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This instrument prepared by *Return to!*
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P. O. Box 1870
Melbourne, Florida 32935-1870

Sandy Crawford

Clerk Of Courts, Brevard County

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**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GREAT OUTDOORS
PREMIER R.V./GOLF RESORT XI, A CONDOMINIUM**

THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT, INC., a Florida corporation (the "Developer"), pursuant to the authority reserved in Article XIII of the Declaration of Condominium of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XI, A CONDOMINIUM, and in the Florida Condominium Act, hereby amends the Declaration of Condominium and Exhibits thereto, as recorded in Official Records Book 3506, Page 3091, of the Public Records of Brevard County, Florida (the "Declaration"), as follows:

1. Page 1 of Exhibit A as referred to in Section 3, Description of Condominium, Subsection 3.1, Identification of Units, is hereby deleted in its entirety and Page 1 of Exhibit A attached hereto is substituted in place thereof.

2. Section 5.1, Percentage Ownership and Shares, is deleted in its entirety and the following is substituted therefor:

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit is 1\60.

3. Section 6.4, Alteration of Common Elements, is deleted in its entirety and the following is substituted therefor:

6.4 Alteration of Common Elements, Etc. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless all of the record Owner(s) of the affected Unit(s), and all record owners of mortgages or other liens thereon, and a majority of all record owners of all other units, shall join in the execution of the amendment.

4. Section 9.2, By the Developer, is deleted in its 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 by all Owners of affected Units, all owners of mortgages or other liens thereon, and a majority of all record owners of all other Units.

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 consent of a majority of Unit Owners 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 affected Units shall consent thereto, as well as all owners of mortgages or other liens thereon, and a majority of all record owners of all other units. 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 by a majority of the Unit Owners.

5. Section 10 Operation of the Condominium by the Association; Powers and Duties, is hereby deleted in its entirety and the following is 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.

6. Section 12.6 Developer's Liability for Assessments, 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 \$317.50 per quarter until after December 31, 1996. 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, 1996. The Developer has the option to extend the guarantee for up to three (3) additional one-year periods, through December 31, 1999. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

7. Section 16.1 Occupancy of Units is hereby deleted in its entirety and the following is substituted therefor:

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.

8. Section 16.2 Additions, is deleted in its entirety and the following is substituted therefor:

16.2 Additions. Cabanas, screen rooms, gazebos and storage rooms and other additions which are consistent with those which have been historically 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.

9. Section 16.26 Effect on Developer, is deleted in its entirety and the following is substituted therefor:

16.26 Effect on Developer. The restrictions and limitations set forth in this Section 16, except for the restrictions and limitations set forth in Sections 16.12, 16.13, 16.24 and 16.25, shall not apply to the Developer or its affiliates or to Units owned by any of them.

10. Section 17 Leasing of Units, is deleted in its entirety and the following is substituted therefor:



Section 17 Leasing of Units. The Units may be rented. No lease of a Unit shall release or discharge the owner thereof of compliance with this Section 17 or any of his other duties as an Unit owner. All leases are also subject to Section 16.24 hereof.

11. The By-Laws, which are attached as Exhibit C to the Declaration, are hereby amended as follows:

A. Article 4.2(e) of the By-Laws is hereby deleted in its entirety.

B. Article 4.2(f) of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

(f) The Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote, together with a ballot which shall list all candidates.

C. Article 4.2(g) of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

(g) Upon request of a candidate, the Association shall include an information sheet no larger than 8 1/2" by 11", which information sheet must be furnished by the candidate to the Board of Directors not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of the mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates.

D. Article 4.15(q) of the By-Laws is hereby deleted in its entirety.

E. Article 9.1(a) of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

9.1 Budget.

(a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expenses among the appropriate Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, each budget shall include reserve accounts for roof replacement, building painting and pavement resurfacing and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and estimated replacement cost of each reserve item. Although reserve accounts must be included in the budget, funding thereof may be reduced or waived by a majority vote in person or by limited proxy at a duly called meeting of such appropriate members.

F. Article 9.1(a)(ii) of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the Unit Owners, a special membership meeting shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of a majority of all the voting interest.

G. Article 9.5 of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may not be commingled in a single fund.

H. Article 9.8 of the By-Laws 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, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting procedures. 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.

I. Rule 16 of Schedule A to the By-Laws is deleted in its entirety and the following is substituted therefor:

16. Every Unit Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time), to the extent applicable. Failure of an Owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, a fine not exceeding \$100.00 per violation may be levied by a committee of other Unit Owners ("Committee"). Fines may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed \$1,000.00 in the aggregate. Fines may be levied against an Owner, occupant, family, guest, invitee, lessee or employee for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date, time and location of the meeting of the Committee.

