall be prohibited
- H. No soaps, shampoos, oils, lotions, pets or foreign objects of any kind shall be permitted in either the pools or the hot tub spas.
- I. Persons under sixteen (16) years of age and/or under 90 pounds shall not be permitted in or about the hot tub at any time.
- J. The maximum occupancy of a hot tub shall be three (3) persons.

**5. OWNERS HEALTH CLUB, EXERCISE FACILITIES AND SAUNAS**

Use of the Owners Health Club, saunas and exercise facilities shall be in strict compliance with the following:

- A. Users shall be eighteen (18) years of age or older and shall not exceed three-hundred-fifty (350) pounds of body weight.
- B. Use of appropriate exercise attire shall be required. No wet swimwear shall be permitted in the exercise room.
- C. Use of a piece of equipment shall be limited to thirty (30) minutes maximum if someone is waiting.
- D. The contact areas of a piece of equipment shall be wiped after each use.
- E. All equipment and settings shall be returned to the original or neutral setting after use.

**6. SHUFFLEBOARD, TENNIS, PETANQUE COURTS, PICKLEBALL AND HORSESHOES**

- A. Use of the courts shall be limited to the games intended.
- B. Players shall rake Petanque court after each use.
- C. Court lights shall be turned off at the end of use.
- D. Play shall terminate at 10:00 p.m., consistent with quiet hours.
- E. Tennis and Pickleball players shall follow the scheduled hours.

**ARTICLE VIII**

**Motor Homes, Trailers and Recreational Vehicles**

**1. USE AND OCCUPANCY - COVENANTS 6.1.F**

Guests. All guests must register and comply with the Governing Documents and Rules and Regulations of the Association. Any guest who stays for a period of under two (2) consecutive weeks per calendar year shall be permitted, only if registered and approved by the Luxury RV Resort Manager. Guest stays in excess of this limitation each year will

be permitted only upon registration as stated above and the prior written approval of the Board of Directors. Any guest registration referred to in this Paragraph F and any registration fee which fee is authorized hereby and which shall be a Charge shall be determined in such amount and require such information as may be determined by the Board from time to time. A person cannot qualify as a guest if he/she pays any charge, fee or other consideration to the Owner, directly or indirectly for the privilege of occupying the Lot. Such charges, fee or other consideration constitutes a prohibited rental no matter if the same should be called a "contribution", "voluntary gift", "reimbursement for Lot expenses", or the like. In all instances, except as noted below, where a guest shall occupy a Lot, a written affidavit shall be signed by both the Owner and guest(s) that the guest(s) is/are not directly or indirectly paying the Owner any charge, fee or other consideration for the use of the Lot, no matter if such charge, fee or other consideration includes but is not limited to the performance, service or the exchange of any other considerations to the Owner in connection with such presence or occupancy. Guests residing directly with and in the Lot Owner's Recreation Vehicle for a period of less than two (2) weeks shall be exempt from the aforementioned affidavit requirement.

## 2. STANDARDS AND ENTRY INTO THE RESORT

- A. Acceptable recreational vehicles (RVs or units) are defined as modern factory manufactured motor homes, conventional fifth wheels, and travel trailers which are in accordance with the Resort's governing documents. Also included are professionally completed bus conversion units.
- B. Prohibited RV's - See Covenant 6.1.B below.
- C. Age Restrictions - See Covenant 6.1.B below.

## 3. ADDITIONAL RULES FOR RVs AT THE RESORT - COVENANTS 6.1.B

Acceptable recreation vehicles (RVs) shall be limited to ten (10) years of age at the time of the recreational vehicle's initial placement on a Lot, and when replaced, must not be more than ten (10) years old to gain entry into the Luxury RV Resort. The Board of Directors is hereby authorized to issue successive 3-year written permits for units older than (10) years so long as the unit condition and appearance do not detract from the stated intension to maintain a Luxury RV Resort.

