

Amendment Ballot

FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW

1. It is proposed to amend the Declaration of Condominium to change **Article 3, Section M**; additions indicated by underlining; deletions indicated by strike-throughs:

M. "RV Park Model" means and refers to an ~~RVIA-approved~~ RPTIA (Recreation Park Trailer Industry Assn.) Approved Park Model, constructed in compliance with ANSI A119.5 Standard for Recreational Park Trailers up to 400 square feet in size or a H.U.D. Park Model, built to comply with H.U.D. Manufactured Home Construction and Safety Standards up to 500 square feet in size and uniquely Licensed by the State of Florida as a Recreational Vehicle, family dwelling unit containing plumbing facilities, including toilet, bath and/or shower and kitchen sink, all connected to sewage and water facilities and which has had its axels, tongue and wheels removed and which is permanently affixed to real property.

Should the language be amended as shown above?

59 YES 81 NO

2. It is proposed to amend the Declaration of Condominium to change **Article 13, Section A.1.(b) and Article 23, Section (L)**; additions indicated by underlining; deletions indicated by strike-throughs:

A.1.(b) Lawn and Plant Maintenance and Spraying. The Association shall ~~maintain and care for~~ mow and edge all lawns and trees within the boundaries of this condominium unit. ~~The phrase "maintenance and care" within the within the meaning of this Subsection (b) shall include mowing, edging, and trimming of bushes and trees. The Association shall further be responsible to the Association for providing such maintenance and care in a manner consistent with rules and regulations established by the Board of Directors to insure that all lawns and plants, trees and shrubs shall be fully maintained free from unsightly appearance and uniform in texture and appearance.~~

(L) THIS SECTION LEFT BLANK INTENTIONALLY LANDSCAPING ~~The Association shall be responsible for the maintenance of lawns and trees and no unit owner should proceed with installation of any landscaping or yard decorations without the prior approval of the Association.~~

Should the language be amended as shown above?

102 YES 38 NO

3. It is proposed to amend the Declaration of Condominium to change **Article 16, Section A**; additions indicated by underlining; deletions indicated by strike-throughs:

16. TRANSFER AND LEASE OF UNITS BY A UNIT OWNER

A.1. Leases and Rentals. ~~Until the date of turnover of Association control from the Developer to non-Developer unit owners, there is no minimum or maximum rental period concerning the lease and rental of units, nightly or otherwise. However, after the date of such turnover of control, the~~ The minimum rental period for lease of units shall be one week. Different restrictions limiting the term of rentals may be established by the affirmative vote of four-fifths (4/5) of the voting interests in the Condominium. However, as provided by section 718.110(13), Florida Statutes, increased restrictions on leasing shall only apply to those unit owners who consent to the new restrictions and those Unit Owners who purchase a Unit after the restriction becomes effective. The purpose of this rental restriction is to maintain a congenial residential community, non-transitory in nature, and this Covenant shall exist until amended or until the Condominium is terminated.

A.2 Buyer/Tenant Approval. The Association has the right to perform criminal and/or financial background checks and adopt rules and regulations with regard to acceptance of prospective unit occupants.

Should the language be amended as shown above?

56 YES 84 NO

4. It is proposed to amend the Declaration of Condominium to change **Article 23, Section G**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(G) FENCES No fence or wall of any kind shall be erected without prior approval of the Association. Nothing in these Declarations shall be construed to disallow the building of a perimeter fence around the condominium property or any portion thereof by the Association. Fences are permitted provided the approval of the ARC is obtained prior to installation and that the fence complies with all design standards and installation specifications adopted by the Board. The Board shall have the power to, from time to time, promulgate design standards and installation specifications.~~

Should the language be amended as shown above?

97 YES 43 NO

5. It is proposed to amend the Declaration of Condominium to change **Article 23, Sections N and MM**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(N) **Parking on Lots.** No vehicles of any sort shall be parked in the front of any unit except on the driveway or in a designated, approved parking space. A maximum of any two (2) vehicles of, automobiles, pickup trucks or other truck used exclusively for towing an RV, other than the park model dwelling and /or recreational vehicle, may be parked on a unit at any given time. If two recreational vehicles, of any type, are located on a single unit only one may be used as a recreational vehicle, while the other may only be parked on the unit, and it shall not be used as a recreational vehicle at any time while parked on the unit. All other personal property, trailers, boats, and the like, shall be placed within the Wilderness RV Resort storage area or in accordance with applicable rules and fees.~~

