

**Proposed Amendments to the Declaration of
Mt. Olive Shores North II Owners' Association, Inc.**

Additions, indicated by underlining

Deletions indicated by ~~strike-throughs~~ (--)

Unaffected omitted language indicated by ellipsis (...)

Section 5.13 Water Supply; Wells; Water Rights.

Each Living Unit may be equipped with dual water lines, one of which shall be designated to utilize non-potable water ~~in the sole and absolute discretion of the Declarant~~ unless you utilize well water as set forth herein. A Lot Owner may be required to use non-potable water for irrigation purposes if required by the laws or regulation of any governmental entity or agency or Declarant and Board of Directors. However non-potable water may not be utilized for the common area ponds. All underground irrigation systems, if required by the laws or regulations of any governmental entity or agency to use non-potable water, must be connected to the non-potable water line and all outside spigots must be connected to the non-potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing potable water service to the Community. ~~No Owner~~ However an Owner may install or operate a private well. ~~The Declarant, and its heirs, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Lands for any legal purpose, including the transport and use of such waters beyond the Lands, and the conveyance of any Lot or Living unit by Declarant does not include the right to develop or utilize any ground water or sub-surface water resources within such Lot or Living Unit.~~ if the County or City permits the installation of the same.

Section 5.15 Antennas and Flag Poles; Display of Flags.

(A) ~~No~~ Outside television, radio, or other ~~electronic towers, aerials, antennae, satellite dishes or device~~ devices of any ~~type~~ for the reception or transmission of radio or television broadcasts or other means of communication (for example WIFI) ~~shall herein after be~~ may be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly ~~approved~~ disapproved in writing by the Declarant ~~except that this prohibition shall not apply to those antennae specifically covered by the federal Telecommunications Act of 1996, as amended from time to time~~ Association. ~~The Developer, until it owns no Lot in the Community and then the Association, shall be empower to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. No tower type antenna is permissible. The Developer, until it owns no lots in the Community and then the Association, may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible form the street or neighboring properties, and integrated with the Living Unit and surrounding landscape, to the extent that reception of an acceptable signal would not be lawfully impaired by such rules.~~

The Association is empowered to adopt and enforce reasonable rules governing the types of antennae and restrictions relating to safety, location and maintenance of antennae. The installation location of permissible dishes or antennae shall be integrated with the Living Unit and surrounding landscape (to side or rear locations to the extent possible that reception of an acceptable signal would not be unlawfully impaired by such rules). Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. **Transmitting antennas must not interfere with any Owners' television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment.**

(B) In accordance with the laws of Florida and notwithstanding anything to the contrary contained herein, any Owner may display ~~one portable, removable United States flag or official flag of the State of Florida~~ in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful manner portable, removable official flags, ~~not larger than 4 ½ feet by 6 feet, which represent the United States Army flag, official flag of the State of Florida and/or official flag which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.~~ **An approved flagpole shall not be used to mount an antenna.** The rights of Owners to display flags, ~~such as those rights set forth in the immediately preceding sentence,~~ shall be subject to and in accordance with ~~the laws of the State of Florida~~ **Florida State laws** as they exist on the date of recording of this Declaration or as they may subsequently be amended from time to time without the necessity of further amendment to this Declaration.

Section 5.16 Outdoor Equipment.

The Community is an upscale RV subdivision not a trailer park or campground, therefore, all garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, ladders, tools, storage containers, coolers, bicycles, and other such items or must be placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities items and maintained by the Owner. All loose "items" and storage containers must be secured to resist high winds. An approved storage facility includes only those structures which are fully enclosed so as to hide the contents from public view.

Section 5.20 Solar Collectors; Roof Vents.

Solar collectors, roof vents/**solar powered roof vents, solar light tubes** and or other installations on the roofs of Structures are ~~prohibited, except as may be allowed as may be permitted by Florida law.~~ Notwithstanding the foregoing, ~~initially the Declarant, and subsequently the Association and Architectural Review Committee,~~ in order to promote and

preserve the architectural uniformity and ~~the~~-aesthetic appearance of the Community shall have the right pursuant to Florida law to determine the specific location where solar collectors, roof vents and other such installations may be installed on the roofs of Structures provided that such determination does not impair the effective operation of the solar collectors, roof vents, and other installations on the roofs of Structures such equipment.

Section 5.21 Signs.

Unless expressly permitted by the Association through the Board of Directors, No signs, banners, billboards or advertisements of any kind, including without limitation, those realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows of Living Units, including RV Residences, and on motor vehicles ~~except that the Declarant or a realtor chosen by Declarant in its sole and absolute discretion shall have the right to erect signs as it, in its discretion, deem appropriate.~~ The Association has permitted the installation of a specifically formatted For Sale sign that may be placed on Developed Lots within the Community, but is not permitted to be displayed on vacant lots. If any sign is erected in violation of this provision, ~~the Declarant or the Association~~ shall have the right to enter the property on which the sign is located and remove it, ~~as well as levy a fine of One Hundred and No/100 Dollars (\$100.00) per day for each day's violation and suspend the violator's use privileges of the Common Areas.~~ Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the Owner of the property on which the sign is located. The foregoing shall not apply to signs, banners, flags, billboards or advertisements ~~used or erected by the Declarant,~~ approved by the Association through the Board of Directors, nor to entry and discretionary signs installed by ~~Declarant,~~ and signs required by law.

Section 5.22 Trucks, Commercial Vehicles, Recreational Vehicles/Motor Homes, Mobile Homes, Boats, Campers, Trailers, Motorcycles and Other Vehicles.

