

THE FOLLOWING IS AN ABRIDGED, AMENDED DECLARATION OF
CONDOMINIUM AND BYLAWS OF CAMPER'S HOLIDAY ASSOCIATION,
A CONDOMINIUM - DECEMBER, 2008

(This version incorporates all amendments as recorded in the Public Records of Hernando County as of 12/31/08)

KNOW ALL MEN BY THESE PRESENTS, that CAMPER'S HOLIDAY OF AMERICA, INC., a Florida corporation, hereinafter called "Developers", does hereby submit to condominium ownership, pursuant to Chapter 718, Florida Statutes, the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Hernando, State of Florida, to-wit:

All that tract or parcel of land lying and being in Sec. 24, Twp. 233, Range 19E, Hernando County, Florida, being more particularly described as follows:

Commence at the S.W. corner of Sec. 24, Twp. 23 S., Range 19 E., thence S 89-38-54 E. along the south line of said section 180.0~' to the Point of Beginning; thence continue S. 89-38-54 E, 1619.98'; thence N. 00-01-56 E. 1317.23'; thence N. 89-49-03W. 1615.03'; thence S. 00-10-57 W., 240'; thence N. 89-49-03 W., 152.83' to the easterly R/W of 60' State Road 581; thence S. 00-01-56 W., 50' along the easterly R/W of State Road 581, said R/W being parallel to the west line of Sec. 24, Twp. 23 S., Range 19 E.; thence S 89-49-03 E., 152.69'; thence S. 00-10-57 W., 1022.49' to the P.O. B.

The above-described property subject to this Declaration of Condominium shall be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

(a) Easement in favor of Developers and its assigns for utilities included, but not necessarily limited to, electrical, water distribution and sewage collection systems, telephone, cable television and gas.

(b) Rights reserved to the Developers and their assigns to all subsurface minerals, oil and gas, and the right to explore for and to remove the same, provided that the rights of the owners of the surface of the land shall not be injured or disturbed by reason thereof.

(c) The covenants, conditions, restrictions, reservations and easements contained hereinabove and hereafter, which are as follows:

(1) **Name** - The name by which this condominium shall be known and identified is **Camper's Holiday**, a Condominium.

(2) **Purpose** - The purpose of this Declaration is to submit the lands described in this instrument and the improvements constructed and to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 711, now known as Chapter 718, Florida Statutes, hereinafter called the Condominium Act.

(3) **Condominium Act** - Chapter 718, Florida Statutes, is incorporated by reference herein and the provisions thereof shall apply to this condominium except in the case of discretionary provisions provided for under said Act in which cases the provisions of this Declaration and the attached bylaws shall be controlling.

(4) **Survey Floor Plan and Unit Descriptions** - A survey of the land subject to this declaration and plot plan locating the existing and proposed units, identifying each unit, the common

elements and their relative locations and dimensions is attached hereto as **Exhibit A** and incorporated by this reference herein. The individual units in **Exhibit A** are identified as AI-A80, BI-B58, CI-C80, and DI-D82 inclusive. The locations, dimensions and descriptions of the individual condominium unit shall be as described in **Exhibit A**. In the event the actual physical location of the structures as hereafter defined constituting a portion of any such unit at any time do not exactly coincide with **Exhibit A**, the actual physical location thereof shall control. In the event of a total or substantial destruction of a structure, the locations, dimensions, and descriptions thereof as contained in **Exhibit A** will then control.

(5) **Unit or Campsite.** A unit, sometimes also referred to hereafter as a campsite, shall consist of a space bounded by a vertical projection of the respective unit boundary line shown on the plat attached hereto as *Exhibit A* and shall include the property running from the plane of the ground as may exist, or from the plane of the bottom of the foundation or floor of any structure as may exist to the plane of the roof or top of such structure. No such structure thereon shall exceed fourteen (14) feet in height as measured from the highest point of the building to the ground.