~~(N)1. **Boats.** Canoes, kayaks and small boats up to 16 feet long may be placed on a unit, subject to the following: Canoes and kayaks must be secured to an approved structure such as a shed or patio railing. Boats must be on trailers, have current registration, be parked on a concrete driveway, use a fitted cover if covered, be in good running (working) order.~~

~~(N) 2. **Trailers.** Only an enclosed trailer used exclusively for travel can be placed on a unit and it must be parked on a concrete driveway. Enclosed trailers used for storage are not permitted on units unless the enclosed trailer is placed on a unit instead of a shed and subject to the provisions of Exhibit "B" to this Declaration. When the unit is unoccupied for more than 15 days the enclosed trailer must be removed from the unit.~~

~~(MM) **THIS SECTION LEFT BLANK INTENTIONALLY. PARKING AREAS.** All designated parking areas on the condominium property, exclusive of units, shall be used exclusively for the parking of automobiles, bicycles, licensed motorcycles and other basic transportation. Boats, boat trailers, ATV, off road vehicles, and utility trailers of any sort may not be parked on the unit and shall be parked only in designated storage area at the sole expense of each owner. No park of the Condominium property, including units, shall be used in any commercial manner except by the Association or Developer, and no unit owner shall engage in any business upon his lot.~~

Should the language be amended as shown above?

28 YES 112 NO

6. It is proposed to amend the Declaration of Condominium to change **Article 23, Section O**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(O) **Unlicensed Vehicles.** No unlicensed vehicles, boats, or trailers, except golf carts cars, bicycles, and scooters not required licensing, shall be stored parked on any unit. Visible repair of motor vehicles or outboard motors, or building or rebuilding or storage of boats or recreational vehicles shall not be permitted on units.~~

Should the language be amended as shown above?

101 YES 39 NO

7. It is proposed to amend the Declaration of Condominium to change **Article 23, Section T**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(T) **Pets.** No animals of any kind except cats, dogs and other similar and usual in-door household pets may be kept on any unit, not to exceed ~~two (2)~~ three (3) in any combination. Notwithstanding the foregoing, no pet may be kept, bred or maintained for any commercial purpose. All pets ~~must~~ must be held or kept leashed at all times when not confined inside the recreational vehicle. ~~and All~~ All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of ~~his or her~~ their pets.~~

Should the language be amended as shown above?

40 YES 100 NO

8. It is proposed to amend the Declaration of Condominium to change **Article 23, Section V**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(V) **Hanging Items.** Temporary or permanent clothes drying lines, tarps and similar items, are not permitted on any unit nor shall laundry or clothing be displayed anywhere which will be visible outside of the unit. Temporary clothes drying lines are permitted when located at rear of RV or park model. Clothes drying lines must be removed from the yard and stored out of sight when RV or park model is not occupied. Tarps and similar items are not permitted.~~

Should the language be amended as shown above?

89 YES 51 NO

9. It is proposed to amend the Declaration of Condominium to change **Article 23, Section HH**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(HH) **Fires.** No open pit fires except in designated areas. Only manufactured, clean burning logs, or dry firewood may be burned on site a unit and the fire must be contained within a manufactured fire pits, attended at all times when burning, and not create a nuisance for neighboring units.~~

Should the language be amended as shown above?

62 YES 78 NO

10. It is proposed to amend the Declaration of Condominium to change **Article 23, Section LL**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(LL)**Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the condominium property, nor any part of it; and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No part of the condominium property, including units, shall be used in any commercial manner except by the Association, and no unit owner shall engage in any business upon his lot.~~

Should the language be amended as shown above?

63 YES 77 NO

11. It is proposed to amend the Declaration of Condominium to change **Article 23, Sections GG and NN**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(GG)**THIS SECTION LEFT BLANK INTENTIONALLY. Enforcement.** If a unit owner, or their guests, tenants, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other unit owner or the Association to prosecute any proceedings at law or in equity against the person or persons violating the same, and the prevailing party shall be entitled to recover all costs incurred therein, including reasonable attorney's fees incurred in any court proceeding, including appellate actions.~~

(NN) Enforcement.

