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This instrument prepared by
 ROBERT L. BEALS, ESQUIRE
 Gray, Harris, Robinson, Kirachenbaum
 and Peoples
 P.O. Box 320757
 Cocoa Beach, FL 32932-0757

**CORRECTIVE
 SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
 OF
 THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT I
 CONDOMINIUM ASSOCIATION, INC.**

THIS CORRECTIVE SECOND AMENDMENT IS BEING RECORDED TO CORRECT THE INADVERTENT OMISSION OF LANGUAGE CONTAINED IN § 16.1, § 16.3, AND § 16.23 OF THE SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM, RECORDED IN O.R.B. 3425, PAGE 4525, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH LANGUAGE WAS SET FORTH IN THE PROPOSED AMENDMENT AND APPROVED AT THE 1993 ANNUAL MEETING. THE SUBJECT LANGUAGE IS UNDERSCORED HEREINBELOW.

THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT I CONDOMINIUM ASSOCIATION, INC., a Florida corporation (the "Association"), pursuant to the authority reserved in Article 6 of the Declaration of Condominium of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT I, a Condominium, and in the Florida Condominium Act, hereby amends the Declaration of Condominium as recorded on April 21, 1989 in Official Records Book 2991, Page 3077, et seq., as amended by FIRST AMENDMENT TO THE DECLARATION OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT I recorded in ORB 3425, page 4521; as amended by SECOND AMENDMENT TO THE DECLARATION OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT I recorded in ORB 3425, page 4525, all of the Public Records of Brevard County, Florida; (the "Declaration"), as follows:

1. Section 16. Residential Occupancy and Use Restrictions. as amended by the FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby revised, the following being 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 and Living Accommodations.

a) 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(a) shall not be applicable to Units owned by the Developer. All RVs must be modern, commercially manufactured and presentable in looks and repair. Any RV unit may have two (2) cars, vans, or small non-work trucks which are used for transportation, exclusive of the R.V. located on the Unit. A park model Unit may have an R.V. (trailer, motorhome, fifth wheel, mini-motorhome), plus two (2) cars, vans, or small nonwork trucks which are used for transportation, subject to the restrictions found in Subsection 16.1(a) and 16.1(b), below. In addition, all Units may have golf carts, mopeds, motor scooters, and other small forms of transportation. All vehicles must be parked on the Unit's concrete (or the Unit's storage shed), parallel to the long axis of the concrete pad. Ingress and egress for all vehicles must be over concrete.

b) Living Accommodations. All Units designated as RV sites are restricted to use by one (1) (for living accommodations) travel trailer, motor home, fifth wheel, or mini-motorhome with a minimum length of eighteen (18) feet and at least 50 square feet of enclosed living area.

No park model shall be placed on a Unit unless such park model was purchased from the Developer or its designee.

16.1.2(a) Any R.V. located on a park model Unit may not be used for living accommodations. However, the R.V. may be used as living accommodations for guests of the Unit Owner, for a period of time not to exceed two (2) weeks.

16.1.2(b) Any R.V. located on a park model Unit must be parked on the Unit's concrete, and may not be located closer than five feet (5') from any paved roadway surface, or such R.V. will be deemed to be encroaching on such paved roadway surface. Exceptions to this subsection 16.1.2(b) may be granted by the Board of Directors. Notwithstanding anything in this Subsection to the contrary, any encroachment by an R.V. that existed prior to the recording of this amendment shall be allowed to continue.

16.2 Additions. Cabanas, screen rooms, gazebos and storage rooms 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. 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.

16.3 Limitations and Additions. Cabanas and screen rooms may have an aggregate square foot floor area of no more than five hundred (500) feet (or such greater amount as may be permitted under applicable city and county rules, regulations and zoning laws pursuant to future amendment), and they must have a concrete base (patio). The color of the cabanas and screen rooms shall either match the RV or be white. Wheel covers on R.V.'s shall be made of substantial quality aluminum, fiberglass or canvas type to withstand the local weather and wind conditions, and the color shall

either match the RV or be white. All lots with survey on a 60° angle will be for travel trailers, motorhomes, fifth wheels, or mini-motorhomes. All R.V.'s (mobile vehicles or combinations thereof, not including park homes) must be self-contained and must be capable of functioning as recreational vehicles. This means that the R.V. may function for overnight accommodations without any outside assistance and have holding tanks, electrical capability and, if the R.V. has a pop-out, such pop-out must be able to be easily retracted into the R.V.

