

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC.  
Phases II, III, IV, & V-A

This Declaration made this

20 <sup>th</sup> day of January, 1987	(Phase II)
14 <sup>th</sup> day of December, 1987	(Phase III)
27 <sup>th</sup> day of May, 1988	(Phase III, 1 <sup>st</sup> Amendment)
20 <sup>th</sup> day of March, 1990	(Phase IV)
24 <sup>th</sup> day of June, 1991	(Phase V-A), by RIVER RANCH, INC., d/b/a

OUTDOOR RESORTS RIVER RANCH, a Florida corporation, its successor and assigns, herein called "Developer".

Wherein, the Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to place certain covenants and restrictions against the lands and improvements thereon, as identified in the plat ("plat") recorded in Plat books

83 Pages 1, 2, and 3	(Phase II)
85 Page 39	(Phase III)
85 Page 39	(Phase III, 1 <sup>st</sup> Amendment)
89 Page 25	(Phase IV)
92, Pages 13 and 14	(Phase V-A)

Public Records of Polk County, Florida. Said covenants and restrictions shall run with the title and ownership of the land and property, and every part thereof and interest therein.

2. Name and Address. The name by which this Subdivision is to be identified is:

RIVER RANCH RV RESORT

And it's address is:

P.O. Box 30529  
3400 River Ranch Boulevard  
River Ranch, Florida 33867-0529

3. The Land: The lands, previously owned by the River Ranch, Inc., d/b/a Outdoor Resorts River Ranch, a Florida Corporation were submitted to certain restrictions set forth herein, and are the following described lands lying in Polk County, Florida:

All of the property of Outdoor Resorts River Ranch RV Resort, Phases II, III, IV, and V-A (herein called "Resort") including those lots numbered 120 through 453, inclusive, and 554 through 586, inclusive, all as more fully identified in the plats recorded in plat books

83 Pages 1, s, and 3,	Lots #120 through 283	(Phase II)
85 Page 39	Lots #284 through 383	(Phase III)
89 Page 25	Lots #386 through 426	(Phase IV)
92 Pages 13 and 14	Lots #427 through 453, Inclusive	(Phase V-A)
	Lots #554 through 586, Inclusive	(Phase V-A)

Public Records of Polk County, Florida.

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
RICHARD M. WEISS, CLERK

4. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated as follows unless the context otherwise requires:

- 4.1. Additional Property. Pursuant to Paragraph 1 of this Declaration of Covenants and Restrictions of Phase II of Outdoor Resorts River Ranch RV Resort, which Declaration was recorded in O.R. Book 2504, Page 1125, Public Records of Polk County, Florida, the Developer hereby makes Resort Phases II, III, IV, and V-A subject to the Association, and the Articles of Incorporation and By-laws of the Association. This results in the number of lots subject to Association membership being 367 lots (166 lots for Phase II, 100 lots for Phase III, 41 lots for Phase IV, and 60 lots for Phase V-A). It is noted that the Plat for Phase II (see Plat Book 93, Page 1, Public Records of Polk County, Florida) consists of 164 lots, however the developer has added two additional lots not reflected on the plat, pursuant to the approval of the Polk County Board of County Commissioners. The right of the a Developer to develop, in its sole discretion, Phase V-B, consisting of not more than one hundred (100) recreational vehicle lots, and submit same to this Declaration, shall be a covenant running with the land and each purchaser of a lot within phase V-B shall, by virtue of his purchase, automatically consent to this Declaration.
- 4.2. Assessment. The Assessment means a share of the funds required for the payment of Common Expenses incurred in the operation of the Resort, the Common Elements, the individual lots and other expenses incurred as defined herein, which from time to time is assessed against the Lot Owner.
- 4.3. The Association. The Association means RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC., a Not For Profit Florida Corporation, and its successors and assigns, which is the corporate entity responsible for the operation of the Resort. As used herein the term "Association" shall be the equivalent of "Corporation", and vice versa.
- 4.4. By-laws. The By-laws of RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC., as they exist from time to time.
- 4.5. Common Elements. The Common Elements means the portion of the Resort not included in the Lots and intended to be devoted to the common use and enjoyment of the Lot Owners, and shall include any premises leased by the Association.
- 4.6. Common Expenses. The Common Expenses means all expenses and assessments properly incurred by the Association for the Resort which include, but are not limited to, expenses of administration and management of the Resort, expenses of maintenance, operation, repair or replacement of Common Elements and of the portions, if any, of Lots to be maintained by the Association pursuant to this Declaration, expenses declared Common Expenses by the provisions of this Declaration or the By-laws, any other valid charge against the Resort as a whole, and for which the Lot Owners are liable to the Association, and reasonable reserves, if any for repair, replacement or addition to the Common Elements.
- 4.7. Common Surplus. The Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.
- 4.8. Lot. The Lot means the part of the Resort, which is subject to exclusive ownership by a Lot Owner.
- 4.9. Resort. Resort means all of the Resort property as a whole where the context so permits, and includes the land, leasehold and personal property in the Resort and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Resort, and which is subject to the terms of this Declaration.

- 4.10 Developer. The Developer means River Ranch, Inc. d/b/a OUTDOOR RESORTS RIVER RANCH, authorized to do business in the State of Florida, which created and filed the original Declaration.
- 4.11 Lot Owner. The Lot Owner means the owner of a Lot.
- 4.12 Permissible Vehicles. Permissible vehicles are those vehicles approved by the Association's Board of Directors.
- 4.13 Recreational Vehicle. A Vehicle, which is conveyed over roadways on axles rated for continuous roadway service and powered by a gasoline or diesel engine or towed by an automobile, van, truck, or over the road tractor designed for recreational towing. The recreational vehicle must have a domestic water system including, but not limited to fresh, gray, and black water holding tanks; a direct current electrical system with converter and/or inverter capabilities; a minimum 110 volt alternating current electrical system; and cooking and sleeping facilities. For rental purposes only, this definition is not meant to exclude pop-top campers, mounted on wheels that may not have some of the above listed equipment.
5. Identification of Lots. The Resort consists of three hundred sixty seven (367) Lots in all. For the purposes of identification, all Lots in the Resort are given identifying numbers as Lots 100 through 453, inclusive, and 554 through 586, inclusive. All 367 Lots are identified on the plat of Outdoor Resorts River Ranch RV Resort, Phases II, III, III 1<sup>st</sup> Amendment, IV, V-A, recorded in the Public Records of Polk County, Florida.
- 5.1 Easement. The Association reserves for itself, its successors, assign's, agents, employees, business and other invitees, guests or others under the supervision, direction and control of the Association, it's successors and assigns, a non-exclusive easement over, through and across the Resort, which easement may not be amended or revoked and shall survive the termination of the Resort and the exclusion of any of the land within the Resort from the Resort, which easement shall include the following easements:
- (a) Utilities. Perpetual, non-exclusive easements are reserved to the Association or such utility companies to which the Association may assign its easements, as may be required from time to time for the entrance upon, construction, maintenance, restoration and operation of utility services to adequately serve the Resort and Additional Property including, but not limited to, the installation of Cable Television System lines, mains (water and sewer systems) and such other equipment as may be required throughout the Resort to adequately serve the Resort and the Additional Property, including easements for use of the water well and its distribution system and the waste treatment plant and its distribution system and the right to upgrade same, if necessary, in the sole discretion the Association.
  - (b) It is expressly agreed that the Association, or the utility company making the entry shall restore the property as nearly as practicable to the condition, which existed prior to commencement of construction of such utility. In addition, easements are reserved to the foregoing persons and entities for such further utility easements over and across the Resort as may be required from time to time to service the Resort and Additional Property.
  - (c) Encroachments.
    - (1) In the event any Common Element, or structure or paving the Developer or Association intended to be located on a Common Element, shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist, including, where necessary, reconstruction and repair.

(2) No Lot Owner shall encroach upon any of the Common Elements or upon any other Lot.

