

RECORD & RETURN TO:

FEBRUARY 15, 2018

THIS INSTRUMENT PREPARED BY:

**THE BOARD OF DIRECTORS
CONDOMINIUM XVII OF
THE GREAT OUTDOORS PREMIER
R V /GOLF RESORT
145 PLANTATION DRIVE
TITUSVILLE, FLORIDA 32780**

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**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT
CONDOMINIUM XVII
As Recorded on January 20, 2011**

THIS AMENDMENT to the DECLARATION OF CONDOMINIUM OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XVII, is made this 15 day of February, 2018, by The GREAT OUTDOORS PREMIER R.V./GOLF RESORT CONDOMINIUM XVII, Inc., a Florida Corporation (hereinafter referred to as Condo XVII).

WHEREAS, The Great Outdoors Premier R.V./Golf Resort, Inc., the Developer, and the The GREAT OUTDOORS PREMIER R.V./GOLF RESORT CONDOMINIUM XVII, Inc., (hereinafter referred to as Condo XVII) executed and recorded certain Declaration of Covenants, Conditions and Restrictions as well as Amendments and Supplemental changes thereto and By-Laws for The Great Outdoors Premier R.V./Golf Resort XVII CONDOMINIUM, recorded in Official Records:

- Book 4692, Pages 3258, et. Seq., September 24, 2002.
- Book 4724, Pages 2683, et. Seq., October 30, 2002
- Book 5567, Pages 8677, et. Seq., November 21, 2005, and;
- Book 5925, Pages 2035, et. Seq., April 7, 2009
- Book 6319, Pages 487, et. Seq., January 20, 2011

all of the Public Records of Brevard County, Florida.

WHEREAS, Section 6 of the Declaration and Section 12 of the By-Laws of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT Condominium XVII, also provides that the Declaration and By-Laws may be amended by a unanimous vote of the Board of Directors.

WHEREAS, the Directors have reviewed the Amended & Restated Declaration of Covenants, Conditions and Restrictions and the By-Laws of the GREAT OUTDOORS PREMIER R.V./GOLF RESORT Condominium XVII, and have determined that it is in the best interest of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT Condominium XVII, to amend the Declaration of Covenants, Conditions and Restrictions and the By-Laws as set forth below.

NOW THEREFORE, having received the unanimous consent of the Board of Directors, as more fully set forth in the attached Certificate of Amendment, **Condo XVII hereby amends Sections 16.1, 16.4, 16.12 and 16.13 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS along with Section 13 of the By-Laws and Sections 9 & 10 of Schedule A to the By-Laws OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XVII as per the attachments of this same date hereto.**

With the exception of the attached Amendments, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, The Great Outdoors Premier R.V./Golf Resort Condominium XVII, Inc., has caused these presents to be executed in its name, this 15 day of February, 2018.

THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT CONDOMINIUM XVII, INC.

Signed, sealed and delivered in the presence of:

Donna Edinger
Witness Signature:

Donna Edinger
Print Name of Witness:

BY: Donnette Hilton

PRINT NAME: Donnette Hilton
TITLE: President

Rachel Reeves
Witness Signature:

Rachel Reeves
Print Name of Witness:

ATTEST: Angela Woznick

PRINT NAME: Angela Woznick
TITLE: Vice President

Rocco G. Santilli
Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing was acknowledged before me this 15 day of February, 2018, by Donnette Hilton, as president & Angela Woznick, as Vice President, of The Great Outdoors Premier R.V./Golf Resort Condominium XVII, Inc., a Florida not-for-profit corporation, () who is personally known to me or () who produced _____ as identification.

and Rocco G. Santilli as Secretary

Lynn Jacobs
NOTARY Signature

Notary Seal



February 15, 2018

AMENDMENDED & RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 and By-LAWS FOR
THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT
CONDOMINIUM XVII

Section 16.1 of the AMENDMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is hereby amended in its entirety to read as follows:

16.1 Occupancy of Units and Living Accommodations

a) Occupancy of Units. Each Unit shall be used for residential purposes 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. All RVs must be presentable in looks and repair. Any Unit may have two (2) cars, vans or small non-work trucks which are used for transportation, exclusive of the RV located on the Unit. In addition, all Units may have golf carts, mopeds, motor scooters, and other forms of transportation. All vehicles must be parked on the Unit's concrete pad (or in the Unit's storage shed), parallel to the long axis of the concrete pad. Ingress and egress for all vehicles must be over concrete or gravel.