Every R.V. and Travel Trailer must also be mobile. No R.V. or Travel Trailer may have the wheels removed or be leveled on concrete blocks or similar material.

Any R.V. that will stay on any Unit continuously without leaving, for more than sixty (60) days, must be approved by the Architectural Review Committee of The Great Outdoors Premier R.V./Golf Resort Community Services Association, Inc. ("ARC"). The ARC will review the R.V. to make sure that it maintains the R.V. nature of the area, as well as to be sure that the R.V. is in like new condition and will not detract from the value of the surrounding property if left on the Unit. Any Unit Owner that has been given permission to keep their R.V. on their Unit for more than sixty (60) days, and permits their R.V. to fall below the high standards of THE GREAT OUTDOORS will be required to bring their R.V. up to THE GREAT OUTDOORS standards or the R.V. will be removed. For purposes of this section, a Park Home is defined as an R.V. that is modern, commercially manufactured, presentable in looks and repair, and which must be purchased from the Developer. A Park Home must be approved by the Federal Agency for Housing and Urban Development and cannot exceed 500 square feet in area. (The most common dimensions used are 12 feet by 41.6 feet.) A Park Home may only be installed upon Units with a 90° survey angle. Additions may be constructed and attached to a Park Home, but may not exceed 500 square feet of enclosed living space. All proposed additions must be approved by the ARC and must be constructed to at least the same standards as a manufactured Park Home. For purposes of this Section, a Travel Trailer is defined as a trailer no more than 8½ feet by 40 feet in its travel mode, bearing a license plate issued by a competent motor vehicle agency, and equipped by its original manufacturer so that it is capable of providing a liveable environment for at least 24 hours without connection to external services or utilities and/or without the use of a generator between the hours of 6:00 p.m. and 6:00 a.m. For purposes of this definition, a liveable environment is defined as one that provides potable water, permanent sanitation facilities (Porta-Potties or similar facilities may not be used for compliance with this definition), internal power and illumination. A Travel Trailer must be permanently equipped with all apparatus, fixtures and equipment required by the statutes of the jurisdiction issuing the license plate affixed to the Travel Trailer. Any finding by any competent jurisdiction in the State of Florida that any travel trailer is real property will exclude that travel trailer from the definition of a Travel Trailer.

Any Unit owner who has purchased and installed a travel trailer on a 60° survey angle, and whose trailer does not meet the requirements of the definition herein for Travel Trailers shall be permitted to continue occupancy on a "grandfathered" basis. That is, the existing owners may continue occupancy at their existing location. Any change

in ownership or location will void this "grandfather" privilege.

Every unit may not have a concrete to grass ratio greater than 60:40. (No more than 60% of a unit's area may be covered with concrete).

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, trailer or vehicle parts, or any other items not deemed compatible to the Units and surroundings are prohibited. This prohibition includes storage of any item of any type beneath an RV.

Additionally, in the event an RV is parked on the Unit, no part of the RV with attachments thereto, and/or the transportation vehicle, shall be parked so as to extend beyond any of the Unit boundaries, tip outs and pull outs included. The easements for public utilities shall not be blocked or impaired.

No vehicle maintenance may be performed upon the condominium property except in areas which are designated by the Association for that purpose.

16.5 Landscaping. Flower gardens are permitted to be planted by unit owners on their unit. All other plantings must be approved by way of a plot plan and type of planting. The Community Services Association may disapprove such plantings for any reason, including aesthetics. The maintenance of any flower gardens, or other approved plantings is the responsibility of the Unit Owner.

16.6 Fences and Walls. No fences or walls shall be permitted on any Unit. Nothing in this paragraph, however, shall be construed so as to disallow the building of a perimeter fence by the Developer. For purposes of this Subsection, utility screens are not deemed to be fences. A utility screen is decorative wood or landscaping which is positioned around exposed utilities for aesthetic purposes.

16.7 Utility Connections. Each RV will be connected to utilities in a safe and sanitary manner as follows:

ELECTRIC: Proper sized cord and fused properly;

WATER: Connection without leaks; and

SEWER: No air or water leaks, properly trapped.

Rigid pipe shall be used for park model and other RV's when possible. Holding tank valves shall be kept closed except when dumping.

