

INSTR # 2008067592
BK 07609 PGS 0718-0722 PG(s) 5
RECORDED 04/18/2008 03:24:17 PM
RICHARD H WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY V Nace

RE
RETURN TO:
CAREFREE COUNTRY CLUB
OF WINTER HAVEN INC.
9705 LAKE BESS ROAD
WINTER HAVEN, FL 33884

AMENDMENT TO
DECLARATION OF COVENANTS
EASEMENTS AND RESTRICTIONS
CAREFREE COUNTRY CLUB OF WINTER HAVEN, INC.

THIS DECLARATION made this 25th day of November, 1985, by Valley Investment Properties, Inc., 9705 Lake Bess Road, Winter Haven, Florida 33884, and further amended by Carefree RV Country Club of Winter Haven, Inc. dated November 15, 2007 and recorded in the Official Records Book 7481, Page 1764 of the Public Records of Polk County, Florida and:

WHEREAS, Valley Investment Properties, Inc., developed Carefree RV Country Club of Winter Haven, Inc., under the Polk County, Florida Planned Unit Development (PUD 83-5) and desired to create and impose certain covenants, restrictions, easements, and land use restrictions with respect to the Real Estate.

NOW THEREFORE, Valley Investment Properties, Inc. hereby declares that all of the Real Estate shall be held, leased, and conveyed subject to the covenants, conditions, easements and restrictions which are set forth herein and which are intended to protect the value and desirability of the Real Estate. The covenants, conditions, easements and restrictions are hereby declared to run with and be binding upon the Real Estate and upon all parties, their heirs, personal representatives, successors and assigns, having any right, title or interest in the Real Estate or any part thereof.

ARTICLE I

DEFINITIONS

SECTION 1. As used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term.

- (a) "Association" shall mean and refer to Carefree Country Club of Winter Haven, Inc. a Florida not for profit corporation.
- (b) "Common Area" shall mean portions of the cooperative property, exclusive of the Lots.
- (c) "Developer" shall mean and refer to Valley Investment Properties, Inc.

PAGE ONE OF FIVE

- (d) "Guest" shall mean a registered overnight or day guest of a permanent occupant.
- (e) "Lessee" shall mean a holder of a Membership Certificate.
- (f) "Lessor" shall mean Carefree Country Club of Winter Haven, Inc.
- (g) "Lot" shall mean any leased parcel of land located in Carefree Country Club of Winter Haven, Inc.
- (h) "Member" shall mean and refer to a holder of a Membership Certificate of Carefree Country Club of Winter Haven, Inc.
- (i) "Permanent Occupancy" shall be defined as a period of occupancy of thirty (30) days or more in any twelve (12) month period.
- (j) "Permanent Occupant" shall mean a person who resides in a living unit as their primary or seasonal residence.
- (k) "Renter" shall mean and refer to a person who rent or sublease for a consideration, the right to occupy the member's Lot.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. Enjoyment of Common Area. Every lessee shall have the right to enjoyment in and to the Common Area which is hereby declared to be appurtenant to and shall pass with the lease to every Lot, subject to the following:

- (a) The right of the Association to charge reasonable user or other fees for the use and maintenance of any recreational facilities located upon the Common Area.
- (b) The right of the Association to transfer, dedicate, or encumber all or any part of the Common Area and private roads to any public agency, authority, or utility for such purpose and subject to such conditions as may be acceptable to the Members, as per Bylaws.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation. Carefree Country Club of Winter Haven, Inc., for each Lot owned within the Real Estate, hereby covenants and each Lessee of any Lot by acceptance of a lease or any other instrument of conveyance therefore, whether or not it shall be so expressed in such proprietary lease or instrument, is deemed to covenant and agree to all the provisions, covenants and agree to all the restrictions of this Declaration and to promptly pay to the Association all annual assessments or charges and

PAGE TWO OF FIVE

any special assessments. Such assessments or charges shall be established and collected from time to time as herein provided and in the Bylaws. The annual and special assessments, together with interest, cost of collection and reasonable attorney's fee shall be a charge on and a continuing lien on the Lot and improvements against which the assessments are made. Such assessments together with interest cost, of collection and reasonable attorney's fee shall also be the personal obligation of each person or entity who was a Lessee of the Lot at the time the assessment first became due and payable. The personal obligation for delinquent assessments shall not pass to a Lessee's successor in title unless expressly assumed by the successor.