- (d) Pedestrian and Vehicular Traffic. A perpetual, non-exclusive easement in favor of each Lot Owner and the Association shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the Common Elements as may be from time to time intended and designed for such purpose and use; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of Association, and Lot Owners, and those claiming by, through or under the aforesaid; provided however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Resort except to the extent that space may be specifically designated and assigned for parking purposes.
- (e) By way of expansion upon the foregoing, and not in substitution therefore, perpetual, non-exclusive easements three (3) feet on either side of the paved roadway surfaces are reserved and declared to exist in favor of the Association, or such service companies or contractors to which the Association may delegate its easements rights, as may be required from time to time for the entrance upon, construction, maintenance, restoration and operation of roadway services to adequately serve the Resort and Additional Property, and the right to upgrade same, if necessary, in the sole discretion of the Association.
- (f) It is expressly provided that the Association, or such service companies or contractors making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction, maintenance or repair activity.

5.2 Additional Easements. The Developer created and declared that there shall also exist easements as follows:

- (a) Long hammock Drive. A perpetual, non-exclusive easement in favor of each Lot Owner, the Developer and the Association shall exist for pedestrian and vehicular traffic over, through and across Long Hammock Drive as depicted on the plat of "Phase I Long Hammock", according to the plat thereof as recorded in Plat Book 73, Page 21 of the Public Records of Polk County, Florida for the purpose of providing ingress to and egress from the Resort; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of Long Hammock Drive except to the extent that space may be specifically designated and assigned for parking purposes.
- (b) Access Canal. A perpetual, non-exclusive easement in favor of each Lot Owner, a Developer and the Association shall exist for boat passage over, through and across the waters of the access canal excavated by the Developer, which canal begins at the southern boundary of Phase V-A and extends in a northerly direction through and beyond Phase V-A to the southern boundary of the marina basin located north of Phase V-A.
- (c) Roadway Easement. A non-exclusive easement in favor of each Lot Owner, the Developer and the Association shall exist for pedestrian and vehicular traffic over, through and across the following described lands:
- (1) Commencing at the Southeast corner of Section 23, Township 31S., Range 31 E., Polk County, Florida: Thence N 38 Deg. 07'06" E a distance of 400.76 feet; Thence N 23 Deg. 00'00" W a distance of 152.00 feet; Thence 07 Deg. 00'00" W a distance of 340.00 feet; Thence N 18 Deg. 00'00" E a distance of 270.00 feet; Thence 23 Deg. 00'00" West a distance of 0'00450.00 feet; Thence N 20 Deg. 47'24" E a distance of 223.71 feet; Thence N 22 Deg. 40'00" W a distance of 809.28 feet to the Point of Beginning; Thence N 84 Deg. 41'41" E a distance of

94.92 feet; Thence S 82 Deg. 40'00" E a distance of 92.38 feet; Thence N 76 Deg. 20'00" E a distance of 30.38 feet to a point in line of Phase Five; Thence with said line S 22 Deg. 38'03" E a distance of 80.00 feet; Thence S 67 Deg. 20'00" W a distance of 30.34 feet; Thence N 82 Deg. 40'00" W a distance of 92.38 feet; Thence S 67 Deg. 20'00" W a distance of 90.59 feet to a point in the line of Phase Five, Thence with said line N 22 Deg. 40'00" W a distance of 108.32 feet to the Point of Beginning.

- (2) The purpose of this easement, containing 0.40 acres, is to allow vehicular and pedestrian traffic to pass over, across and through the easement area for ingress to and egress from lots and common elements located East of the canal which bisects Phase V-A and allow maintenance of roadway improvements within the easement area.
- (3) Once the Developer completes construction of a roadway within and across the easement area, then this easement shall thereafter be confined to the entire width of the paved area, plus three additional feet on each side of the paved area.
- (4) Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Resort except to the extent that space may be specifically designated and assigned for parking purposes.

#### 6. Common Elements: Lots

- (a) Every Lot Owner shall have a right to use the Common Elements. Such Rights shall be subject to the terms of this Declaration, and the By-laws and Articles of Incorporation of the Association.
- (b) A Lot Owner is entitled to the exclusive possession of his Lot subject to the provisions of this Declaration. Such Lot Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Lot Owners. Each Lot Owner shall also hold membership in the Association and an interest in the funds and assets held by the Association. Membership and voting rights of each Lot Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-laws of the Association.

#### 6.1 Lot Boundaries. Each lot shall include that part of the land that lies within the boundaries of the Lot, which boundaries are as follows:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of each lot shall be determined in the same manner and under the same laws, which establish the upper and lower boundaries of a parcel of land, title to which is held in fee simple.
- (b) Parametrical Boundaries. The Parametrical boundaries of the lot shall be the boundaries of each lot as reflected and described on the plat.

#### 6.2 Common Elements. The Common Elements include the land and all parts of the Resort not within the lots as defined in this section.

#### 6.3 Docks. Each lot in Phase V-A shall include a dock constructed in the canal adjacent to the lot. Each dock shall be a limited common element for the Lot it serves and reserved for the perpetual and exclusive use and enjoyment of the Owner (or the renter or designated guest) of that particular Lot. Any sale, lease, mortgage or other transfer or encumbrance of a lot or any interest therein shall include said right to use the dock constructed contiguous to that lot. Any purported sale, lease, mortgage or other transfer or encumbrance of the Lot for which it is a limited common element shall be null and void. The Board of Directors may establish such rules and regulations pertaining to the docks as it may deem appropriate.

7. Common Expenses and Common Surplus. The Common Expenses of the Resort shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, cost of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by this Declaration. Each Lot Owner shall be responsible and liable for  $1/367^{\text{th}}$  of the Common Expenses regardless of the purchase price, size or location of the lot. Common Surplus is owned by the Lot Owners in the same shares as their responsibility for the Common Expenses as set forth above. Provided, however, a share in the Common Surplus does not include the right to withdraw or require payment or distribution of the same except as otherwise set forth herein.

8. Maintenance, alteration and Improvement. Responsibility for the maintenance of the Resort and restriction on the alteration and improvement thereof shall be as follows:

8.1 Common Elements.

- (a) The maintenance and operation of the Common Elements and the improvements now or hereafter located thereon, shall be the responsibility of the Association and expenses associated therewith shall be designated as Common Expenses, except for those expenses specifically provided to be paid by the individual Lot Owners.
- (b) There shall be no substantial alterations, improvements or additions to the Common Elements or Limited Common Elements without prior authorization by the Board of Directors of the Association, and concurrence of at least a majority of the Lot Owners present, in person or by proxy, at any regular or special meeting of the Lot Owners called for that purpose, at which a quorum has been attained.

8.2 Lot. The responsibility of the Lot Owner shall include, but not be limited to, the maintenance and repair of such Owner's Lot.

- (a) A Lot Owner may not make alterations or improvements to his Lot without the prior written approval of the Board of Directors or their authorized agent.
- (b) Except as specifically approved in writing, a Lot Owner shall not make any alterations to his lot which would remove any portion of, or make any additions to, Common Elements or do anything which adversely affect the safety or soundness of the Common Elements or any portion of the Resort which is to be maintained by the Association.

8.3 Docks and Seawalls. The responsibility for maintenance, repair and replacement of the dock and seawall, which serves as a limited common element to a Lot, shall be that of the benefited Lot Owner. The Board may direct any Lot Owner to maintain, repair or replace the dock or seawall which it serves as a limited common element to that Owner's Lot, to pay promptly the cost thereof with funds of the Lot Owner, and to procure and deliver to the Board such sworn statement and lien waivers as requested to protect the Resort or any part thereof from all claims of mechanics and material. The Board may perform such maintenance, repair and replacement of docks and seawalls as it may deem desirable and assess the cost thereof to the Lot Owner(s) benefited. Nothing contained herein shall be construed as requiring the Board to maintain, repair or replace any dock or seawall.