Maintenance of all utility lines on the Unit which are not common elements or owned by a public utility is the Unit Owner's responsibility, and maintenance and use of such lines must comply with applicable laws and regulations. Permission to alter existing park wiring, sewer or plumbing must be obtained in writing from the Community Services Association. Such alterations will be at the expense of the resident. The Community Services Association is responsible for the normal maintenance and replacement of utility lines and facilities which are common elements as may be needed due to normal usage and age. If maintenance is required as in the result of the negligence of a resident or a Unit Owner, or either's contractor or agent, then the Unit Owner

shall pay the full costs for the repairs plus a twenty (20%) percent overhead fee upon billing with the Unit Owner's next regular quarterly Unit Owner assessment. Should any litigation, including appellate proceedings, arise out of the enforcement of this provision, the Association shall be entitled to court costs and attorney fees. However, the costs and charges specified herein are not a part of a Unit Owner's assessment and are not secured by the lien set forth in Florida Statutes, § 718.116(5)(a).

The resident is responsible for all user and utility costs (if any) related to connection of the RV to existing on-site facilities (electrical pedestal, sewer terminal, water faucet, etc.). The resident also is responsible for all permits, deposits and charges regarding utilities including telephone, cable tv and other facilities.

For purposes of the foregoing, the lateral sewer line beneath each Unit is the responsibility of the Unit Owner.

16.8 Tie Down Required. When required by governmental regulation, if the R.V. is on location more than six (6) months, or if the R.V. is stored on location any time between June 1 and November 30th unoccupied, tie downs are recommended for your comfort and safety. All installations shall be made according to the Brevard County Code.

16.9 Inspections. No R.V. or additions thereto may remain on a Unit for more than five (5) days without the facility having been approved by a duly authorized representative of the Association as having met the requirements of the Community Services Association as to the condition and type of facility, and all facilities shall be inspected annually as to condition and conformance to these regulations. This rule shall be deemed to prohibit the construction and maintenance of fences and radio and television antennas on the unit. Only R.V. mounted satellite dishes or antennas are permitted. Only one (1) principal RV may be located or maintained on each Unit.

16.10 General Restrictions. In order to maintain a community of congenial residents who are responsive to good management, the Community Services Association has certain restrictions. Restrictions of general interest are:

a) Owners and guests must be registered upon arrival and departure for security control. Guests include the invitees of Owners and the Developer, and include Rally participants.

b) Recreational facilities are for the sole use of residents and their guests. Hours of use and rules for use shall be posted. The term "guests" includes registered guests of residents, renters, and guests of the Developer.

c) Speed limits are posted. Speed limits will be enforced by the Community Services Association as now or hereafter set forth in the Declaration of Covenants and Restrictions.

d) The period of time from 11:00 p.m. to 7:00 a.m. each day shall be observed as the quiet hours.

e) Alcoholic beverages may be consumed at special events only with the prior approval of the Association.

f) No clotheslines, mailboxes, radio and/or television antennas shall be permitted on any Unit.

g) No garbage or trash receptacles, other than those approved by the Association, shall be allowed on any Unit.

h) Patio lights are allowed if approved by the Association.

i) Motorcycles are prohibited.

16.11 Ponds and Lakes. Ponds, lakes and other water areas are for the exclusive use of the Unit Owners and their guests. Limitations on use will be posted.

16.12 Conduct of Owners. The Unit Owners shall not permit or suffer anything to be done or kept in their Unit which will increase the rate of insurance on the Condominium property or which will obstruct or interfere with the right of other Unit Owners or annoy them by unreasonable noise or otherwise; nor shall the unit owners commit or permit any nuisance, immoral or illegal act on or about the condominium property.

16.13 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.

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 Community Services Association to the effect that any of these pet rules have been violated and the Community Services Association determines that a violation has or is occurring, the Community Services Association 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 Community Services Association 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.

16.14 Children. Children under eighteen (18) years of age are permitted upon condominium property with the supervision of a parent or other responsible adult. Children under eighteen (18) 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 Community Services Association 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.

16.15 Temporary Occupancy. No more than five (5) adults shall occupy any Unit for periods in excess of forty-eight (48) hours. (See Subsection 16.1 for other occupancy restrictions.)

16.16 Signs. No signs of any kind shall be displayed without the written consent of the Community Services Association. This specifically includes "For Sale" and similar signs. This paragraph does not apply to the Developer.