1. All slide-outs shall be self-supporting.
2. All RVs shall have fully inflated tires and all wheels installed and operational at all times. All RVs including 5<sup>th</sup> wheels and trailers shall be fully operational and maintained in ready-to move condition at all times.
3. All RVs shall have both one-hundred-ten (110) volt and twelve (12) volt electrical systems as normally found in self-contained RVs.
4. All RVs shall have a marine/RV toilet with separate black and grey water holding tanks.
5. The operation of diesel fired aqua hot water heaters shall be permitted on a Lot if not a nuisance to other Owners and Occupants.
6. All RVs shall be fully operational and maintained in ready-to-move condition at all times.

7. Skirting of an RV shall be limited to a solid color canvas or vinyl fabric of a type and design that is commonly used at Vacation Inn Resort as determined by the Board by rule, from time to time, and shall have written approval of the Luxury RV Resort Manager before installation.
8. Prohibited RVs include but are not limited to folding camping trailers (pop-up tent trailers) and truck campers or any camper having a foldout/pullout with soft top or side. Any unit which would be considered bizarre (as such term is defined in the dictionary) by persons familiar with the normal configuration (such as, but not limited to, shape, contour or outline) of such units shall be prohibited. Any unit identified as a "park model", "park trailer", "destination trailer", or similar unit by either the manufacturer or the Luxury RV Resort Manager or the Board by rule, from time to time, shall be prohibited. Such trailers are further identified as frequently having, but not limited to removable hitches, sliding glass doors, lack of self contained features, residential style windows and lighting fixtures. Existing destination trailers situated on Lots 31 and 215 as of the date of the recording of this Declaration shall be allowed to remain until such trailers or Lot(s) are sold, whichever comes first, at such time as they shall be permanently removed from the Luxury RV Resort. The Grandfather Provision described in Section 17 shall apply.

While Class B units (commonly known as van campers or conversion vans) are permitted, if they occupy a Lot with another acceptable RV, they may not be used for any purpose other than transportation.

#### 4. PLACEMENT OF RVs ON LOTS - COVENANTS 6.1.C

1. Support blocks for stabilizing jacks of solid concrete material shall be permitted provided they are not permanent in nature.
2. The recreational vehicle rear overhang on back-to-back Lots shall be at least three feet (3') from the rear Lot line as platted.
3. The recreational vehicle rear overhang on perimeter Lots shall be at least one foot (1') from the rear Lot line as platted, or one foot (1') from any fixed improvement such as a sidewalk, whichever is more restrictive.
4. Recreational Vehicle slide outs shall not extend more than three feet (3') beyond the edge of the original concrete pad if the pad is still in place; otherwise not closer than one foot (1') from the Lot line as platted.

5. RV CONDITION AND APPEARANCE CRITERIA -COVENANTS 6.1.D In addition to items previously listed, specific criteria shall include but not limited to the following:

1. Exterior surfaces shall be maintained so as to be free of algae, mold or mildew, significant black streaking and free of severe chalking or fading. Applied graphics shall be properly adhered and free of severe fading or alligator effect.
2. Jacking mechanisms and undercarriage supports provided by the manufacturer shall be maintained in good operable condition, without rusting.
3. Exterior additions to the RV such as patio and window awnings, slide out room covers, etc., shall be mechanically operable, free of tearing, and not excessively faded. Perimeter skirting and window sun screen material shall be applied in a

professional manner and be free of tearing. Permanently attached ladders shall be mechanically sound and free of significant surface deterioration.

4. Interior window treatments, blinds, shades, etc., visible from the outside shall not detract from the overall appearance of the recreational vehicle.

## 6. COMPLIANCE -COVENANTS 6.1.E

Compliance. All recreational vehicles will be inspected by the Association at least once per calendar year to determine continued compliance hereof. Problems may be documented in an advisory letter to the vehicle owner and/or occupant describing the nature of the problem and the need for compliance within a time frame consistent with the required work. The Luxury RV Resort Manager may issue a violation notice requiring corrective action within a period consistent with the required work as may be determined by the Board from time to time.