February 15, 2018

AMENDMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
and By-LAWS FOR
THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT
CONDOMINIUM XVII

Section 16.4 of the AMENDMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is hereby amended in its entirety to read as follows:

16.4 Storage. The exterior use and/or storage of refrigerators, freezers, LP gas bottles over forty (40) pounds, large tool chests, boats, boat equipment, trailers ~~or~~ and vehicle parts, utility trailers* of any kind (except for the temporary loading or unloading of same) or any other items not deemed compatible to the Units and surroundings are prohibited on RV sites. Recreational vehicle trailers, including 5th wheels are the only trailer type that can be parked overnight on your property. Enclosed or open utility trailers, boats and boat trailers are not allowed to be parked overnight unless prior authorization is given by the CSA or a Condominium XVII Board of Directors officer; otherwise those must be placed in an offsite storage area or facility. This prohibition includes storage of any item of any type beneath an RV.

*except motorcycle carriers/dollies designed & used EXCLUSIVELY to transport a motorcycle as defined in CSA documents which shall be stored out of sight from the roadway.

February 15, 2018

AMENDMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
and By-LAWS FOR

THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT
CONDOMINIUM XVII

Section 16.12 of the AMENDMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is hereby amended in its entirety to read as follows:

~~16.12 Pets. No animals or fowl shall be kept except customary household pets. No more than two (2) pets, excluding fish, may be kept by any Unit Owner.~~
Except as otherwise required by law: (i) with the exception of small fish or birds housed in suitable cages or aquariums, no animal may be kept on the Condominium Property unless it is either a dog, a household cat, or another "household pet" (as defined by the Condominium Association {CSA}); (ii) with the exception of small birds or fish, no more than (2) animals may be kept by any Unit Owner; and (iii) no occupant of a Unit other than its Owner may keep an animal on the Condominium property. No animals may be kept for commercial or breeding purposes.

All pets must be leashed when outdoors. Owners must keep pets out of private yards unless prior permission of the yard owner has been obtained.

Any excretion left by a pet outdoors must be picked up immediately and disposed of in a sanitary manner by the person walking the pet.

A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to written complaint. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated and the Board determines that a violation has or is occurring, the Board shall serve the Unit Owner in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well being of residents and is forever barred from the park. The Unit Owner shall remove the pet from the park within two (2) weeks.

Pets kept in an aquarium, such as fish, are excluded from these rules.

February 15, 2018

AMENDMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
and By-LAWS FOR

THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT
CONDOMINIUM XVII

~~**16.13 Children.** Children under sixteen (16) years of age are permitted upon condominium property with the supervision of a parent or other responsible adult. Children under sixteen (16) years of age must be accompanied by a parent or responsible adult at all times. If a child's conduct is destructive, loud, irresponsible or abusive, such child may be removed from any common area by or upon the requirement of the CSA or its authorized representative and shall not thereafter be permitted to return until such conduct shall have been remedied. Parents or guardians are responsible for the conduct of their children or other minors in their care at all times.~~

Section 16.13 of the AMENDMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is hereby **DELETED** in its ENTIRETY and is **NOT REPLACED**

February 15, 2018

EXHIBIT B
to the Declaration of Covenants, Conditions and Restrictions
AMENDED and RESTATED
BY-LAWS

**of THE GREAT OUTDOORS PREMIER R.V./GOLF
RESORT XVII CONDOMINIUM ASSOCIATION, INC.**

~~13. Rules and Regulations. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, Owners of a majority of the Units of each Condominium represented at a meeting at which a quorum thereof is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium, and a majority of the members represented at a meeting of the entire membership at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof.~~

Section 13 of By-Laws Rules and Regulations. Is hereby amended in its entirety to read as follows:

13. Rules and Regulations. The Board of Directors may, from time to time, establish rules and regulations concerning use of the Condominium Property. Thereafter the Board may, from time to time, modify, amend or add to such rules and regulations. Owners of a majority of the Units represented at a members' meeting at which a quorum thereof is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall (i) be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof, (ii) shall not be required to be recorded in the Public Records of the County, and (iii) shall not be enforced to the extent they conflict with applicable law.