ARTICLE IV

PROTECTIVE COVENANTS

SECTION 1. The corporation has designated itself a housing for older persons as a residential cooperative pursuant to the provisions of Chapter 719, Florida Statutes, which is designated an over 55 community as defined by the Housing for Older Persons Act of 1995 (HOPA) under the final rules that were implemented by the Department of Housing and Urban Development (HUD) in the Federal Register dated Friday, April 2, 1999, Part IV CFR Part 100 "Implementation of the Housing for Older Persons Act" and Florida Statute 760, Part II, Fair Housing Act.

SECTION 2. The living units are intended for use by permanent occupants 55 years of age or older that meet the following requirements:

- (a) At least 80 percent of the occupied units are occupied by at least one permanent occupant 55 years of age or older.
- (b) The maximum number of permanent occupants permitted to occupy a living unit is two.
- (c) No permanent occupant under the age of 18 years is permitted.
- (d) Guests of permanent occupants are allowed subject to the restrictions outlined in the Bylaws and Rules and Regulations.

SECTION 3. One motor vehicle, as described in Florida Statute, Chapter 320.01 (1) and 320.01 (2), is permitted as living quarters on each Lot. These motor vehicles shall consist of recreational vehicles and mobile homes. Specifically, recreational vehicles are limited to travel trailers, motor homes, private motor coaches, park trailers and fifth-wheel trailers. The mobile home cannot exceed thirty-six (36) feet in length and twenty-four (24) feet in width (36x24). Living units may be attached to park trailers and travel trailers provided that the total living unit does not exceed eight hundred sixty-four (864) square feet.

- (a) Once a mobile home or park trailer is placed on a Lot, this becomes a dedicated lot for only a mobile home or park trailer as living units.
- (b) One (1) Association approved lawn building is permitted on each Lot.

PAGE THREE OF FIVE

SECTION 4. An easement is reserved along each of the Lot lines front, back and sides of each Lot for the installation and maintenance of utility services.

SECTION 5. No commercial activity or any kind whatsoever shall be conducted on or from any Lot.

ARTICLE V

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association and any member shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and other charges now or hereafter imposed by the provisions of the Declaration, and the party enforcing same shall be entitled to recover all costs and expenses, including reasonable attorney's fees. The failure of the Association or of any member to enforce any covenant or restriction or provision hereof shall in no event be deemed a waiver of the right to do thereafter.

SECTION 2. Severability. The invalidation of any of the provisions hereof by judgement or court order shall in no way affect other provisions, which shall remain in full force and effect.

SECTION 3. Amendment. The provisions, covenants, conditions, easements and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded. This Declaration may be amended upon a majority vote of the total voting interests as more specifically provided in the Bylaws of the Association. Any amendment of this Declaration (but not of the Articles of Incorporation and Bylaws of the Association) must be recorded in the Public Records of Polk County, Florida before it shall be deemed effective.

PAGE FOUR OF FIVE

IN WITNESS WHEREOF, the undersigned President and Secretary of the Corporation have executed this Amendment, approved by a majority vote of the total voting interests as more specifically provided in the Bylaws of the Association at a duly noticed Special Membership Meeting on April 18, 2008. This amendment shall become effective the date that it is recorded in the Public Records of Polk County, Florida.

Carefree Country Club of Winter Haven, FL
9705 Lake Bess Road
Winter Haven, FL 33884

By: Donald Swedeen
Donald Swedeen, Secretary

By: Priscilla J. Badgley
Priscilla Badgley, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the 18th day of April, 2008 by Priscilla Badgley the President and Donald Swedeen the Secretary of Carefree Country Club of Winter Haven, Inc., a Florida not for profit corporation. Each of them is personally known to me.



Nancy Ann Arthur
Nancy Arthur, Notary Public

PAGE FIVE OF FIVE