(A) No commercial vehicle of any kind shall be parked ~~in~~ within the Community except for construction or service vehicles temporarily present on business. Disabled vehicles, inoperative vehicles, unlicensed vehicles, or vehicles in disrepair or showing rust or needing paint, may not be parked in the Community unless kept inside a fully enclosed Structure. For purposes of this paragraph only, an open motorhome port/carport shall not be deemed a Structure. No work on any vehicle shall be permitted within the Community except within an enclosed Structure. Additionally, storage covers for motorhomes Class B's, C's, Fifth Wheels and trailers are not allowed within the Community.

(B) No boats, boat or utility trailers, semi-tractor trailers, house trailers of any kind, campers (pop-ups or otherwise), motor homes, recreational vehicles (except RV Residences which are allowed on a pad and Class B's, C's, and Fifth Wheels which must be under a covered port as permitted herein), buses, truck campers, disabled vehicles, inoperative vehicles, unlicensed

vehicles, or vehicles in disrepair or showing rust or needing paint, may **not** be parked or kept in the Community unless kept fully enclosed inside a Structure ("Restricted Vehicles"). For purposes of this paragraph only, an open carport shall not be deemed a Structure. Campers, buses, motor homes, recreational vehicles (other than RV Residences ~~which are allowed~~ **and Class B's, C's, Fifth Wheels which must be under a covered port, truck campers,** and the like are permitted to be parked in the Community temporarily for loading and unloading purposes only and in no event shall any vehicle be parked in any street other than on a temporary basis. Vehicles that are not Restricted Vehicles may be parked in the driveway of a Living Unit but such practice is discouraged because of the resulting aesthetic diminution of the Community. Developer until it owns no Lots in the Community, and thereafter the Association, reserves the right to enact rules that would prohibit the parking of any vehicle in a Living Unit's driveway, ~~other than on a temporary basis. Notwithstanding the foregoing, Developer in its sole and absolute discretion, may but is not obligated to:~~ (1) designate a portion of the Community wherein homes will be constructed with a parking garage in which a motor home or recreational vehicle (which is not a RV Residence) may be parked; and (2) promulgate rules without amending this Declaration which would permit parking on driveways of Living Units by vehicles owned by guests of an Owner. The rights of Developer set forth in the immediately preceding sentence shall exist for so long as Developer owns any Lots in the Community and thereafter the Board of Directors may promulgate such rules. The Developer may in its sole and absolute discretion later amend this Declaration to reflect the Lot numbers where the type of parking garage and motor home or recreational vehicle parking described in (1) above is permitted. Motorcycles with appropriate noise arresting systems are allowed in the Community, however such motorcycles may be driven only for purposes of ingress and egress from outside the Community directly to the Living Unit and from the Living Unit to a location outside the Community. No work on any vehicle shall be permitted within the Community except in an enclosed Structure.

(C) No motor vehicle shall be parked anywhere other than on paved or ~~other~~ areas designated for that purpose, ~~or in garages.~~ Parking on lawns or landscaped areas is prohibited, except for construction/contractor vehicles on a short time basis. All vehicles, to include attached "Toy Hauler" trailers, parked on paved driveways or pads must be at least eight (8) feet from the road right-of-way at all times.

(D) ~~No motor vehicle shall be used as a domicile or residence, either permanent or temporary, other than a RV Residence as a residence as permitted and contemplated herein.~~ Motorcycles with appropriate noise arresting systems are allowed in the Community; however, such motorcycles may be driven only for purposes of ingress into and egress from the Community (directly to the Living-Unit and from the Living-Unit to a location outside the Community).

(E) Paragraphs (A) through (D) shall not be deemed to prohibit any temporary facility permitted by Section 5.14 above. No motor vehicle shall be used as a domicile or residence, either permanent or temporary, other than a RV Residence, Class B's and C's, Fifth Wheels as a residence as permitted and contemplated herein.

(F) ~~Any vehicles parked in violation of this Section 5.22 shall be subject to being towed away at the owner's expense.~~ **Trailer Parking within the Community:**

1. Enclosed Trailers.

a. On a pad Lot or at a Lot location without an RV port or enclosed garage:

An enclosed trailer may be parked behind or beside a motorhome on a paved surface. It must be at least eight (8) feet from the road right-of-way at all times. With prior written consent, an enclosed trailer may be left on a improved Lot for 10 days without a motorhome present; open Lots are not to be used as a permanent trailer storage area.

b. At a Lot with a RV port or garage:

An enclosed trailer must be kept parked/stored under cover. Such a trailer may be parked at a Lot for 48 hours for loading or unloading; however, if it must be parked in the 8 foot right-of-way or on the road, it must be marked with orange cones for safety purposes.

2. Open Trailers and Tow Dollies. These types of trailers may not be stored or parked in the open on any Lot within the Community other than the Community's Trailer Storage Area, except for 48 hours to load or unload; if it must be parked in the 8 foot right-of-way or on the road, it must be marked with orange cones for safety purposes.

(G) Any vehicles parked in violation of this Section 5.22 shall be subject to being towed away at the owner's expense. Likewise, any vehicle or trailer stored in Community's Trailer Storage Area that is either abandoned or for which storage fees have not been paid shall be subject to being towed away at the owner's expense.

9. **Section 5.22.1 Recreational Vehicles (RVs).** Notwithstanding to the contrary contained herein, the community was designed especially for those who enjoyed the freedom and camaraderic of the recreational vehicle lifestyle. Not a trailer park, campground, time share or ~~condo~~, the Community is a deeded lot development with a unique land use plan and recorded restrictions which invited the owners of all classes and types of RVs (Class A, B and C Motorhomes; **and** 5th Wheel Trailers, ~~Van Campers and Travel Trailers~~) and even those without an RV. The development deed restrictions allow for the construction of:

(The remainder of the Declaration is unchanged.)