

PREPARED BY AND RETURN TO:
THE RUGGIERI LAW FIRM, P A
111 N ORANGE AVE. SUITE 725
ORLANDO, FL 32801

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF
THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XIX CONDOMINIUM
ASSOCIATION, INC.**

WHEREAS, those certain Articles of Incorporation of The Great Outdoors Premier R.V./Golf Resort XIX, Condominium Association, Inc., were previously caused to be recorded at Official Records Book 5544, Page 5250, Public Records of Brevard County, Florida (hereinafter referred to as "Articles"); and

WHEREAS, Section 13.1 of the Articles provides that it may be amended by resolution of the Board of Directors and thereafter presented to the Membership at a meeting of the Members, whereupon the amendment must receive the affirmative vote of a majority of the votes of members entitled to vote thereon; and

WHEREAS, The Great Outdoors Premier R.V./Golf Resort XIX Condominium Association, Inc. (hereinafter "Association") provided notice to all Members of the Association of a meeting of the Members which took place on the 11th day of February, 2021, notice of which included a complete, true and correct copy of the attached First Amendment, presented to the Members as required by 718.110(1)(b), Florida Statutes; and

WHEREAS, the First Amendment was approved by unanimous vote of the Board of Directors and likewise received the approval of greater than a majority of the Unit Owner Members appearing in person or by proxy at the foregoing meeting of the Members;

NOW, THEREFORE, BE IT CERTIFIED that the attached First Amendment to the Articles of Incorporation of The Great Outdoors Premier R.V./Golf Resort XIX, Condominium Association, Inc., was duly approved at the foregoing meeting of the Members.

IN WITNESS WHEREOF, The Great Outdoors Premier R.V./Golf Resort XIX Condominium Association has caused this Declaration to be duly executed this 13 day of April, 2021.

The Great Outdoors Premier R.V./Golf
Resort XIX Condominium Association, Inc.,
a not for profit Florida corporation

By:  (sign)

Leon F. LeBeau (print), President

Executed in the presence of:

Donna Edinger

Address: 100-D Plantation Drive

Print name: Donna C Edinger

Titusville, FL 32780

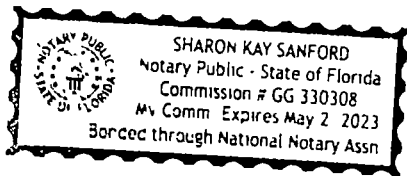
Monica Pappas

Print name: Monica Pappas

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing was acknowledged before me, this 13 day of April, 2021
by Leon LeBlanc, as Resident The Great Outdoors Premier
R.V./Golf Resort XIX Condominium Association, Inc., a not for profit Florida corporation, on its
behalf, who is () personally know to me or () has produced
_____ as identification.

[SEAL]



Sharon K Sanford

Notary Public Signature

Print Name: Sharon K Sanford

My Commission Expires: 5.2.2023

**FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
THE GREAT OUTDOORS PREMIER R.V./GOLF
RESORT XIX CONDOMINIUM ASSOCIATION, INC.**

THIS FIRST AMENDMENT to the Articles of Incorporation of the Great Outdoors Premier R.V./Golf Resort XIX Condominium Association, Inc. is made this 11th day of February, 2021, by THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XIX CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Condominium Association").

WHEREAS, the Developer executed and recorded that certain Declaration of Condominium of The Great Outdoors Premier R.V./Golf Resort XIX, a Condominium dated September 28, 2005, as recorded in Official Records Book 5544, Page 5183 *et. seq.*, as subsequently amended of record (the "Declaration"); and

WHEREAS, the Articles of Incorporation of the Great Outdoors Premier R.V./Golf Resort XIX Condominium Association, Inc. (the "Articles") are included as Exhibit B to the Declaration;

WHEREAS, Section 13.1 of the Articles provides that amendments to the Articles shall be proposed by the Board of Directors and approved at a meeting of the membership of the Association by the affirmative vote of a majority of the votes of members entitled to vote thereon; and

WHEREAS, attached as Exhibit A is the Certificate of the Association Secretary that this First Amendment was approved in accordance with the Articles; and

NOW, THEREFORE, the Articles are hereby amended as follows:

1. ARTICLE 2 is amended as follows:

ARTICLE 2

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the corporation is: ~~125-100-D~~ Plantation Drive, Titusville, Florida 32780.

2. Section 10.1 is amended as follows:

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less

than three (3) directors. Directors ~~need not~~shall be members of the Association ~~or residents of units in the Condominium.~~

3. ARTICLE 11 is amended as follows:

ARTICLE 11

INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of non contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section ~~10-11.1~~ above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article ~~10~~11.

11.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other right to which those seeking may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has

caused to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

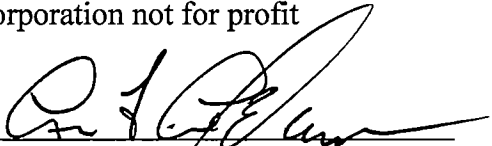
11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article ~~10~~11 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

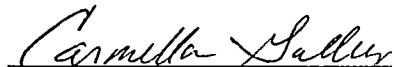
6. Except as otherwise provided herein, all other terms of the Articles shall remain in full force and effect.

Witnessed by:

THE GREAT OUTDOORS PREMIER
R.V./GOLF RESORT XIX
CONDOMINIUM ASSOCIATION, INC., a
Florida corporation not for profit

By:

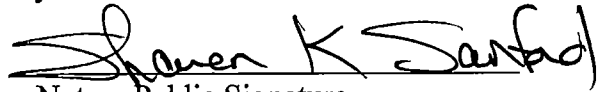

Leon F LeBlanc, President


Carmella Galley
Witness Sign and Print Name


Monica Pappas
Witness Sign and Print Name

STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was executed before me this 24 day of April, 2021, by Leon LeBlanc, as President of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XIX CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not for profit, on behalf of the corporation, who is personally known to me.


Notary Public Signature

[SEAL]