8.4 Contracts. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Resort and may join with other corporations in contracting with the same firm, person or corporation for maintenance and repair. The Board may likewise enter into a contract with the owners of any public utility for the furnishing of such public services as electricity, water or sewage disposal to the Resort. This may include the purchase by the Resort of wholesale electricity or payment for any sewage disposal plant. The Board of Directors may likewise from time to time, enter into long-term leases for the use of such public service

utilities or may purchase the same outright and thereafter the said facility may by amendment to this Declaration become a part of the common use elements.

9. Assessments.

- 9.1 The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, a sum or sums necessary and adequate to provide for Common Expenses of the Resort and such other Assessments as are specifically provided for in this Declaration and the By-laws. The procedure for determining such assessments shall be set forth in the By-laws of the Association.
- 9.2 The Common Expenses shall be assessed against each Lot Owner as provided for in Paragraph 7 of this Declaration.
- 9.3 Assessments and installments thereon that are unpaid for over ten (10) days after the due date shall bear interest on the unpaid balance and until paid at the highest rate of interest provided by law, but not less than the rate of ten percent (10%) per annum. All payments on account shall be first applied to the interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to the delinquent Lot Owner due and payable in full as if the entire payment was originally assessed.
- 9.4 The Association shall have a lien on each Lot for any unpaid assessments together with interest thereon, against the Lot Owner of such Lot, together with a lien on all tangible personal property owned by the Lot Owner and located upon said Lot, and such lien shall relate back to the original Declaration and be superior to other liens, provided, however, that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record, and further provided, that said lien on a Lot shall be subordinate to the lien of any institutional first mortgage.
- 9.5 The Association shall have the right, in lieu of foreclosure, if it deems prudent to take possession of said Lot and offer the same for rental subject to Paragraph 11 hereof. From the proceeds of such rental, if any, the Association shall credit the percentage normally paid to the Lot Owner for Lot Rental to the arrearages in the payment of the lien established by default of the said Lot Owner, and to pay the balance of the proceeds to the appropriate rental agent as defined in Paragraph 11 hereof. The Association shall likewise, if necessary in order to carry out this right of rental, remove any travel trailer or recreational vehicle in place on such lot and place the same in storage, all without incurring liability to the owner. The selection of this mode of procedure and payment of the lien established by said arrearages and delinquencies shall not be exclusive and the Association may at any time proceed in foreclosure should it deem the same necessary or prudent and no question of judgment may be raised as this right of renting is an absolute right and part of this Declaration. Any person who acquires an interest in a Lot including and without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Lot or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Lot Owner have been paid. If any travel trailer or recreational vehicle in place on a Lot, said Association shall be indemnified and held harmless by the owner for any loss, claim, damage, claims for damages, or the like, including attorneys' fees and costs necessitated by enforcement of the provisions of this paragraph.

10. The Association. The name of the Association responsible for the operation of the Resort is RIVER RANCH RV RESORT OWNERS ASSOCIATION INC., a Not For Profit Florida corporation. The Association shall have all the powers and duties granted to or imposed upon

it by this Declaration, the By-laws of the Association, and the laws of the State of Florida, and its Articles of Incorporation.

10.1 By-laws. The administration of the Association and the operation of the Resort shall be governed by the By-laws. The By-laws may be amended in the manner provided for therein, but no amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering the Lots or Resort.

10.2 Voting Rights. The Owners of Lots shall be members of the Association. There shall be one (1) person with respect to each Lot who shall be entitled to vote at any meeting of Lot Owners, such person being identified as the "voting member".

(a) If a Lot is owned by more than one (1) person, the Owners of said Lot shall designate one (1) of them as the voting member, or in the case of a corporate lot ownership, an officer or employee thereof shall be designated the voting member.

(b) If the Lot is owned by a Trust, the Trustee or Survivor-Trustee shall designate a Voting Member.

(c) The designation of the voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-laws of the Association.

(d) The vote of a Lot is not divisible.

(e) Lot ownership for the purposes of voting rights is defined as ownership in fee simple.

(f) Every Owner of a Lot, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-laws and Articles of Incorporation of the Association, rules and regulations, and by the provisions of this Declaration.

11. Rental of Lots. No restrictions are placed herein regarding an Owners right to use their lot(s) so long as the safety, health, welfare and moral character of the Resort is not violated. An Owner may rent or sell their lot and no restrictions are placed herein regarding what business entity an Owner may use for said rental or sale. However the Association, through its Board of Directors, shall establish Rules and Regulations covering any and all agents performing any rental and/or real estate sale services within the Resort.

11.1 The Association, through its Board of Directors may act as the rental agent for those Lot Owners desiring to rent their lots. Those Lot Owners desiring to participate in this rental program also grant to the Associations' Board of Directors the right to select a business entity for operation of said rental program. The Associations Board of Directors shall enter into a contract with the selected business entity to insure the proper operation of the rental program.

11.2 The Association, through its Board of Directors may establish a For Profit Corporation (corporation) whose purpose will be the operation of a rental program for those owners desiring to participate in a rental program. The Association Manager shall serve as the Managing Agent of the corporation established to operate the rental program. In accordance with the above paragraph, the Board of Directors may select a different business entity than the aforementioned For Profit Corporation they established, should they deem this action appropriate.

11.3 Should there become an insufficient number of Lot Owners desiring to rent their lots through the selected Rental Agent, the Board of Directors may choose to terminate their involvement in the operation of the rental program by notifying the Lot Owner, in writing, thirty (30) days prior to such termination.



## 12. Use and Occupancy.

12.1 It is further the specific intent of the Resort and this Declaration to create and maintain a luxury Resort for recreational vehicles and to prohibit permanent or semi-permanent structures as well as any structure, vehicle or Lot which is used as, or designated for use as, permanent living quarters. It is the declared intent of this Declaration to exclude mobile homes from being placed on any Lot, and to create and maintain an area designed for maximum beauty. In that regard, all Lots shall be reserved and restricted for recreation campsites and camping vehicles, including within such category, modern travel trailers, fifth wheel trailers, motor homes, tent-type folding trailers, pick-up campers and other similar types of camping trailers and equipment that are mobile with current registration maintained and displayed.

12.2 Not included with such classification shall be folding tents not mounted on wheels. Lot Owners, their guests, successors and assigns are prohibited from erecting or placing on any Lot any permanent or semi-permanent structure or any vehicle which is designed as permanent living quarters, which prohibited structures include, without limitation, the following:

- (a) Park model travel trailers;
- (b) any structure designed, intended or used as permanent living quarters;
- (c) any structure not intended to be temporary, that is, any structure which is not readily moveable;
- (d) any structure placed on the Lot on blocks, or other supports which are permanent or semi-permanent in nature or any structure with removed hitches;
- (e) Recreation vehicles which are not self-contained (permissible structures must include own water supply and holding tanks), notwithstanding that any county state or federal government or agency identifies or licenses such trailers prohibited hereunder as "recreational vehicles".
- (f) Recreation vehicles that exceed forty-five (45) feet in length, or exceeding eight and one-half feet (102 inches) in width in the highway traveling configuration. Recreational vehicles in excess of forty (40) feet in length are permitted only on those lots pre-approved for recreational vehicles in excess of forty (40) feet by the Board of Directors
- (g) Recreational vehicles with slide-outs are permitted only on those lots pre-approved for recreational vehicles with slide-outs by the Board of Directors. Acceptable slide-out sections must:
  - meet RVIA specifications for length of self supported slide-outs,
  - may not in their fully extended condition extend in excess of forty-eight (48) inches,
  - may not utilize external supports,
  - may not extend beyond un-maintained areas. (Un-maintained areas include concrete slabs, wooden decks, and mulched areas with no vegetation growing beneath the slide-out sections.)
- (h) Free standing screen rooms, carport, metal awnings, tip outs, or any type of permanent extended overhang.
- (i) RV Screen Rooms dimensions shall not exceed the dimensions of any single and permanently attached RV roll-up patio awning. Under no circumstances shall the screen room dimensions exceed twenty five feet (25') in length or eight and one-