## **ARTICLE IX LEASING OF LOT – COVENANTS 6.11**

If an owner desires to join the rental program, the Association shall have the exclusive right, in the absence of use by the Owner or his or her registered and approved guest, to rent the Lot at scheduled rates promulgated from time to time by the Board. A person cannot qualify as a guest of the Lot Owner if he or she pays any charge, fee or other form of consideration to the Lot Owner, directly or indirectly for the privilege of occupying the Lot. Such charge or fee constitutes prohibited rental no matter if the same should be called a "contribution", "voluntary gift," "reimbursement for lot expenses" or the like, and is in violation of this provision. Notwithstanding the foregoing, nothing herein contained shall require Lot Owners to make his or her Lot available for rent; provided, however, that in no event shall Lot Owners have the right to self-rent a Lot since the exclusive right to rent a Lot remains with the Association, with any and all Lot rentals occurring through the Association as described in this Section 6.11, together with any related Association rules and regulations.

The Association shall collect and retain for its services twenty-five percent (25%) of the gross amount of rental collected on any Lot with the remaining seventy-five percent (75%) reserved for the benefit of and remitted to the Owner. Notwithstanding the foregoing, the Board of Directors is authorized to determine the percentage retained by the Association as well as the percentage amount remitted to an Owner by Rule and Regulation as the Board determines is appropriate from time to time without the need to amend this Declaration; provided, however, that the percentage retained by the Association may not be more than 25% of the gross amount of rental collection on any Lot. As partial consideration for the aforesaid, the Association shall undertake an advertising program to promote the rental of Lots. This exclusive right of the Association to rent Lots which are a part of this Declaration shall be binding on each Owner, his or her agents, representatives, successors, assigns, servants, and employees and persons working in concert with him or her, directly and indirectly. The Association and Owners recognize and hereby specifically agree to the rights granted to the Association herein, which rights being exclusive in nature are essential to the preservation of the integrity of the overall rental program administered by the Association.

- A. The Board of Directors is hereby authorized to adopt rules and regulations to effectuate and implement the Luxury RV Resort rental program. Self-rentals by Lot Owners shall be and is prohibited. All Lot rentals shall be processed through the Luxury RV Resort brokerage office.
- B. Rental must be paid for the entire occupancy period at the published promulgated rate, which shall be established by the Board of Directors from year to year. By way of example, but without limitation, rent must be paid at such published rates for each and every applicable period, or any portion thereof. In no event is there or can there be a period of occupancy where no rent is charged consistent with the published rates.
- C. A Lot Owner shall refer anyone requesting rental of their Lot to the Luxury RV Resort brokerage. Any and all payments and arrangements shall be processed through the Luxury RV Resort brokerage office.
- D. Lot Owners shall be required to provide the forms necessary and requisite under the IRS code of the United States of America. (e.g. W-9, W8-ECI and W8-BEN by way of example and not by way of limitation) in connection with the rentals of Lots.
- E. Owners and renters shall provide and/or have on file with the Luxury RV Resort brokerage office releases and/or acknowledgments as part of the Rental Program and/or the rental of recreational vehicles. Forms of the releases and/or acknowledgments shall be available at the Luxury RV Resort brokerage office.
- F. Subletting shall not be and is not permitted.
- G. Owners are encouraged to carry rental liability insurance.
- H. The assignment of Lot rentals shall be as equitable as possible, recognizing renters may request specific Lots, specific sections or have special access requirements. The Luxury RV Resort brokerage office shall first try to honor requests by renters for specific Lots and thereafter assign Lot rentals on a random basis provided, however, Lots may not be consecutively selected for rental so as to avoid any appearance of selectivity relating to Lot assignments unless specifically requested by the renter and the Lot is available.
- I. The maximum number of persons in a rental party shall be five (5). The number of day visitors shall not exceed the number of persons allowed in the rental party without written permission from the Luxury RV Resort Manager.
- J. A renter shall be limited to 180 nights in any twelve (12) month period. Stays shall be in compliance with Chapter 513, Florida Statutes.
- K. Upon arrival, renters shall register and sign all documents required by the Luxury RV Resort brokerage.