~~(a) Each unit owner, lessee and other unit occupants shall be governed by and, shall comply with the terms of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations adopted by the Association pursuant thereto (the "Condominium Documents"), and said adopted documents which may be amended from time to time. In addition to any enforcement remedies provided in equity or by law, the Association and other unit owners shall also have the right to injunctive relief to prevent continuing or future violations, and recover damages caused by noncompliance, however the Association is not required to take such action.~~

~~(b) In any action to enforce the provisions of the Condominium Documents, the prevailing party shall be entitled to recover from the non-prevailing party, all court costs, and attorneys fees, and attorneys clerk and paralegal fees, and process service and mail fees, and all other costs incurred in such action, and fees incurred on appeal. The failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Documents shall in no event be deemed a waiver of the right to do so at any future time. These enforcement rights shall be subject to any limitations or conditions precedent as may be incorporated in the Condominium Act and amended from time to time. Failure of the unit owner to provide, or failure of the Association to obtain, any required notifications or written proofs as required in this document shall not serve as a waiver of any restrictions or requirements pursuant to the Condominium Documents which requirements or restrictions shall remain enforceable.~~

(c) **Authorized Action.** If the Association's hearing committee concludes that a violation has occurred, it shall have one or more of the following options with regard to any unit owner, lessee, or other Unit occupant:

(i) Reprimand.

(ii) Levying a fine.

(iii) Authorize the initiation of appropriate action.

(iv) Entry of a cease and desist order.

(d). Each unit owner shall be responsible for any damage to the Common Elements or other units caused by his failure to comply with the maintenance requirements or use restrictions of the Condominium Documents.

Should the language be amended as shown above?

62 YES 78 NO

12. It is proposed to amend the Declaration of Condominium to change **Article 23, Sections EE and OO**; additions indicated by underlining; deletions indicated by strike-throughs:

~~(EE) THIS SECTION LEFT BLANK INTENTIONALLY. Rules of the Association. The Board of Directors of the Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the owners and to prevent such nuisances as shall arise from time to time as relates to the use of the condominium property and the common elements.~~

(OO) General Provisions.

1. The Association shall have the right from time to time to promulgate reasonable Rules and Regulations as shall be necessary to provide for the health, welfare and safety of the owners and to prevent such nuisances as shall arise from time to time as relates to the use of the condominium property and the common elements.

2. All unit owners, tenants, unit occupants, and other invitees shall abide by said Rules and Regulations. In addition, the Board shall have the authority to promulgate Rules and Regulations for:

(a) Processes, procedures and forms for the administration of the Condominium Documents;

(b) Processes, procedures and forms for the administration of pet restrictions, including but not limited to the imposition of fines; and,

(c) Processes, procedures and forms for the levy of reasonable fines against a unit for the failure of the unit owner, tenant or other unit occupant or invitee to comply with any provision of the Declaration, the association bylaws, or reasonable rules of the Association.

3. If a unit owner, tenant, or other unit occupant or invitee fails to comply with any maintenance, repair or replacement obligation set forth in the Condominium Documents after being noticed, the Association shall have the right but not the obligation to perform the necessary maintenance, repair or replacement and charge the costs of such to the unit owner including the imposition of fines and penalties, and shall further have the right to enforce such requirements by all lawful means. In the event a unit owner, tenant, or other unit occupant or invitee makes any structural addition or alteration without the required written consent, the Association shall have the right to proceed in a court of equity to seek compliance with the provisions of the Declaration.

Should the language be amended as shown above?

67 YES 73 NO

13. It is proposed to amend the Declaration of Condominium to change **Article 23, Sections PP**; additions indicated by underlining; deletions indicated by strike-throughs:

(PP) Architectural Standards.

All owners, their guests and invitees, must comply with and abide by the provisions of the Architectural Standards as set forth in Exhibit "B" to this Declaration. The provisions of the Architectural Standards set forth in Exhibit "B" are expressly incorporated and made part of this Declaration. Any change to Exhibit "B" requires the approval of the members pursuant to the terms of Section 20 of this Declaration.

Should the language be amended as shown above?

104 YES 36 NO

14. It is proposed to amend the Declaration of Condominium to change **Article 20, Sections A**; additions indicated by underlining; deletions indicated by strike-throughs:

A. Amendments. Except as otherwise provided in Sections 7B and 20B, the provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than two-thirds (2/3) of the voting interests present in person or by proxy at a properly noticed and attended meeting of the membership of the condominium, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to this Declaration shall be recorded.

Should the language be amended as shown above?

58 YES 82 NO