- half feet (8-1/2") in width. The screen room must be attached to and under the roll-up patio awning. No permanent or freestanding posts of any kind shall be utilized in conjunction with any screen room. Patio awnings should be centered on the RV and the screen room shall have no more than three (3) sides. No screen room shall have any free-standing part or portion. Screen room must maintained in good repair and periodically cleaned of mildew, dirt stains, etc.
- (j) Construction of fences, radio and TV antennas on the Lots is prohibited. This does not prevent the use of satellite dishes with diameters of twenty-four (24) inches or less on the Lot.
  - (k) Only storage structures as approved by the Board of Directors in writing may be placed on each Lot.
  - (l) Tables, benches, fireplaces and grills may be erected, but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other Lot Owners or visitors to the area, except when the Lot is actually in use. The foregoing shall not apply to any permissible vehicle or trailer, which may be allowed to remain on the Lot even though not actually in use. The Board of Directors is responsible for defining a "permissible vehicle".
- 12.3 The above paragraph is not intended to prohibit or limit the utilization of otherwise permissible recreational vehicles as described above which might also ancillary need to utilize sewer and water facilities provided at the Lots.
  - 12.4 No animals or fowl shall be kept or maintained on the Lots or in the Resort except customary household pets, and then only on a leash
  - 12.5 No commercial signs of any kind, except "For Sale" signs, shall be displayed on any Lot or any vehicle on a Lot, without the prior written consent of the Association, which shall not be unreasonably withheld.
  - 12.6 No outside toilet shall be installed or allowed on any Lot.
  - 12.7 No nuisance shall be allowed upon the Resort nor any use or practice which is the source of annoyance to Lot Owners, guests, lessees or other users of the Resort, or which interferes with the peaceful possession or proper use of the Resort.
  - 12.8 The responsibility for maintenance, of each Lot and appurtenance thereto, including trees and bushes is the responsibility of the Lot Owner. The Board of Directors may direct any Lot Owner to maintain, repair or replace any deficiency of Resort standards on said Lot. The Board may perform such maintenance, repair and replacement as it may deem necessary and assess the cost thereof to the Lot Owner(s). Nothing contained herein shall be construed as requiring the Board to maintain, repair, or replace any appurtenance to any Lot.
  - 12.9 All parts of the Resort, including each Lot, camping vehicle or any other personal property thereon, shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist.
  - 12.10 No commercial activity of any kind whatsoever shall be conducted on or from any Lots in the Resort without the written permission of the Board of Directors. However the foregoing shall not prevent the Association from designating certain areas in the Resort for commercial use, including use of a rental office by the Association pursuant to Paragraph 11 above.
  - 12.11 No person shall use the Common Elements or any part thereof or any Lot or the Resort or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association
  - 12.12 The Lot Owner shall not permit or suffer anything to be done or kept on his Lot which will increase the rate of insurance on the Resort or which will obstruct or

interfere with the rights of other Lot Owners or annoy them by unreasonable noises or otherwise; nor shall any Lot Owner commit or permit any nuisance, immoral or illegal act in or about the Resort.

- 12.13 Other reasonable rules and regulations governing use and occupancy and which do not alter or are not in contravention of any of the foregoing provisions may be made and amended from time to time by the Association, in the manner provided by its Articles of Incorporation and By-laws.
- 12.14 The Association shall levy and collect a reasonable monthly assessment from Lot Owners sufficient to cover each Lot Owner's proportionate share of the actual cost of operating and maintaining all Common Elements and facilities, providing water, garbage disposal service, sewage service, general maintenance and carrying out the duties of the Association and providing electricity to the Common Elements. The Association shall also include in the assessment so made a sum adequate to pay all real property taxes on the Common Elements and any other real property taxes billed to the Association. The collection of these sums shall be provided for in an adequate manner to assure the necessary maintenance. The assessments or expenses shall be levied in accordance with Paragraphs 7 and 9 hereof, and the By-laws.
- 12.15 An easement of ten (10) feet in width is reserved along each of the boundary lines of each Lot in the Resort for installation and maintenance of utility services, and such easement may be used by the Association for such installation and maintenance, as the case may be.
- 12.16 An easement of ten (10) feet in width is reserved along each boundary line of each Lot in the Resort, but only to the extent that any such boundary line is contiguous with a roadway, for installation and maintenance of roadway surfaces and base, and such easement may be used by the Association for such installation and maintenance, as the case may be.
- 12.17 This entire Paragraph 12 is entitled "use and Occupancy" and the rules and regulations set forth hereunder shall be considered as covenants running with the land, and shall bind all Lot Owners, their heirs, executors, administrators, successors and assigns, including guests and renters, and any other persons directly or indirectly related to said Lot Owner.
- 12.18 If any person violates or attempts to violate any of the covenants or restrictions herein contained, any Lot Owner or the Association may bring any proceeding at law or at equity against the person violating or attempting to violate any such covenant or restriction and either prevent such Lot Owner from so doing or to recover damages for such violation, or both and also recover costs of the suit and reasonable attorneys' fees.
- 12.19 Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions hereof which shall remain in full force and effect.

### 13. Insurance.

- 13.1 Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements and the Lots and insuring the Association and the Lot Owners and their Mortgagees as it and their interest appear, and in such amount as the Board of Directors of the Association may determine from time to time. Said insurance shall include, but not be limited to, water damage, if available, legal liability, hired automobile, non-owned automobile and off premises employee coverage's. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner. Premiums for the payment of such insurance shall be paid by the

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Association and charged as a Common Expense. It shall be the responsibility of the Lot Owners and not the Association to obtain insurance coverage at their own expense on the improvements, if any, constructed on each lot, and on their personal property and fixtures, and in addition to obtain comprehensive personal liability insurance which shall include coverage of liability for damage to person or property of others located on the Lot Owner's lot, or on another lot, or upon the Common Elements resulting from the negligence of the insured Lot Owner.

- 13.2 Casualty Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Resort, including personal property owned by the Association, in and for the interest of the Association, all Lot Owners and their mortgagees, as their interests may appear in a company acceptable to the standards set by the Board of Directors of the Association and in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premium for such coverage and any other expenses in connection therewith shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place insurance coverage as provided in this Declaration shall be good and responsible companies authorized to do business in the State of Florida.
- 13.3 All policies purchased by the Association shall be for the benefit of the Association, all Lot Owners and their mortgagees, if any, as their interest may appear. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration shall be made from the insurance proceeds and if there is a balance in the funds after payment of all costs of the repair and restoration, such balance shall be distributed to the Association's general fund. Any repair and restoration must be substantially and in accordance with the plans and specifications for the original improvements or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such other insurance shall be carried, as the Board of Directors of the Association shall determine from time to time to be desirable.
- 13.4 The Association as Agent. The Association is hereby irrevocably appointed agent for each Lot Owner and for each owner of any other interest in the Resort for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each Lot Owner upon payment of a claim relative to loss or damage to the Common Elements. The Association shall have the sole right to settle or prosecute all claims relative to the Common Elements.
- 13.5 Reconstruction or Repair after Casualty. If any part of the Resort shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
  - (a) If the damaged improvement is a Common Element, the same shall be reconstructed or repaired by the Association subject to the following provisions.
  - (b) When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain at least three (3) reliable and detailed estimates of the cost of repair or to rebuild.
  - (c) If proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repairs by the Association or at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Lot Owners in sufficient amounts to provide funds for the

payment of such cost. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

**13.6 Condemnation.**

- (a) The Board of Directors of the Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Elements or which touches upon, concerns or affects the use of the Common Elements. No Lot Owner or tenant of a lot shall impair or prejudice the action of the Board of Directors in contesting such condemnation. Such restriction or prohibition shall not preclude a Lot Owner or tenant of a lot from contesting the taking in such condemnation or eminent domain proceeding of the lot owned or rented by such Lot Owner or tenant or of any improvements or contents located on the lot so owned or rented. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Directors of the Association shall request the court to set forth the allocation of the condemnation award amount the Association and Lot Owners affected, taking into account the respective percentage interest in the Common Elements and each lot affected thereby and any other relevant factors.
- (b) Excluding any award obtained by a Lot Owner for the improvements or contents located on the lot, in the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings as to the Common Elements taken shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair, restoration or replacement of such Common Elements to the extent reasonably possible, and the Board of Directors shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

If there shall be a surplus of such proceeds or if the Board of Directors cannot reasonably repair, restore or replace Common Elements taken, the proceeds relative to the Common Elements shall be distributed among the Lot Owners as directed by the court, taking into account the respective interest in the Common Elements of the lots affected thereby based upon a pro rata responsibilities for Common Expenses and any other relevant factors, with such proceeds being payable jointly to the said Lot Owners and their mortgagees.

