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This instrument prepared by *Return to:*
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 P. O. Box 320757
 Cocoa Beach, FL 32932-0757

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs. 7	#Names: 2	
Trust: 4.00	Rec: 29.00	Serv 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**SECOND AMENDMENT
 TO DECLARATION OF CONDOMINIUM OF
THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT X
A CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT X, A CONDOMINIUM (the "Amendment"), is made this 20th day of March, 1996, by THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT, INC., a Florida corporation (the "Developer"), pursuant to the authority reserved in Article 6 of that certain Declaration of Condominium of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT X, A CONDOMINIUM, recorded on November 29, 1994, in Official Records Book 3437, Page 4269, as amended by First Amendment recorded on March 29, 1995, in Official Records Book 3465, Page 4325, Public Records of Brevard County, Florida, (the "Declaration");

1. Section 1 Introduction and Submission, Paragraph 1.1 The Land is hereby deleted in its entirety and the following is substituted therefor:

1.1 The Land. The Developer owns the fee title to certain land located in Brevard County, Florida, more particularly described on Pages 3 through 5 of Exhibit A attached hereto, and all of which are hereinafter referred to as the "Land."

2. Section 3 Description of Condominium, Paragraph 3.1 Identification of Units is hereby deleted in its entirety and the following is substituted therefor:

3.1 Identification of Units. The Land will have constructed thereon eighty-seven (87) Resort Homes and Cottage Homes. However, the lots identified on Exhibit A constitute eighty-seven (87) units (the "Units"). Each Unit is identified by a separate designation set forth on Sheets 1 through 17, inclusive, of Exhibit A attached hereto. Exhibit A consists of a survey of the Land and a graphic description of the Improvements located thereon including, but not limited to the Units and a plot plan thereof. Exhibit A, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time; and, (d) other appurtenances as may be provided in this Declaration.

3. Section 3 Description of Condominium, Paragraph 3.4, Easements, Subparagraph (b) Utility and Other Services; Drainage, is hereby deleted in its entirety and the following is substituted therefor:

b) Utility and Other Services; Drainage. Easements for utility and other services are reserved under, through and over the Common Elements as may be required from time to time to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other



services or drainage facilities or the use of these easements. The Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall be made on not less than one (1) day's notice.

4. Section 5, Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights, Section 5.2, Voting, is hereby deleted in its entirety and the following is substituted therefor:

5.2 Voting. Each Unit shall be entitled to one vote in Condominium Association matters to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Condominium Association.

5. Section 9 Additions, Alterations or Improvements by Unit Owners, 9.1 By Non-Developer Unit Owners, of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

9.1 By Non-Developer Unit Owners. No Unit Owner other than the Developer shall make any structural addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Element, without the prior written consent of the Architectural Review Committee of the CSA ("ARC"). The ARC shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the ARC's consent. Once the ARC has consented, any proposed additions, alterations and improvements which would materially change the configuration or size of any unit or materially alter or modify the appurtenances of the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common elements must be approved by a majority of Unit Owners. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance and repair thereof from and after that date of installation or construction thereof as may be required by the Association.

6. Section 9, Additions, Alterations or Improvements by Unit Owners, Paragraph 9.2 By the Developer, Subparagraphs a) and



b) are deleted in their entirety and the following is substituted therefor:

9.2 By the Developer.

a) Generally. The restrictions and limitations set forth in this Section 9 shall not be applicable to Units owned by the Developer. The Developer shall have the additional right to (a) make alterations, additions or improvements, structural and non- structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), (b) move and modify piping and other fixtures located within the Common Elements but serving exclusively a Unit or Units owned by the Developer, and (c) provide additional and/or expand and/or alter recreational facilities. Provided, however, any proposed additions, alterations and improvements which would materially change the configuration or size of any unit or materially alter or modify the appurtenances of the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common elements must be approved in writing by the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment.

b) Changes in Developer-Owned Units. Without limiting the generality of the provisions of Paragraph 9.2(a) above, the Developer shall have the right, with the written consent of all the record owners of the affected units and all record owners of mortgages or other liens to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) change the size and/or number of Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) providing, however, that the percentage interest in the Common Elements or share of the Common Surplus and the Common Expenses of any capitalized Units shall not be changed by reason thereof unless the Owners of such Units shall consent thereto. Provided further that the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing, and provided further that any proposed additions, alterations and improvements which would materially change the configuration or size of any unit or materially alter or modify the appurtenances of the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common elements must be approved in writing by the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment. Any amendments to this Declaration required by actions taken pursuant to this Section 9.2(b) may be affected by the Developer alone.