B. Hearing. The non-compliance shall be presented to a committee of Unit Owners (the "Committee"), at which time the Owner or Occupant shall present reasons why the fine should not be levied. The Owner or Occupant may be represented by counsel and may cross-examine witnesses. A written decision of the Committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after the Committee's meeting. If the Committee does not agree with the fine, then the fine may not be levied. If the Committee agrees with the fine, or changes the amount of the fine, then the Unit Owner shall pay the fine within thirty (30) days after written decision of the Committee is mailed to the Unit Owner.

C. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

D. Non-exclusive Remedy. These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the



Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

IN WITNESS WHEREOF, the Developer has caused this amendment to be executed and delivered this 23 day of Dec., 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, President

Address: 135 Plantation Drive
Titusville, FL 32780

[Signature]
Witness Signature

Sally J. Bauer
Print Witness Name

[Signature]
Witness Signature

Nancy K. Turgeon
Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 23 day of Dec, 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

My commission expires:

Sally J. Bauer
Print Notary Public Name

b1\amend.1



SALLY J BAUER
My Commission CC859990
Expires Jul. 17, 2000



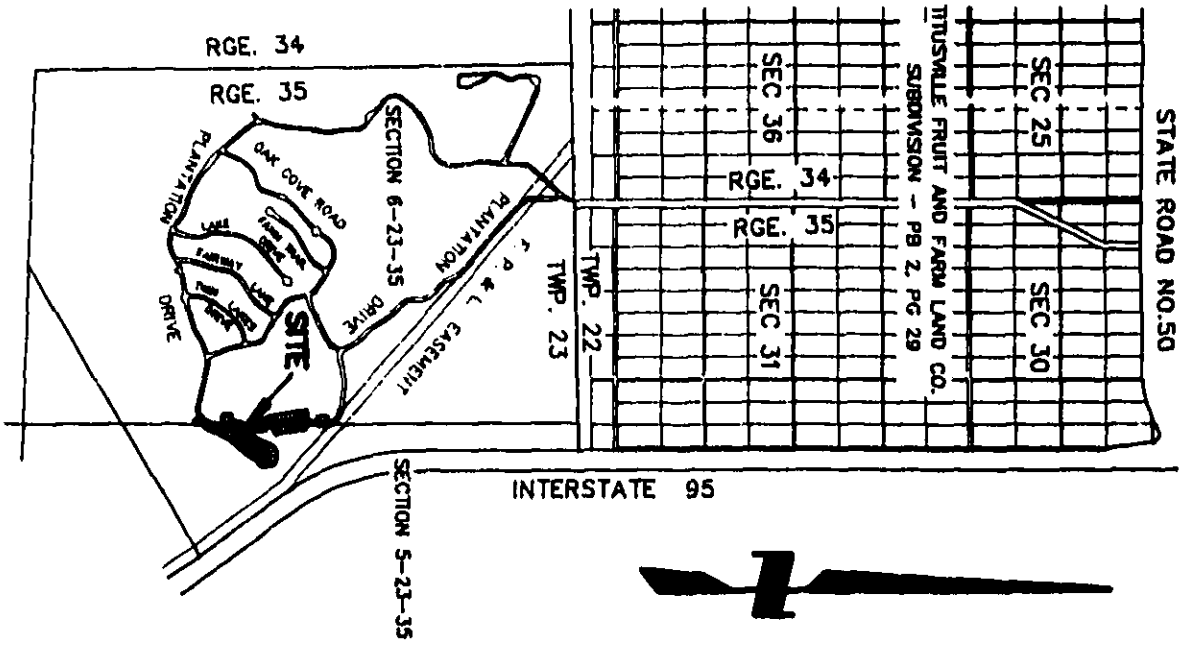
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McFarlin/McCrone, Inc.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
808 SOUTH PALM AVENUE - TITUSVILLE FL 32796

LOCATION MAP

NOT TO SCALE



**SURVEY AND PLOT PLAN
OF**

**THE GREAT OUTDOORS PREMIER R.V. GOLF RESORT XI
A CONDOMINIUM**

A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 23 SOUTH, RANGE 35 EAST
BREVARD COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED BEING A REGISTERED LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THIS SURVEY AND PLOT PLAN AS SHOWN ON THIS EXHIBIT "A" MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS UNLESS SHOWN HEREON.

I ALSO HEREBY CERTIFY THAT THE LOCATION AND DIMENSIONS OF EACH UNIT CAN BE DETERMINED IN THIS EXHIBIT "A", FROM THESE MATERIALS AND THAT ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS ARE SUBSTANTIALLY COMPLETE.

DATE 7-19-95

Dennis W. Wright
DENNIS W. WRIGHT
REGISTERED FLORIDA LAND SURVEYOR
NO. 4014

REVISED 12-3-96 TO UPDATE CERTIFICATE

THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XI

-A CONDOMINIUM-

EXHIBIT "A", PG. 1 OF 19, TO THE
DECLARATION OF CONDOMINIUM OF "THE
GREAT OUTDOORS PREMIER R.V./GOLF
RESORT XI, A CONDOMINIUM."
CONDOMINIUM PLAT BOOK _____
PAGE _____

UNACCEPTABLE FOR RECORD