- (c) All Provisions of the Paragraph 13.6 are subject to interpretation in accordance with the laws in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of the Paragraph 13.6 be deemed illegal at such time, the distribution of proceeds shall be as a court of competent jurisdiction shall determine.
- (d) In the event that any Lot or any portion thereof, or the Common Elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by the condemning authority, then the holder of a first mortgage on a Lot will be entitled to timely written notice of such a proceeding or proposed acquisition. The priority of the first mortgage lien shall not be disturbed with respect to distribution of the proceeds of any award or settlement.

- 13.7 Equitable Relief.** In the event of substantial damage to or destruction of all or a substantial part of the Resort, and if the Resort is not repaired, reconstructed or rebuilt within a reasonable period of time, any Lot Owner may petition a court for equitable relief which may include a termination of the Resort and a partition.

**14. Compliance and Default**

- 14.1 Each Lot Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, the By-laws and any Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time.
- 14.2 Failure of the Lot Owner to comply therewith shall entitle the Association, or other Lot Owners, as the case may be, to the following relief in addition to other remedies provided in this Declaration, the Articles of Incorporation and the By-laws.
- (a) The Association and appropriate employees pursuant to authorization from the Board of Directors, are hereby empowered to enforce this Declaration, Articles of Incorporation, By-laws and any Rules and Regulations of the Association.
  - (b) A Lot Owner shall be liable for the expense of any maintenance repair or replacement rendered necessary by his acts, negligence or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees or agents, but only to the extent that such expense are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by the use, misuse, occupancy or abandonment of a Lot or its appurtenants, or of the Common Elements or of the Limited Common Elements.
  - (c) In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of this Declaration of Covenants and Restrictions, Articles of Incorporation, By-laws, Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorneys fees, as they may be awarded by the court, including any actions brought by the Association to enforce such documents.
  - (d) The Association may suspend, for a reasonable period of time, the rights of a member or a member's guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000, and is subject to the Florida Homeowners' Associations laws and procedures, as amended from time to time.
- 14.3 The failure of the Association or any Lot Owner to enforce any covenant, restriction or other provisions of this Declaration, the Articles of Incorporation, the By-laws or any Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

15. **Termination.** The Resort may be terminated or abandoned in the following manner: The Resort may be terminated only by consent of all Lot Owners evidenced by a recorded instrument to that effect and upon written consent by all holders of recorded liens affecting any of the Lots. Upon termination of the Resort, the Resort is owned in common by the Lot Owners in the same undivided 1/367<sup>th</sup> percentage as each Lot Owner has responsibility for payment of Common Expenses. All liens shall be transferred to the undivided share in the Resort attributable to the Lot originally encumbered by the lien in its same priority.

**16. Miscellaneous.**

- 16.1 The Lot Owners shall not be deemed to own pipes, wires, conduits, roads, sewage connections and the like or other public utility lines through the Lot which are

- utilized by or serve one (1) or more Lots which items are by provision made a part of the Common Elements.
- 16.2 No Lot Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver or the use and enjoyment of any of the Common Elements, or by the abandonment of his Lot.
- 16.3 In the event that any taxing authority shall assess ad valorem taxes on a Lot, the Association will not assess the Lot Owner for real or personal property taxes assessed against the Resort nor will the Association maintain the escrow account for payment of same. Nothing herein shall be construed, however, as giving to any Lot Owner the right of contribution or any right of adjustment against any other Lot Owner on account of any deviation by the taxing authority for the valuation herein prescribed, each Lot Owner to pay such ad valorem taxes and special assessments as are separately assessed against his Lot as set out above.
- 16.4 All provisions of this Declaration and amendments thereof shall be covenants running with the land and of every part thereof and interest therein including, but not limited to, every Lot and appurtenants thereto and every Lot Owner and claimant of the Property or any part thereof or any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of said Declaration and amendments thereof.
- 16.5 If any provisions of this Declaration, or any section, sentence, clause, phrase, word or the application thereof under any circumstances is held invalid, the validity of the remainder of this Declaration and the application of such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby but shall remain in full force and effect.
- 16.6 Whenever notices are required to be sent hereunder the same may be delivered to Lot Owners personally or by mail addressed to such Lot Owners at their Lot in the Resort unless the Lot Owners have by written notice duly received or specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to or from the Association shall be delivered by mail, FedEx, UPS, or similar common carrier to the office of the Association at:

P.O. Box 30529  
3400 River Ranch Boulevard  
River Ranch, Florida 33867-0529

or other such place as designated by the Board of Directors.

- 16.7 The Association reserves the right to install certain utility services underground, over and across any Lot or Common Element or facility or serve areas other than those involved in this Resort described herein, including, with out limitation, the Additional Property, as well as those within the Resort, and includes maintenance of the same.
- 16.8 The Developer has constructed and conveyed to the Association, one recreation area known as the "Town Hall" and since renamed "Mustang Center", consisting of a library, card room, billiard room, arts and crafts room, meeting room and health club. The Developer has also constructed and conveyed to the Association the other recreational area known as "Satellite Recreation Area No. One", and since renamed "Phase III Swimming Pool", which consists of a swimming pool with Jacuzzi, a bathhouse with laundry and one tennis court. Such recreation facilities are for the use and benefit of Lot Owners, provided that lease agreements may be entered by the

- Board of Directors with other entities at the Resort, or the Board may otherwise determine the manner in which these facilities should be used in the best interest of the members of the Association. If the Board of Directors determines that it is in the best interest of the members, the Board may convey such facilities to an entity that will operate and maintain them, and will make such facilities available on a user-fee or other equitable basis to all members of the Association.
- 16.9 The Developer has constructed and conveyed to the Association a recreation area known as "Trails End Clubhouse and Pool", consisting of a swimming pool, Jacuzzi, and a clubhouse containing a large meeting room, a kitchen, bathroom facilities and a laundry facility. Such recreation facilities are for the use and benefit of Lot Owners, provided that lease agreements may be entered by the Board of Directors with other entities at the Resort, or the Board may otherwise determine the manner in which these facilities should be used, in the best interest of the members of the Association. If the Board of Directors determines that it is in the best interest of the members, the Board may convey such facilities to an entity that will operate and maintain them, and will make such facilities available on a user-fee or other equitable basis to all members of the Association.
- 16.10 All Notices to or from the Association shall be deemed and considered sent when mailed. Proof of such mailing shall be given by the parties so mailing the notice in affidavit form. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representative of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administrated.
- 16.11 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Resort according to the intent of the Developer.
- 16.12 The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.
- 16.13 If any term, covenant, provision, phrase or other element of this Declaration is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision covenant or element of this Declaration.
- 16.14 In the event that any utility service is separately charged by the utility company to a Lot Owner by individual meters or otherwise, the Lot Owner shall not be assessed by the Association for this service.
- 16.15 No amendment to this Declaration may permit timeshare estates to be created in any Lot of the Resort.
- 16.16 Grandfather rights upon sale or transfer. Recreational vehicles meeting the standards of this document at the time of Lot purchase and currently occupying said Lot are exempted from future revisions to paragraph 12 of this document until the Lot and/or recreation vehicle occupying said lot are sold, conveyed gifted, or transferred. Upon the sale, conveyance gifting, or transfer of the recreation vehicle or Lot, only those recreation vehicles meeting the current standard, as set forth in this document, and current revisions in force as of the date of sale, gifting, conveyance or transfer thereto are permitted, hence upon the sale, gifting, conveyance or transfer of a Lot, recreation



vehicles not in compliance with the current standards set forth in this document and its' revisions must be removed from the Resort.