7. Section 10 Operation of the Condominium by the Association; Powers and Duties, and Subparagraph 10.1(b) are

hereby deleted in their entirety and the following substituted therefor:

Section 10 Operation of the Condominium by the Association; Powers and Duties. The Association shall be responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation of the Association and its By-Laws (copies of which are attached hereto as Exhibits C and D, respectively), as amended from time to time.

10.1 Powers and Duties. In addition, the Association shall have all the powers and duties set forth in the Act as subsequently amended, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

...

b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.

8. Section 12 Collection of Assessments, 12.2 Default in Payment of Assessments for Common Expenses, a) Default in Payment of Assessments, of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

12.2 Default in Payment of Assessments for Common Expenses.

a) Default in Payment of Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. In addition to interest, the Association may charge a late fee of \$25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to costs and attorney's fees incurred in collection, and then to the delinquent assessment. This shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying payment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on it including interest thereon at the highest lawful rate and for reasonable attorney's fees and costs incurred by the Association in connection with the collection of the Assessments or enforcement of the lien. The lien is effective from the date of the recording of this Declaration. To be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the association, the amount due and the due dates. However, as to first mortgagees of record, the lien is effective from and after the date of recording a claim of lien as provided in Subsection 12.2(b), below.

9. Section 12 Collection of Assessments, 12.6 Developer's Liability for Assessments, of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

12.6 Developer's Liability for Assessments. The Developer guarantees that a Unit Owner's assessments shall not exceed \$5.75 per quarter until after December 31, 1995. The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending December 31, 1995. The Developer has the option to extend the guarantee for up to three (3) additional one-year periods, through December 31, 1998. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

10. Section 16 Residential Occupancy and Use Restrictions, and Paragraphs 16.1 and 16.2 are deleted in their entirety and the following substituted therefor:

Section 16 Residential Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Units in the Condominium Property shall be restricted as follows:

16.1 Occupancy of Units. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Unit. In no event shall occupancy (except as provided in Subsection 16.15) exceed two (2) persons per each bedroom in the Units. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The restrictions in this Subsection 16.1 shall not be applicable to Units owned by the Developer.

16.2 Additions. Cabanas, screen rooms, gazebos and storage rooms and other additions which are consistent with those which have historically been permitted at THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT are allowed, provided necessary permits and written approval have been obtained from governmental bodies having jurisdiction thereof and the ARC, and PROVIDED THAT SUCH ITEMS HAVE BEEN PURCHASED THROUGH

THE DEVELOPER OR ITS DESIGNEE. Plans and specifications for these additions must be for a commercially manufactured product. Such plans and specifications must set forth in reasonable detail, type and quality of materials, a plot plan showing the location of the project on the Unit, exterior appearance of the project once completed and such other details as may be required by the ARC, for review. The ARC will use its best efforts to review the plans and specifications as promptly as circumstances permit. Free standing carports and r.v. ports are permitted in conjunction with Resort Cottages, but are prohibited on Parcels improved with Resort Homes.

11. The By-Laws attached as an exhibit to the Declaration, Section 9.8, Accounting Records and Report, is hereby deleted in its entirety and the following is substituted therefor:

9.8 Accounting Records and Report. Within sixty (60) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the By-Laws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months, of a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administration and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.



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IN WITNESS WHEREOF, the Developer has caused this SECOND AMENDMENT to be executed and delivered this 22nd day of March, 1996.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

DEVELOPER:

THE GREAT OUTDOORS PREMIER R.V./ GOLF RESORT, INC., a Florida corporation

By: [Signature]
LARRY MCDANIEL, Vice President

Address: 135 Plantation Drive Titusville, FL 32780

Mary Robinette
Witness Signature

Mary Robinette
Print Witness Name

Nancy K. Ferguson
Witness Signature

Nancy K. Ferguson
Print Witness Name

STATE OF FLORIDA)
COUNTY OF BREVARD) ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of March, 1996, by LARRY MCDANIEL, as President of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT, INC., a Florida corporation, who is personally known to me, or who produced _____ as identification, and who did take an oath.

[Signature]
Notary Public Signature

Nancy K. Ferguson
Print Notary Public Name

My commission expires:

b:\asend.2



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