16.17 Outside Toilets. No outside toilets are permitted on any unit.

16.18 Nuisances. No nuisance shall be permitted on the condominium property nor any use or practice which is the source of annoyance to residents (including marine life odors), or which interferes with the peaceful possession and proper use of the property by its residents. Unit Owners shall exercise extreme care to regulate the use and occupancy of their units so as to minimize noise, such as the use of musical instruments, radios, televisions, amplifiers or other loud speaker devices, so as not to disturb other Unit Owners. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

16.19 Commercial Activity. No commercial activity of any kind whatsoever shall be conducted on or from any Unit. The foregoing restriction shall not, however, prevent the Developer from designating certain areas of the Condominium Property for commercial use. Commercial activity, for the purposes of this Section, shall be deemed "that activity having an effect on traffic or creating noise or disruption that would be a nuisance to any Unit Owner's immediate neighbors".

16.20 Vacant Unit Limited Storage. Any Unit not occupied by an R.V. may have a picnic table, benches, fireplace and grill, and/or storage buildings, provided that they are attached to the unit. No other personal property, including cabanas and screen rooms, may remain on the unit. Personal Property, such as cabanas, gazebos and screens, if permanently attached to a concrete base, and further subject to the review and approval of the Community Services Association Architectural Review Committee, may remain on the Unit.

16.21 Firearms. Discharge of air pistols/rifles, firearms or fireworks on the Condominium Property is prohibited.

16.22 Sale of Units by Developer. Neither the Unit Owners, the Association, nor their use of any property shall interfere with the completion of the contemplated improvements or sale of the lots by the Developer. The Developer may make such use of the unsold Units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the displaying of "for sale" signs, the showing of the Units for sale to prospective purchasers, and the renting of unsold Units to the camping public.

16.23 Vehicle Restrictions. No unlicensed motor vehicles, with the exception of golf carts, shall be permitted within the perimeters of the Condominium Property. Furthermore, no noisy licensed vehicles shall be permitted, and no commercial trucks shall be permitted, except for service and delivery trucks in the normal course of business and on a temporary basis. No more than two (2) motor vehicles and one (1) R.V. may be parked at any time on any Unit. Any R.V. to be parked on a Unit must be modern, commercially manufactured, and presentable in looks and repairs. No mobile homes, tents, truck campers, or foldout campers are permitted to be parked on any Unit. Boats may not be kept on any Unit, and must be kept in the boat storage area, for which a fee may be charged. Strictly temporary guest parking limited to 48 hours is permitted on the grass areas just off the street right-of-way.

16.24 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

16.25 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases of Units shall be on forms approved by the CSA and shall provide that the CSA shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Condominium Association, applicable rules and regulations, THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT Covenants, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association or the Community Services Association. The leasing of Units shall also be subject to the prior written approval of the Association. All Unit Owners will be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All lessees of Units shall also comply with and be subject to the provisions of Section 17 hereof.

16.26 Security. The rights of access and use established with respect to the Condominium Property and the Common Properties (as defined in THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT Covenants) shall be subject to security checks and restrictions. Security personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing that right to the satisfaction of the security personnel may be required to leave (even if such person actually has the right to be where stopped, but is unable to prove such right satisfactorily).

16.27 Effect on Developer. The restrictions and limitations set forth in this Section 16, except for the restrictions and limitations set forth in Sections 16.13,

16.23, and 16.25 shall not apply to the Developer or its affiliates or to Units owned by any of them.

16.28 Relief by Association. The Board of Directors shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 16 for good cause shown.

16.29 Time-Share Estates. Time-share estates are prohibited.

IN WITNESS WHEREOF, the Association has caused this CORRECTIVE SECOND AMENDMENT to be executed and delivered this 9th day of January, 1995.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ASSOCIATION:

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

By: James R. Smith, Pres.

Address: 135 Plantation Drive Titusville, FL 32780

Barry Weinstein
Witness Signature
BARRY WEINSTEIN
Print Witness Name
Connie Hudson
Witness Signature
CONNIE HUDSON
Print Witness Name

STATE OF FLORIDA)
COUNTY OF BREVARD) ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 9 day of Jan., 1995, by BARRY WEINSTEIN, as Director of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT I CONDOMINIUM ASSOCIATION, INC., a Florida corporation, who is personally known to me, or who produced _____ as identification.

My commission expires:

Sally J. Bauer
Notary Public Signature
SALLY J. BAUER
Print Notary Public Name

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