The total surface of *ALL* structures on any unit/site shall not exceed 40% of the square foot surface of said unit/site. The total 40% shall include the owner's travel vehicle or park model trailer. All structures and all projections such as tip-outs, slide-outs, or other projections exceeding the twelve-foot (12') width or thirty-five (35') foot length of the travel trailer or park model trailer shall be included in the 40% utilization. No overhang or projection shall exceed two (2') feet without ground support and the 40% surface area shall be that which is within the area bounded by the ground supports (removable or otherwise). In addition, no unit/site may be covered by a total of more than 50% with non-absorbing materials, i.e. buildings, sidewalks, driveways, concrete pads or other ecological non-compatible material.

Each unit or campsite shall be subject to an easement five (5') feet wide along all four lines, North, South, East, and West and no structure may be placed thereon. All structures, i.e. carports, sheds, room additions etc. must be constructed according to the specifications of this Declaration of Condominium and are subject to written approval from the Board of Directors of Camper's Holiday Association. Carports shall never be enclosed or used as a storage area. The owner must obtain a written permit from the Board of Directors plus any permits required by Hernando County or any other governmental body. Each such unit, together with all appurtenances thereto, shall constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independent of all other parts of the condominium property, subject only to the provisions and constrictions of this Declaration of Condominium and By-laws of the Association of unit owners.

Amended February 16, 1980

2nd Amendment February 15, 1997

3rd Amendment February 22, 2003

Recorded May 28, 1980 (15% - 30%)

Recorded June 16, 1997 (30% - 35%)

Recorded March 27, 2003 (35% - 40%)

O.R. 0462, Page 1027

O.R. 1116, Page 0735

O.R. 1644, Page 1407

(a) **Carports** - A carport may be constructed on unit campsite and will be included in the 40% total surface area allowed for other unit structures. It shall never be enclosed and never be used as a storage area. It shall be subject to the easement restrictions and must have a non-combustible base; size shall not exceed 12 foot by 22 foot projected roof area (bounded by dripline) height shall not exceed 9 feet. Approval of design and a permit must be obtained from the Standards Committee of the Board of Directors of Camper's Holiday Association before obtaining a permit from Hernando County.

Amended February 16, 1980

Amended November 9, 2006

Recorded May 28, 1980

Recorded July 19, 2007

O.R. 0462, Page 1027

O.R. 2469, Page 1275

(b) **Sheds** - No more than two accessory structures shall be permitted on any one lot and total surface area shall not exceed 240 square feet and location of such shall be subject to approval of the Standards Committee of the Board of Directors of Camper's Holiday Association.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1027

(c) On campsites or units in D section and lower A section (between Sparkman Lake and Mockingbird Lane) the twelve foot height limitation shall be measured from floor level except that no floor level may be more than one foot above the level of the center of Bob-O-Link Drive as determined by transit. Alterations of existing grade levels must be approved by the Board of Directors of Camper's Holiday Association.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1027

(d) Upon written approval from the Board of Directors of Camper's Holiday Association, chimney height may exceed the 12-foot height limitation by the amount necessary for efficient energy operation. When necessary to meet Hernando County regulations, a vent pipe also may exceed the 12-foot height limitation upon written consent of the Board of Directors of Camper's Holiday Association.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1027

(6) **Appurtenances to Units** - The ownership of each unit or campsite shall include as an appurtenance thereto all of the rights, title and interest of a unit owner in the condominium property which shall include, but not be limited to, the following:

(a) Exclusive possession of such unit and an exclusive easement for the use of the air space occupied by the unit structure, and,

Amended February 9, 1991

Recorded April 1, 1991

O.R. 0814, Page 1116

(b) An undivided share of the common elements and the right to use the common elements, subject to the provisions, rules and restrictions provided for herein, in conjunction with other unit owners.

The ownership of each unit shall also include a perpetual easement of ingress and egress thereto along the roads and walkways designated on **Exhibit A** attached hereto.

(7) **Improvements** may be constructed on each unit. Each of such improvements shall constitute a part of such unit and such improvement shall be constructed substantially in accordance with the plans and specifications approved by the Board of Directors of the Association or its designated committee by way of a written permit, plus, any permits required from Hernando County or other governmental body.