## 2. LOT/VEHICLE RESTRICTIONS

- A. Acceptable recreation vehicles (RVs) shall be limited to ten (10) years of age. Older units shall have Resort Manager's approval for a reservation to be made. Pre-approval may be via pictures through e-mail or regular mail.
- B. The lot shall be well maintained including pressure washing and cleaning. Owner shall inform Resort brokerage office when lot is ready.
- C. Owners shall provide an operating patio light, picnic table or equivalent table and chairs, 30 and 50 amps electric service.

- D. A renter shall be permitted one (1) RV unit and one (1) car/truck in the Resort. A pass for each vehicle shall be issued at registration and shall be properly displayed at all times.
- E. No more than two (2) motorcycles shall be legally parked on a lot.

### 3.RENTAL PROGRAM

- A. Payment shall be made in the form of U.S. currency in cash, traveler's checks, certified check, bank draft (cashier's check), money order or credit card. Payment by personal check shall require the prior approval of a member of the Board of Managers of Vacation Inn Resort Realty of the Palm Beaches, LLC or the Resort Manager.
- B. Published Rate  
"Rates will be determined on a Yearly basis by the Board of Directors"
- C. Lot owners are responsible for covering the City of Riviera Beach one time business registration fee and the annual business tax receipt fee.
- D. A deposit of \$500.00 is required to reserve. Rental of one week will be paid in full at time of reservation. 2 full months payment is required 2 months prior to arrival date. Full payment of balance is due upon check in. In the event of a renter departing earlier than reserved, rental rates shall revert to the published rates above.
- E. **Renters cannot make any changes to reduce the length of stay, once reserved**
- F. Owners shall receive their portion of the rental income by the 15<sup>th</sup> of the following month for the previous month's rent after all sums due to the Resort brokerage have been deducted.
- G. Owners desiring to rent their RV unit in addition to the lot shall notify the Resort brokerage in writing of the unit rental rate. All rental arrangements and payments shall be made through the Resort brokerage. The Resort brokerage commission shall be computed based upon the published rate of the lot only for the entire period of occupancy. Rental of an RV unit is automatically a rental of the lot at the published rates.
- H. Reservation cancellation policy shall be as follows:
  - i. Refundable deposit ONLY with proof of major medical situation. Minus \$100 Administration Fee.
  - j. \$100 administrative fee will be charged on all cancellations with 60 days advance notice or more.
    - ii. Less than 60 days notice, refund of monies paid, minus \$100 administrative fee, may be considered with proper renter explanation.
    - iii. If cancelled prior to 60 days with no Medical Note and prior to 2 months payments, \$500 deposit will be forfeited. If less than 60 days and no Medical Note, whole amount paid will be forfeited, unless lot is rebooked, only \$500 will be charged.
    - iv. Non-refunded deposits shall be distributed between the lot owner and the brokerage in the same proportion as regular rental income.
- J. Renters shall be subject to the following Rate Refund Policy:
  - i. Any renter refused admission at arrival shall receive a full refund.
  - ii. Any renter asked to leave shall be given a refund for unused time.
  - iii. Any renter who voluntarily leaves early shall not be given a refund unless a verifiable emergency exists.
  - iv. Any refunds shall be made at the Resort Manager's discretion.

**ARTICLE X**  
**Other**

WAIVER - The failure of the Board to enforce any rule shall not constitute a waiver of the right of the Board to enforce such rule in the future.

TRANSLATION Translated versions of the rules are translated for convenience only. Whenever under these rules there shall be a conflict between the English version and any other translated version, the English version shall control.