17. Amendment to Declaration.

- 17.1 This Declaration may be amended by a resolution adopting a proposed amendment bearing the approval of the Board of Directors of the Association, and concurrence of at least a majority of the Lot Owners in good standing, present in person or by proxy, at any regular or special meeting of the Lot Owners called for that purpose, at which a quorum has been attained.
- (a) Good Standing is defined as any Lot Owner(s) whose assessments are not delinquent in excess of ninety (90) days.
- (b) Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each member entitled to vote at such meeting in accordance with the Articles of Incorporation or the By-laws.
- (c) Any number of amendments may be submitted or voted upon at any one meeting.
- 17.2 This Declaration may also be amended by the Board of Directors to maintain compliance with then current State of Florida Statutes, in lieu of the above procedure.
- 17.3 No amendment may change the configuration or size of any Lot in any material fashion, materially alter or modify the appurtenants to the Lot, or change any proportion or percentage by which the Owner of the Lot shares the Common Expenses and owns the Common Surplus unless the record Owners of liens on it join in the execution of the amendment and unless all record Owners of all other Lots approve the amendment.
- 17.4 Any vote to amend this Declaration relating to a change in the percentage of sharing Common Expense shall be conducted by secret ballot.
- 17.5 An amendment of this Declaration is effective when properly recorded in the Public Records of Polk County, Florida.
- 17.6 The Articles of Incorporation and By-laws of the Association shall be amended as provided for in those respective documents.

18. Acknowledgment of Intent.

- 18.1 The Association and Lot Owners specifically acknowledge hereby the intent of this Resort and Declaration to include the creation and maintenance of a luxury Recreational Vehicle Resort pursuant to the provisions of this Declaration, including Paragraphs 11 and 12 hereof.
- 18.2 The Association hereby acknowledges and agrees to assume and carry out its affirmative duty to maintain the integrity of the Resort and the occupancy restrictions pursuant to Paragraph 12 hereof, including the prohibition against the erection or placing on any Lot of any structure or vehicle designed or used as permanent living quarters.

19. Surface Water Management System.

- 19.1 It is the responsibility of the Association to operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District. The surface water management system shall be deemed a part of the Common Elements.

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RICHARD M. WEISS, CLERK

- 19.2 The method for assessing and collecting the assessment for the operation and maintenance of said system shall be the same as set forth for assessing and collecting other assessments of the Association.
- 19.3 Any amendment which affects said system including the water management portions of the Common Elements, must have prior approval of the South Florida Water Management District.
- 19.4 This Declaration shall remain in effect for at least twenty-five (25) years from its original date of recording, and shall remain in effect each year thereafter unless terminated by the terms of this Declaration.

Signed, sealed and delivered in the presence of:

*John C. Rish*

RIVER RANCH RV RESORT  
OWNERS ASSOCIATION, INC.

*Ellis Stevens*

President: Ellis Stevens



STATE OF FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true  
and correct copy of the document now of  
record in this office. Witness my hand and  
Official Seal on 3/27/2001  
RICHARD M. WEISS, CLERK OF CIRCUIT COURT  
By: *Sybil Wiggins*, D.C.

ELLIS Stevens

PREPARED BY AND RETURN TO:

River Ranch RV Resort Owners Association, Inc.

Post Office Box 30529

River Ranch, FL 33867-0529

INSTR # 2001046559

OR BK 04654 PG 0777

RECORDED 03/21/2001 10:28 AM

RICHARD M. WEISS CLERK OF COURT

POLK COUNTY

DEPUTY CLERK S Wiggins

**CERTIFICATE OF AMENDMENT AND RESTATEMENT OF  
DECLARATION OF COVENANTS AND RESTRICTIONS, ARTICLES OF  
INCORPORATION AND BYLAWS OF RIVER RANCH RV RESORT OWNERS  
ASSOCIATION, INC., F/K/A OUTDOOR RESORTS RIVER RANCH RV  
RESORT PROPERTY OWNERS' ASSOCIATION, INC.  
(INCLUDING CORPORATE NAME CHANGE)**

KNOW ALL BY THESE PRESENTS:

That on this 24th day of February, 2001, the undersigned entity, previously known as OUTDOOR RESORTS RIVER RANCH RV RESORT PROPERTY OWNERS' ASSOCIATION, INC., and now known as RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC. (hereinafter referred to as "Association"), pursuant to Section 18 of the Declaration of Covenants and Restrictions of OUTDOOR RESORTS RIVER RANCH RV RESORT Phases II, III, IV and V-A, recorded on October 3, 1994, in Official Records Book 3445, Pages 1514, *et seq.*, of the Public Records of Polk County, Florida, as amended (hereinafter referred to as the "Declaration"), and pursuant to Article XII of the Articles of Incorporation, filed with the Florida Department of State on January 26, 1987, and the Bylaws of OUTDOOR RESORTS RIVER RANCH RV RESORT PROPERTY OWNERS' ASSOCIATION, INC., as previously adopted by Association, hereby certifies that the Association adopted an Amended

and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws (hereinafter, collectively, the "Amended and Restated Documents"). These Amended and Restated Documents are attached to this Certificate and made a part of this Certificate by reference, and are more specifically described by title as follows:

1. Declaration of Covenants and Restrictions of River Ranch RV Resort Owners Association, Inc., Phases II, III, IV and V-A;
2. Articles of Incorporation of River Ranch RV Resort Owners Association, Inc.; and
3. By-Laws of River Ranch RV Resort Owners Association, Inc. (Revision 2).

By virtue of the foregoing-described Amended and Restated Documents, the name of the Association has been changed from OUTDOOR RESORTS RIVER RANCH RV RESORT PROPERTY OWNERS' ASSOCIATION, INC., to RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC.

The Amended and Restated Documents were duly adopted on the 24<sup>th</sup> day of February, 2001. These Amended and Restated Documents were proposed with the unanimous approval of the Board of Directors for the Association and were adopted by the affirmative vote of the voting members of the Association casting not less than 2/3 of the total vote of the members of the Association and further, the restated documents.

IN WITNESS WHEREOF, RIVER RANCH RV RESORT OWNERS  
ASSOCIATION, INC., f/k/a OUTDOOR RESORTS RIVER RANCH RV RESORT PROPERTY  
OWNERS' ASSOCIATION, INC., has caused these presents to be executed in its name, this 20  
day of MARCH, 2001.

Signed, sealed and delivered  
in the presence of:

Martha E. Bosley  
(sign)

Martha E. Bosley  
(print)

Thm C. Rhodes  
(sign)

THOMAS C. RHODES  
(print)

Martha E. Bosley  
(sign)

Martha E. Bosley  
(print)

RIVER RANCH RV RESORT OWNERS  
ASSOCIATION, INC., f/k/a OUTDOOR RESORTS  
RIVER RANCH RV RESORT PROPERTY  
OWNERS' ASSOCIATION, INC.