Amended February 21, 1976

Recorded May 26, 1976

O.R. 0383, Page 0753

(a) An improvement which is to be used as living quarters by the owner shall be limited to a three-sided exterior structure which must be attached to the permanently located travel trailer. Paneling of interior walls shall be optional.

(This would align our Declaration to conform with Hernando County regulations imposed on us because of our special zoning. This does not affect existing structures, which were allowed by the county nor those which existed prior to May 1972 when the zoning regulations were adopted. According to the County Zoning Department non-conforming structures may remain in use, but may not be replaced).

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1028

(8) **Common Elements** - The common elements shall include, all recreation areas, recreation building, swimming pool, restrooms, water and sewer lines and water and sewer plants and other facilities for furnishing utility services to the condominium units and the common elements utility rooms and all utility services which are available to more than one condominium unit, lake, riding and walking trails, roads, drives and sidewalks; and all, of the above described land and improvements subject to this Declaration not included within the boundaries of the individual unit. Each unit or campsite owner shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit or campsite owners.

(9) **Common Expenses** - The common expenses shall include the costs of operation, maintenance and repair of the common elements including taxes thereon, fire and liability insurance as provided hereinafter, costs of management of the condominium, administrative costs of the Association including professional fees and expenses, cost of water, electricity and other utilities (not charged to specific condominium units) and supplies used in conjunction with the common elements and any other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing, and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the By-Laws. The common expenses shall also include the costs of garbage removal from each unit. The Board of Directors of Camper's Holiday Association shall approve plans for landscaping, exterior color, exterior decoration, exterior lighting, exterior finish and the appearance of the units of campsites and all structures as improvements thereon and no unit owner shall paint any exterior wall, door, window, patio, or any exterior surface, nor plant any plantings, nor erect any exterior lights, nor erect or attach any structures or fixtures within the common elements without the written consent of the Association. Each unit owner shall be liable for the payment of his share of the common expenses in accordance with the proportions as provided hereafter.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1028

2nd Amendment February 9, 1991

Recorded April 1, 1991

O.R. 0814, Page 1116

(10) **Percentage of Ownership and Share of Common Expenses** - Each unit campsite owner shall own an equal undivided share of the common elements, it being the intention hereof that if there are 100 units, each unit owner will own an undivided 1/100th of the common elements. Each unit campsite owner shall share common expenses and own common surplus equally, it being intended that if there are 100 units each unit owner would be responsible for 1/100th of the total common expenses as the same are herein above defined.

(11) **Association** - The Association, which will be responsible for the operation of the condominium, will be an unincorporated association known as **Camper's Holiday Association**. All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Hernando County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the Board of Directors of the Association consisting of not less than three (3) nor more than fifteen (15) members who shall be elected annually by the members entitled to vote. The Association shall have the power to make and collect assessments and to maintain, repair and replace the common elements and to mow and maintain the yard areas of the individual units. The Bylaws governing the operation of the condominium and of the Association are attached hereto, marked **Exhibit B** and by reference made a part hereof. No modification or amendment to these Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this

Declaration in accordance with the formalities set forth in paragraph 21 hereafter providing for amendments.

(12) **Voting Rights** - Each condominium unit shall be entitled to one vote, at meetings of the Association. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint owners.

(13) **Maintenance and Repair** - The responsibility for maintenance and repair shall be as follows:

(a) **By the Association** - The Association shall maintain repair and replace at the Association's expense all of the common elements and shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services.

Amended February 9, 1991

Recorded April 1, 1991

O.R. 0814, Page 1116

(b) **By the Unit Owner** - Each unit owner shall maintain in good condition and repair the interior and exterior of all structures and improvements within the boundaries of his unit (such as the surfaces of the walls, ceilings and floors) and shall maintain and repair all fixtures therein and thereon and shall pay for all utilities which are separately metered to his unit and the costs of all electricity used for purposes other than lighting.