February 15, 2018

SCHEDULE A TO BY-LAWSRULES AND REGULATIONS
FORTHE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XVII
CONDOMINIUM ASSOCIATION, INC

~~9. Children under sixteen (16) years of age are permitted upon condominium property with the supervision of a parent or other responsible adult. Children under sixteen (16) years of age must be accompanied by a parent or responsible adult at all times. If a child's conduct is destructive, loud, irresponsible or abusive, such child may be removed from any common area by or upon the requirement of the CSA or its authorized representative and shall not thereafter be permitted to return until such conduct shall have been remedied. Parents or guardians are responsible for the conduct of their children or other minors in their care at all times.~~

Section 9 of Schedule A to By-Laws Rules and Regulations. Is hereby amended in its entirety to read as follows:

9. The Condo XVII Board of Directors (BoD), appreciates input from Condo XVII owners. However, so as not to misunderstand the intent of an owner's input the BoD will review & respond as necessary and/or take appropriate action only when the input is provided in writing, dated & signed along with the cited reference(s) in the CONDO XVII Covenants and/or By-Laws which are being addressed. Should the input refer to a specific condition, incident or location in Condo XVII the condition, incident & location address / identity must be identified in the written correspondence.

The BoD requires written correspondence. The BoD will not attempt to determine the writer's reasoning for bringing their input to the Board's attention - the input must clearly state the writer's concerns.

The BoD will not attempt to guess as to the specific condition(s) of the Covenants / By-Laws to which the writer is referring.

Please remember that the BoD is a voluntary group of Condo XVII owners / neighbors and it could be difficult and subjective to locate / cite every condition of the Covenants / By-Laws that may be in question.

February 15, 2018

SCHEDULE A TO BY-LAWS

RULES AND REGULATIONS
FOR
THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XVII
CONDOMINIUM ASSOCIATION, INC

Section 10 of Schedule A to By-Laws Rules and Regulations. Is hereby amended in its entirety to read as follows:

10. Except as otherwise required by law, pets are not permitted on any part of the Common Elements ~~(except a patio appurtenant to the Unit of the animal's owner)~~ except when they are leashed and being walked or transported directly off the Condominium Property or directly to their owner's Unit.

THE BOARD OF DIRECTORS
CONDOMINIUM XVII OF
THE GREAT OUTDOORS PREMIER
R.V./GOLF RESORT
145 PLANTATION DRIVE
TITUSVILLE, FLORIDA 32780

FEBRUARY 15, 2018

CERTIFICATION

The undersigned Secretary of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT CONDOMINIUM XVII, Inc., a Florida, not for profit, corporation hereby certifies that the foregoing is a true and correct Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions and the By-Laws of The GREAT OUTDOORS PREMIER R.V./GOLF RESORT CONDOMINIUM XVII which were approved by a unanimous vote of the Board of Directors at a duly called meeting, pursuant to Section 6 of the Declaration and Section 12 of the By-Laws.

Dated this 15 day of February, 2018.

THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT CONDOMINIUM XVII
INC., A not for profit Florida Corporation.

[SEAL]

Witnessed by:

Donna C Edinger
Signature

Donna Edinger
Print or Type Name

By: Rocco Santilli
Rocco Santilli,
Secretary

Rachel Reeves
Signature

Rachel Reeves
Print or Type Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on this 15 day of February, 2018, by Rocco Santilli, as Secretary of THE GREAT OURDOORS PREMIER R.V./GOLF RESORT CONDOMINIUM XVII, INC., A Florida not for profit corporation, who () is personally known to me or () who produced _____ as identification.

Notary Seal



Lynn Jacobs

NOTARY Signature