By: Ellis Stevens  
(sign)

ELLIS STEVENS, President

Address: P.O. Box 30384

River Ranch, FL 33867

Attest: Ray Boyles (sign)

RAY BOYLES

Title: Secretary

Address: 729 E. ISLAND CSWY. #1170

MERRITT ISLAND, FL 32952

STATE OF FLORIDA  
COUNTY OF POLK

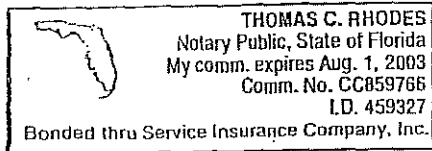
The foregoing Certificate of Amendment was acknowledged before me this 20 day of MARCH, 2001, by ELLIS STEVENS, as President, and RAY BOYLES, as Secretary, of RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC., F/K/A OUTDOOR RESORTS RIVER RANCH RV RESORT PROPERTY OWNERS' ASSOCIATION, INC. a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Thomas C. Rhodes

(Notarial Seal)

(sign)



THOMAS C. RHODES

(print)

State of Florida at Large (Seal)  
My Commission Expires:

F:\Chinetti - Association\Outdoor Resorts\River Ranch RV Resort Property Owners Association, Inc\General\Cert of Amendment to Dec Order & AOL.wpd



INSTR # 2017101822  
BK 10159 Pgs 1142-1145 PG(s) 4  
RECORDED 05/30/2017 10:55:25 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$35.50  
RECORDED BY shakcamp

R  
This Instrument Was Prepared By:  
ALBERT C. GALLOWAY, JR.  
FLORIDA BAR NO. 475602  
ALBERT C. GALLOWAY, JR., P.A.  
PO BOX 3339  
Lake Wales, FL 33853

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS OF RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC.,  
Phases II, III, IV, & V-A**

STATE OF FLORIDA  
COUNTY OF POLK

This Third Amendment to the Declaration of Covenants and Restrictions of River Ranch RV Resort Owners Association, Inc., Phases II, III, IV, & V-A, made on the date hereinafter set forth, by River Ranch RV Resort Owners Association, Inc., a Florida not for profit corporation, its successors or assigns, (the "ASSOCIATION").

**WITNESSETH:**

WHEREAS, the Declarations of Covenants and Restrictions of River Ranch RV Resort were originally recorded in the Public Records of Polk County, Florida, as follows:

Phase II recorded in Official Records Book 2505, at Page 1125  
Phase III recorded in Official Records Book 2589, at Page 1965  
Phase IV recorded in Official Records Book 2834, at Page 2031  
Phase V-A recorded in Official Records Book 2988, at Page 0461; and

WHEREAS, these Declarations were consolidated and further amended by the Amended Declaration of Covenants and Restrictions recorded at Official Records Book 3445, at Page 1514, of the Public Records of Polk County, Florida; and

WHEREAS, the consolidated Declarations were amended by the First Amendments to Amended Declaration of Covenants and Restrictions recorded at Official Records Book 3555, at Page 2224, of the Public Records of Polk County, Florida; and

WHEREAS, the ASSOCIATION caused to be recorded a Certificate of Amendment and Restatement of Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws of River Ranch RV Resort Owners Association, Inc., f/k/a Outdoor Resorts River Ranch RV Resort Property Owners' Association, Inc., (including corporate name

change), in Official Records Book 04654, at Page 0777, of the Public Records of Polk County, Florida; and

WHEREAS, the ASSOCIATION caused to be recorded a Declaration of Covenants and Restrictions of River Ranch RV Resort Owners' Association, Inc., Phases II, III, IV, & V-A (the "DECLARATION") in Official Records Book 04654, at Page 0806, of the Public Records of Polk County, Florida; and

WHEREAS, the ASSOCIATION desires to amend the DECLARATION pursuant to the requirements of Section 17 of the DECLARATION; and

WHEREAS, Section 17 of the DECLARATION, permits amendment to the DECLARATION upon approval by the ASSOCIATION'S Board of Directors and concurrence by at least 51% of the Lot Owners in good standing, present in person or by proxy at a meeting at which a quorum has been attained; and

WHEREAS, pursuant to Section 17 of the DECLARATION, the Lot Owners and the ASSOCIATION Board of Directors voted on and approved a resolution adopting the provisions of this Third Amendment to the DECLARATION, (the "THIRD AMENDMENT"); and

WHEREAS, the Board of Directors of the ASSOCIATION and the membership approved the adoption of this THIRD AMENDMENT at the annual meeting held on March 25, 2016, as reflected in the minutes of said meeting.

NOW, THEREFORE, the ASSOCIATION makes the following statements, restatements or amendments:

1. The foregoing recitals are hereby incorporated as if fully set forth herein. This THIRD AMENDMENT modifies and amends the DECLARATION.
2. Except as modified or amended herein, the original terms of the DECLARATION as amended from time to time shall remain in full force and effect.
3. 12. Use and Occupancy.
  - 12.1 It is further the specific intent of the Resort and this DECLARATION to create and maintain a luxury Resort for recreational vehicles and to prohibit permanent or semi-permanent structures as well as any structure, vehicle or Lot, which is used as, or designated for use as, permanent living quarters.



"Corporation") pursuant to applicable Florida law. The Corporation will be a real estate brokerage firm, properly licensed, insured, and registered pursuant to applicable Florida law, and governed by Chapters 475 and 607 of the Florida Statutes. The Corporation will be restricted exclusively to brokering transactions of Resort Lots between buyers and sellers. Lot Owners are not required to list or sell their Lots through the Corporation.

10. Section 11.5 is added and shall hereafter read: Prior to the transfer of any interest in a Lot held by a Lot Owner (whether by sale, lease, gift, devise, or otherwise), the Lot Owner shall notify the Association in writing of the impending transfer and provide the Association with the name and contact information of the transferee, and the proposed date of the impending transfer of the Lot Owner's interest in the Lot. The information required by this Section shall be provided to the Association no later than 20 days prior to the proposed transfer of interest. The Association may create a Transfer of Interest form to facilitate compliance with this Section by the Lot Owners. A violation of this Section shall be considered a non-monetary default enforceable under the provisions of this Declaration and Chapter 720 of the Florida Statutes.

11. Section 11.6 is added and shall hereafter read: If a Lot Owner transfers its interest in its Lot by lease with a lease term of 30 days or longer, in addition to the requirements of Section 11.5, the Lot Owner shall provide the lessee with a copy of the Association's current Rules and Regulations, and any amendment thereto, prior to the lessee or renter entering into possession pursuant to the terms of the lease. The Lot Owner shall be responsible for any and all violations by lessee of the Association's Rules and Regulations. A violation of this Section by the Lot Owner shall be considered a non-monetary default enforceable under the provisions of this Declaration and Chapter 720 of the Florida Statutes.

12. Section 12.20 is added and shall hereafter read: Each Lot Owner has the right to the use and enjoyment of its Lot, subject to the covenants and restrictions contained in the Declaration, By-laws, and Rules and Regulations, and the Architectural Review (ARC) Rules and Regulations for Lot Improvements, and so long as said use and enjoyment does not violate the safety, health, welfare, or moral character of the Lot Owners in general or of the Resort. The Board of Directors is solely responsible for determining what constitutes a violation of the safety, health, welfare, or moral character of the Lot Owners in general or of the Resort.

13. All provisions of this SECOND AMENDMENT, and any Exhibits attached thereto, shall be construed as covenants running with the land and with every part thereof and every interest therein, and every Lot Owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of said documents.

14. The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of the DECLARATION or any Amendment thereof, along with any Exhibit attached thereto, shall not affect the validity of the remaining portions of said documents.

IN WITNESS WHEREOF, the ASSOCIATION executed this SECOND AMENDMENT to Declaration of Covenants and Restrictions of River Ranch RV Resort Owners Association, Inc., Phases II, III, IV, & V-A, this 10<sup>th</sup> day of March, 2007.

Signed, sealed, and

delivered in our presence:

By [Signature]  
President

By [Signature]  
Secretary

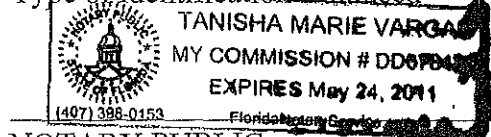
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10 day of March, 2007, by Mike Kerley and Nate (Ignatius) Spera, President and Secretary, respectively, of River Ranch RV Resort Owners Association, Inc., a Florida not for profit Corporation.