(c) **General** - No structural additions, deletions or alterations shall be made to any unit or to the common elements without the prior written consent of the Association, acting through its Board of Directors. In the event an owner fails to properly maintain that portion of his unit he is required to maintain, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary and the costs thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for the unpaid assessments, plus interest at the same rate as set in Paragraph 17, Assessments and Liens.

Amended February 14, 1981

Recorded March 10, 1981

O.R. 0479, Page 0488

(14) **Destruction and Reconstruction** - The Association shall obtain and maintain fire and extended coverage insurance in a qualified insurance company upon all the insurable improvements which are common property or common elements for the highest insurable value thereof and the premium for such insurance coverage shall be assessed against the unit owners as part of their annual assessment. The Board of Directors of the Association shall have full authority to compromise and settle all claims against carrier and may institute legal proceedings for the collection thereof. Rebuilding shall commence as soon as, or if possible, before, funds are received from the insurance companies. In the event of a total or substantial destruction of an owner's unit structure the owners of the damaged or destroyed unit shall immediately cause and pay for the same to be repaired, replaced or totally removed. In the event of destruction of more than half of the Condominium improvements, on common property, the membership of the Association shall determine by two-thirds (2/3rds) majority vote whether to rebuild or whether the Condominium shall be abandoned and insurance proceeds apportioned among them and the Condominium property sold, or whether to take such other action as may seem appropriate.

Amended February 21, 1976

Recorded May 26, 1976

O.R. 0383, Page 0753

(15) **Restrictions, Easements and Appurtenances** - The following restrictions shall apply to and bind the condominium and each condominium units:

(a) Except as herein provided, use by a unit owner shall be limited to one-family residential usage and no commercial, professional, or business use shall be permitted.

(b) Unit owners who own, or have an interest in more than one (1) unit shall have the right to rent or lease not more than two (2) of their units. All rentals and/or leases of a unit may not exceed a total of more than six (6) months in any one year (365 day) period. Any exception to this rental provision must have the approval of all members of the Board of Directors of the Association in writing and on file.

Adopted February 11, 1984

Recorded March 26, 1984

O.R. 0545, Page 1819

(1) The term *one family* shall mean and be defined as not more than two (2) persons living together as a single housekeeping unit or no more than four (4) persons related by blood, marriage, or legal adoption, not more than two (2) of whom are not related by blood, marriage or adoption.

(2) In accordance with the Fair Housing Act, as of the effective date of this amendment, at least one person over fifty-five (55) years of age must be an occupant of at least eighty percent (80%) of the sites or units while any person occupies said site or unit. Persons *under* the age of fifty-five (55) *and more* than thirty-five (35) may occupy and reside in a site or unit as long as at least one (1) of the occupants is over fifty-five (55) years of age. The remaining twenty percent (20%) of the sites or units do not have to have one person fifty-five (55) years, but the minimum age restriction applies as set forth herein. No person under the age of eighteen (18) years of age shall be allowed to permanently reside in or occupy a site or unit. For purposes of occupancy by persons under eighteen (18) years of age, *permanent occupancy* shall mean occupancy more than fourteen (14) days in any calendar year. Notwithstanding anything to the contrary in the declaration or otherwise, the board shall have the authority to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendment Act of 1988, as amended from time to time.

(3) Unit and site owners shall have the right, in their absence, to rent their unit or site, to allow relatives and/or friends to occupy the unit and/or site on a temporary or seasonal basis. All rentals and/or leases of a unit or site shall not exceed a total of six (6) months in any one-year period. No such use shall be valid or effective until written approval of the use of the site is applied for with the association and proper registration of all occupants of the unit and/or site has been completed.

Amended February 10, 1986

Recorded March 14, 1986

O.R. 0602, Page 0466

Amended February 13, 1999

Recorded March 24, 1999

O.R. 1256, Page 1423

Any outside groups or organizations (such as Boy Scouts, Girl Scouts, Little League, etc.) visiting a unit owner or applying to the Association for a visit, must first obtain permission from the Board of Directors of the Association to use the common elements.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1029

Amended February 13, 1999

Recorded March 24, 1999

O.R. 1256, Page 1423

(b) Use of units within the condominium shall be limited to travel trailers, campers, motor homes of other types of recreational vehicles intended for overnight occupancy by human beings and such other structures as are mentioned in other provisions of this Declaration.

Amended February 21, 1976

Recorded May 26, 1976

O.R. 0383, Page 0754

(c) No signs of any description or nature shall be displayed by any unit owner, except with the written consent of the Association Board of Directors, except that the Developers may display on the property such signs as may be deemed desirable for advertising the condominium units until such time as all the units shall have been sold by the Developers.

(d) The occupants of the condominium units shall not permit loud and objectionable noises, obnoxious odors, or offensive household pets to emanate from or occupy the premises and each unit owner shall keep his unit free of debris, trash, junk or other unsightly or noxious substances.

(e) A domestic dog or cat may be kept on a unit and walked on common property provided they are held on a leash not exceeding ten (10) feet. When walking said pet off owner's unit, owner must clean up after pet.

Amended February 19, 1983

Recorded March 24, 1983

O.R. 0520, Page 0537A

(f) The occupants and owners of each unit shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association's Board of Directors.

(g) No auxiliary buildings or structures except as specifically permitted in paragraph 7 of this Declaration shall be erected, constructed or maintained on any unit, and no wires, antennas, clotheslines, or other equipment or structures shall be erected, constructed or maintained on the exterior of the buildings on any unit or on or in any of the common elements, except such as may be installed by Developers, or, upon the written consent of the Developers or the Association's Board of Directors.

(h) No unit owner shall permit or suffer anything to be done or kept on or in his unit, which will increase insurance rates on his unit or on the common property.

(i) No unit owner shall commit or permit any nuisance, immoral or illegal act in or on his unit or in or on the common elements.

(j) All unit owners shall conform to and abide by the Bylaws and the uniform rules and regulations adopted for the safety, health and welfare of all persons in regard to the use of the units and the common elements which may be adopted from time to time by the Association through its Board of Directors.

(k) The Board of Directors of the Association acting in its official capacity, or its duly appointed agent, shall have the right to enter any unit at any reasonable time for the purpose of maintenance, inspection, and repair of the yard areas within the units or the common elements therein or accessible therefrom, or to determine compliance with the Condominium Act, this Declaration or the Bylaws and regulations of the Association.

(l) All plumbing and electrical repairs within a unit shall be the responsibility of the owners of the unit, and the Association shall pay for and be responsible for repairs in electrical wiring within the common elements.

(m) No unit owner shall dispose of trash and garbage other than in receptacles provided therefore pursuant to the Bylaws of the Association; and all common ways shall be maintained free of obstruction.

(n) No unit shall be divided or subdivided and no structural alterations or changes shall be made therein without the prior written consent of the Board of Directors of the Association.

(o) Each unit owner shall have a perpetual easement for ingress and egress to and from their units over walkways, driveways, and other common elements from and to the public roadway bounding the condominium property.

(p) No fences or barricades shall be permitted in or on any unit. This, however, shall not be construed to prohibit landscaping of a unit with trees and nonpoisonous bushes along the front and sides to a height not to exceed 10 feet.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1029

(16) Liability Insurance - The Association shall obtain and maintain public liability insurance covering all of the common elements and units and insuring the Association and the unit owners as their interests may appear, with minimum limits of \$300,000/\$500,000 or such greater amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be assessed against the unit owners as part of the annual assessment. The Association, through the Board of Directors, shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

(17) Assessments and Liens - The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit will be responsible for its proportionate share of such annual assessment based upon its pro-rata liability for expenses as herein set forth. One year of each unit's annual assessments shall be due and payable in advance, to the Association on the last day of the first month of each fiscal year. In addition, the Board of Directors of the Association shall have the power to levy special assessments against each unit, if necessary, to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the rate of **one percent (1%) per month simple interest** and the Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments and a claim of lien shall be recorded in the public records of Hernando County on the last day of the fiscal year which shall include accrued interest and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time. Any condominium fees paid using a check that is **NOT** drawn on a U.S. account, will incur a processing fee equal to the current rate charged by the Association's Bank. The only exception to this would be for those condominiums fees paid in January for the entire year. **Any** check that is returned due to Non-Sufficient Funds (NSF) will also incur a processing fee equal to the current rate charged by the Associations Bank.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1030

Amended April 19, 2007

Recorded July 19, 2007

O.R. 2469, Page 1277

(18) Rights of Developers

Deleted. No longer appropriate

(19) Sale, Transfer, Lease or Occupation of Unit - In recognition of the close proximity of the respective condominium units and the mutual utilization and sharing of the common elements, and, the compatibility and congeniality which must exist between the unit owners in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer or lease shall be valid and effective and before someone other than a member of the owner's immediate family may use such unit. Such approval shall not be unreasonably withheld but shall be based upon good moral character, social compatibility, and financial responsibility of the proposed purchaser, transferee, or lessee or occupant. A waiver of these provisions or the

failure to enforce it in any particular instance shall not constitute a waiver or stop the Association from enforcing these provisions in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors.

In the event the Board of Directors fails to act within sixty (60) days or disapproves of the proposed transaction, and if the unit owner still desires to do so, he shall, thirty (30) days before such sale or transfer, give written notice to the secretary of the Association of his intention to sell or transfer on a certain date, and the bonafide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase on the terms and conditions in the notice provided that they so notify the secretary of the Association in writing at least ten (10) days before the date of the intended sale, which information the Association shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice, accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice. If the unit owner fails to comply with the terms hereof, any other member shall have the right to redeem from the purchaser, subject to his reimbursing the purchaser for any monies expended, and immediately after such reimbursement the purchaser shall convey all his right, title and interest to the member making the redemption.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of institutional first mortgagees, or to voluntary conveyances to institutional first mortgagees.

Amended February 21, 1976

Recorded May 26, 1976

O.R. 0383, Page 0755

(20) Resident Agent – The Board of Directors of Camper's Holiday Association shall appoint a resident agent whose name and address shall be recorded in the Official Record Book in Hernando County, State of Florida.

Amended February 14, 1981

Recorded March 10, 1981

O.R. 0479, Page 0488

(21) Amendments - This Declaration may be amended at any time by Affirmative Vote of the Condominium units provided:

(a) The proposal has been mailed or delivered by the Secretary at least thirty (30) days prior to each member with a voting right.

(b) There has been received an affirmative vote of two-thirds (2/3rds) of the votes cast either in person, by mail, or by proxy.

(c) The meeting has been officially recognized by a quorum of a minimum of 151 votes. No amendment or alteration shall be valid unless set forth in or annexed to an amendment to the Declaration of Condominium and duly recorded in the Public Records of Hernando County, Florida, as required by the Condominium Act.

Amended April 26, 1975

Recorded July 7, 1975

O.R. 0385, Page 0144

(22) Termination

~~Deleted. No longer appropriate~~

Amended April 26, 1975

Amended April 19, 2007

Recorded July 7, 1975

Recorded July 19, 2007

O.R. 0385, Page 0144

O.R. 2469, Page 1277

(23) **Binding Effect** - All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked.

Amended April 26, 1975

Recorded July 7, 1975

O.R. 0385, Page 0144

(24) **Severability** - If any provision of this Declaration or the Bylaws attached hereto or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration and the Bylaws attached hereto, and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

(25) **Developers**

Deleted. No longer appropriate

Amended April 19, 2007

Recorded July 19, 2007

O.R. 2469, Page 1278

(26) **Scope** - These restrictions, reservations, covenants, conditions shall be binding upon and inure to the benefit of unit owners and heirs, personal representatives, successors, assigns and any claiming by, through or under any unit owner.

Signed, Sealed and Delivered in the presence of:

This section had the signatures from the original document.

Developers

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, personally appeared, LYNN A. MOREY, JR., and MARGUERITE F. MOREY, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named CAMPER'S HOLIDAY OF AMERICA, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 30 day of November, 1967.

NOTARY PUBLIC

My Commission Expires:
Notary Public State of Florida At Large
My Commission Expires Feb. 19, 1971
Bonded Through Fred W. Dilgrelhorst

BYLAWS
of
CAMPER'S HOLIDAY ASSOCIATION

An Unincorporated Association Existing
Pursuant to the Florida Condominium Act

I. Principal Office

The principal office of the Association shall be located at Camper's Holiday, in Hernando County, State of Florida. The address of the principal office may be changed at the discretion of the Board of Directors.

II. Membership

1. **Members** - All persons owning a vested present interest in the fee title to any of the condominium units in Camper's Holiday, a condominium existing pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, which interest is evidenced by duly recorded proper instrument in the Public Records of Hernando County, Florida, shall automatically be members of this Association and their respective memberships shall automatically terminate as their vested interest in the fee title terminates.

Amended April 19, 2007

Recorded July 19, 2007

O.R. 2469, Page 1278

2. **Voting Rights** - Each condominium unit shall be entitled to one vote and any such vote may be cast by person or by limited proxy executed in writing and filed with the Secretary. In the event of a joint ownership of a condominium unit by more than one person, the vote to which the unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint owners.

3. **Annual Meeting** - An Annual Meeting of the Members shall be held at the principal office of the Association or at such other place in Hernando County as may be designated by the Board of Directors at such hour and on such date during the month of February as may be designated by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the Meeting.

Amended February 21, 1972

Recorded October 31, 1972

O.R. 0302, Page 0570

4. **Special Meetings** - Special meetings may be called by the President or by the Board of Directors, or by request of two-thirds (2/3rds) of the voting rights of the members, for any purpose and at any time or place. Notice of special meetings shall be mailed or delivered by the Secretary at least five (5) days before such meeting to each member at his address as shown in the Association records, which notice shall state the purpose of such meeting.

5. **Quorum** - A majority of the voting rights represented in person, by mail, or by proxy shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the Secretary.

EXHIBIT B

III. Board of Directors

1. **Powers** - The affairs of the Association shall be managed by the Board of Directors, who must be members of the Association and who shall act without compensation unless otherwise provided by resolution of the membership.

2. Number - There shall be nine (9) Directors, beginning in 2009; the five (5) Directors with the highest number of votes will be elected to a two year term and the four (4) Directors with the lowest number of votes will be elected for a one year term. In 2010, four (4) Directors will be elected for two year terms; in 2011 five (5) Directors will be elected for two year terms, and said pattern shall continue indefinitely, thus establishing staggered terms of two-years for all nine (9) Directors.

Amended February 21, 1972
Amended February 9, 1991
Amended November 20, 2008

Recorded October 31, 1972
Recorded April 1, 1991
Recorded December 1, 2008

O.R. 0302, Page 0570
O.R. 0814, Page 1116
O.R. 2612, Page 0696

3. Regular Meetings - An organizational meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board.

Amended April 19, 2007

Recorded July 19, 2007

O.R. 2469, Page 1278

4. Special Meetings - Special meetings may be called by the President or any director for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors.

5. Quorum - A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. A director shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the Secretary.

6. The Roberts Rule - Roberts Rules of Order shall prevail, unless suspended by a voice vote of the simple majority of the elected officers present at the meeting.

Amended February 18, 1978.

Recorded March 20, 1978

O.R. 0419, Page 0562

IV. Officers

1. Number - The officers shall be a president, one or more vice-presidents as determined by the Board of Directors, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as may be deemed necessary may be elected by the Board of Directors. No two offices may be held by the same person. Officers must be members of the Association and the president must be a member of the Board of Directors. All officers, with the exception of the secretary and treasurer, shall act without compensation.

Amended February 14, 1981
Amended July 19, 2007

Recorded April 2, 1981
Recorded July 19, 2007

O.R. 0480, Page 1381
O.R. 2469, Page 1274

2. Election and Term - Each officer shall be elected annually at the first meeting following the annual meeting of members and shall hold office until his successor shall have been elected and qualified, unless sooner removed by the Board of Directors.

3. President - The president shall be the principle executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of directors. He shall sign all documents and instruments in behalf of the Association.

4. Vice-Presidents - In the absence of the president, the vice presidents, successively, in the order designated, shall perform the duties of the president, and when no acting, shall have all the powers and responsibilities of the president. The vice presidents shall, moreover, perform such duties as may be designated by the Board of Directors.

5. Secretary - The secretary shall countersign all documents and instruments in behalf of the Association, record the minutes of meetings of members and directors, and give notices

required by these Bylaws. He shall have custody and maintain the records of the Association, other than those maintained by the treasurer.

6. Treasurer - The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain financial records of the Association. The treasurer shall be bonded by a surety company acceptable to the Board of Directors in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds. At the discretion of the Board of Directors, the functions of the treasurer may be delegated to and performed by a bank or other such financial institution, In which event, no bond will be required.

7. Nominations - The president shall appoint a Chairman of a Nominating Committee at the October Meeting, who will subsequently appoint a Nominating Committee of at least three (3) members in addition to himself/herself. The names of the Chairman and Committee shall be published. Members of the Association may suggest candidates to the Committee.

Amended February 18, 1978
2nd Amendment February 14, 1987

Recorded March 20, 1978
Recorded May 26, 1987

O.R. 0419, Page 0562
O.R. 0651, Page 0674

V. Manager and Employees

The Board of Directors may employ the services of a manager or other employees or agents as they shall determine appropriate to actively manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Notwithstanding anything contained in these Bylaws to the contrary, the provisions contained in the Declaration of Condominium relative to professional management of the condominium during its formative years shall control.

VI. Contracts and Finances

1. Contracts - The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

2. Loans - No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

3. Checks, Drafts, Etc. - All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. Deposits - All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

5. Fiscal Year - The fiscal year of the Association shall begin on the first day of January of each year.

VII. Vacancies

A vacancy in any office or in the Board of Directors shall be filled by the Board of Directors, although less than a quorum remains by reason of such vacancy. Such vacancies in the Board of Directors shall be filled by those non-elected nominees from the previous annual meeting and the order of selection shall be according to the order in which the non-elected nominees finished

in the voting, if none of the above accept the opportunity to fill a Board vacancy, the Board will use its discretion for other choices.

Amended February 16, 1980

Recorded May 28, 1980

O.R. 0462, Page 1030

VIII. Amendments

Bylaws may be altered or repealed or new Bylaws adopted by majority vote of the voting rights at the annual meeting or at any special meeting of the members **provided**, that during the first three years from the date of the Declaration or until the Developers sell all of the condominium units, whichever occurs first, no modification or amendments shall be effective without the written consent of the Developers, its successors or assigns. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration of Condominium and duly recorded in the Public Records of Hernando County, Florida, as required by the Condominium Act.

IX. Regulations

The Board of Directors may, from time to time, adopt such administrative rules and regulations governing the details of the operation of the Condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements as may be deemed necessary and appropriate from time to time to assure the safety and enjoyment of all unit owners and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, and these Bylaws.

X. Removal of Directors and Officers

1. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

2. Any officer may be peremptorily removed by vote of at least two-thirds of the directors of the Association at any regular or special meeting of the Board of Directors.

XI. Assessments and Collection

The Association shall have the power to make and collect assessments against the unit owners for their share of the common expenses. Any assessments which are not paid when due shall bear interest from the due date until paid at the same annual rate as set in Declaration of Condominium, *Paragraph 17, Assessments and Liens*, and the Association shall have all the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include accrued interest and reasonable attorney fees incurred by the Association incident to the collection of such assessments of the enforcement of such liens.

Amended February 14, 1981

Recorded April 2, 1981

O.R. 0479, Page 0487