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_



NOTARY PUBLIC

Tanisha Marie Vargas

INSTR # 2008010754  
BK 07534 PGS 1941-1945 PG(s) 5  
RECORDED 01/18/2008 10:36:41 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 44.00  
RECORDED BY S Wiggins

This instrument prepared by  
and after recording return to:

Ryan D. Nelson  
Hatch & Doty, P.A.  
1701 Highway A1A  
Suite 220  
Vero Beach, Florida 32963

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS OF RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC.,  
Phases II, III, IV, & V-A**

STATE OF FLORIDA  
COUNTY OF POLK

This Second Amendment to Declaration of Covenants and Restrictions of River Ranch RV Resort Owners Association, Inc., Phases II, III, IV, & V-A, made on the date hereinafter set forth, by River Ranch RV Resort Owners Association, Inc., a Florida not for profit corporation, its successors or assigns, (the "ASSOCIATION").

**WITNESSETH:**

WHEREAS, Declarations of Covenants and Restrictions for Outdoor Resorts River Ranch RV Resort were originally recorded as follows in the Public Records of Polk County, Florida:

Phase II	recorded at Official Records Book 2505 page 1125
Phase III	recorded at Official Records Book 2589 page 1965
Phase IV	recorded at Official Records Book 2834 page 2031
Phase V-A	recorded at Official Records Book 2988 page 0461; and

WHEREAS, these Declarations were consolidated and further amended by the Amended Declaration of Covenants and Restrictions recorded at Official Records Book 3445, Page 1514 of the Public Records of Polk County, Florida; and

WHEREAS, the consolidated Declarations were amended by the First Amendments to Amended Declaration of Covenants and Restrictions recorded at Official Records Book 3555, Page



2224 of the Public Records of Polk County, Florida; and

WHEREAS, the ASSOCIATION caused to be recorded a Certificate of Amendment and Restatement of Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws of River Ranch RV Resort Owners Association, Inc., f/k/a Outdoor Resorts River Ranch RV Resort Property Owners' Association, Inc., (including corporate name change), in Official Records Book 04654, at Page 0777, of the Public Records of Polk County; and

WHEREAS, the ASSOCIATION caused to be recorded a Declaration of Covenants and Restrictions of River Ranch RV Resort Owners' Association, Inc., Phases II, III, IV, & V-A ("DECLARATION") in Official Records Book 04654, at Page 0806, of the Public Records of Polk County; and

WHEREAS, the ASSOCIATION desires to amend the DECLARATION pursuant to the requirements of Section 17 of the DECLARATION, in order to add certain definitions, to clarify certain procedures for the rental and sale of Lots, and to allow the Association to establish and incorporate a Florida for profit corporation and operate it as a real estate brokerage firm; and

WHEREAS, Section 17 of the DECLARATION permits amendment to the DECLARATION upon approval by the ASSOCIATION's Board of Directors and concurrence by at least 51% of the Lot Owners in good standing;

WHEREAS, pursuant to Section 17 of the DECLARATION, the Lot Owners and the ASSOCIATION Board of Directors voted on and approved a resolution adopting this Second Amendment to the DECLARATION, (the "SECOND AMENDMENT"); and

WHEREAS, the Officers of the ASSOCIATION have executed a Certificate certifying the adoption of this SECOND AMENDMENT, and attached this SECOND AMENDMENT to said Certificate as **Exhibit 1**, and will record said Certificate in the Public Records of Polk County, Florida;

NOW, THEREFORE, the ASSOCIATION makes the following amendments:

1. The foregoing recitals are hereby incorporated as if fully set forth herein. This SECOND AMENDMENT modifies and amends the DECLARATION.
2. Except as modified or amended herein, the original terms of the DECLARATION as amended from time to time shall remain in full force and effect.

3. Section 4.14 is added and shall hereafter read: Declaration. Declaration means the Declaration of Covenants and Restrictions of River Ranch RV Resorts Owners Associations, Inc., Phases II, III, IV, and V-A, and each subsequent Amendment thereto, as recorded in the Public Records of Polk County, Florida.

4. Section 4.15 is added and shall hereafter read: By-laws. By-laws mean the By-laws of River Ranch RV Resort Owners Association, Inc., (Revision 2), and each subsequent Amendment thereto, as recorded in the Public Records of Polk County, Florida.

5. Section 4.16 is added and shall hereafter read: Rules and Regulations. Rules and Regulations mean the River Ranch RV Resort Rules and Regulations as adopted by the Association's Board of Directors, and any subsequent amendment thereto.

6. Current Section 11 is deleted. Section 11 shall hereafter read: Rental and Sale of Lots. A Lot Owner may rent or sell its Lot and no restrictions are placed herein regarding what business entity a Lot Owner may use for said rental or sale. The Association may establish rules and regulations regarding agents who perform rental or sale services within the Resort.

7. Current Section 11.1 is deleted. Section 11.1 shall hereafter read: The Association, through its Board of Directors, may act as agent for, or may select a business entity to act as agent for, any Lot Owner desiring to rent its Lot. If the Association's Board of Directors selects a business entity to act as agent for a participating Lot Owner, the Association and the business entity may enter into a written agreement protecting the rights and interests of the Association and the participating Lot Owners. Each participating Lot Owner shall be personally responsible for all costs and fees arising from the Association's, or the selected business entity's, services as agent.

8. Current Section 11.3 is deleted. Section 11.3 shall hereafter read: If the Board of Directors determines that an insufficient number of Lot Owners are requesting the Association, or its designated business entity, to act as their agent pursuant to Section 11.1, the Board of Directors may terminate its services, or the services of the selected business entity, as agent for the participating Lot Owners, by mailing thirty (30) days written notice to each participating Lot Owner.

9. Section 11.4 is added and shall hereafter read: The Association, through its Board of Directors, may establish and incorporate a Florida for profit corporation (hereinafter the

It is the declared intent of this DECLARATION to exclude mobile homes from being placed on any Lot, and to create and maintain an area designed for maximum beauty. In that regard, all Lots shall be reserved and restricted for recreation campsites and camping vehicles, including within such category, modern travel trailers, fifth wheel trailers, motor homes, tent type folding trailers, and pick-up campers that are mobile with current registration maintained and displayed.

12.2(j) Construction of fences, radio antennas, and TV antennas on the Lots is prohibited. This provision does not prevent the use of a satellite dish with a diameter of twenty-four (24) inches or less on the Lot. This provision does not prevent the construction of railings around patios and decks as approved by the Board of Directors pursuant to plans approved by the Architectural Review Committee.

12.2(l) Tables, benches, fireplaces, grills, deluxe outdoor kitchens, Casitas, and patio covers may be erected only in compliance with the rules established by the Architectural Review Committee and approved by the Board of Directors.

12.2(m) Lot owners during periods in which the Lot is not occupied shall keep the Lot neat, clean and orderly and shall store personal property out of sight.

12.12 (a) The Lot Owner shall not permit or suffer anything to be done or kept on his Lot which will increase the rate of insurance on the Resort or which will obstruct or interfere with the rights of other Lot Owners or annoy them by unreasonable noises or otherwise; nor shall any Lot Owner commit or permit any nuisance, immoral or illegal act in or about the Resort.

(b) Only vehicles designated by F.S. 320.01 (41), as "low-speed vehicle" or F.S. 320.01 (22) "Golf Cart" may be driven inside the resort. "Utility

Vehicles" as defined by F.S. 320.01 (42) may be used by the ASSOCIATION for conducting ASSOCIATION business such as maintenance, security, and other activities related to operation of the ASSOCIATION.

IN WITNESS WHEREOF, the ASSOCIATION has executed this THIRD AMENDMENT to the Declaration of Covenants and Restrictions of River Ranch RV Resort Owners Association., Phases II, III, IV, & V-A, this 12 day of May, 2017.

Signed, sealed and delivered  
in the presence of:

River Ranch RV Resort Owners Association, Inc.

Arline Peddle  
Witness

Print name: Arline Peddle

Eric Suesz  
Witness

Print name: ERIC SUESZ

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was acknowledged before me on this 12 day of May, 2017, by Octavio Morales, as Vice President of River Ranch RV Resort Owners Association, Inc., for and on behalf of the corporation, who [☒] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification.

Gloria McMillen  
Notary Public

My commission expires:

