



This instrument prepared by *Return to:*

ROBERT L. BEALS, ESQ.  
GRAY, HARRIS & ROBINSON, P.A.  
P. O. Box 1870  
Melbourne, Florida 32902-1870

**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 IX, 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 IX, A CONDOMINIUM, and in the Florida Condominium Act, hereby amends the Declaration of Condominium and Exhibits thereto, as recorded in Official Records Book 3501, Page 0533, of the Public Records of Brevard County, Florida (the "Declaration"), as follows:

1. Article 3.6 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

3.6 Phase Condominium. Exhibit A contains the graphic plot plans showing the two phases of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT IX, A CONDOMINIUM. Exhibits A also contains a boundary survey and a legal description of each phase, identifying the Units, the Common Elements and the Limited Common Elements, and their respective locations and dimensions.

The surveys, graphic descriptions and plot plans were prepared by McFerrin/McCobre, Inc., by Dennis W. Wright, Professional Land Surveyor, No. 4104, State of Florida, and are certified in the manner required by The Florida Condominium Act. Each Unit is identified and designated with a specific number. No Unit bears the same numerical designation as any other Unit in THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT IX, A CONDOMINIUM.

The specific numbers identifying each Unit in Phase 1 are shown on Sheets 5 and 6 of Exhibit A-1 attached to this Declaration of Condominium. The Units located in Phase 1 are not substantially complete, but merely proposed. The Units located in Phase 2 are described in Exhibit A-2, Sheets 5 and 6, but are not substantially complete, and are merely proposed. The time period within which Phase 1 must be completed is January 1, 1997. The time period within which Phase 2 must be completed is January 1, 1999.

Without the consent of any Unit Owner, the Developer or its successors in title to all or any portion of Phase 2 as shown on the plans referred to in the Exhibits hereto, may at any time amend this Declaration so as to subject all of Phase 2 on which the improvements identified in the Exhibits will be constructed to the provisions of the Florida Condominium Act.

The Developer intends to construct a minimum of and maximum of, i.e., exactly thirty (30) condominium Units in Phase 1 and not less than twelve (12) nor more than fourteen (14) condominium Units in Phase 2 for a total of not more than forty-four (44) condominium Units if all phases are added to the condominium. The maximum number of Units the Developer could construct in Phase 2 is fourteen (14) Units.

The Developer, or any successor in title, shall have the right, prior to the execution and recording of the respective amendments, to change the size, layout and location, and to make non-material changes in the legal description of any phase. No amendment shall be effective



until recorded in the Public Records of Brevard County, Florida.

Units and their improvements which may be added to the condominium may be substantially different from the Units and improvements in Phase 1 of the condominium. The Developer may alter the size, location and layout of any Unit in Phase 2 of the condominium. The minimum size of any Unit shall be 3,200 square feet in Phases 1 and 2. The maximum size of any Unit in Phases 1 and 2 shall be 6,000 square feet.

The Developer has no obligation to construct or add Phase 2 to the Condominium. Furthermore, the Developer reserves the right to add any Phase in any order which it determines at its own discretion.

Nothing herein contained shall be construed so as to commit the Developer to build beyond Phase 1. All construction of Phase 2 will be completed and Phase 2 will be added by amendment to this Declaration by January 1, 1999. Time-share estates will not be created with respect to any unit in any phase of this Condominium.

2. Article 6.4 of the Declaration is hereby 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 record Owner(s) of the affected Unit(s), and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and unless all record owners of all other units approve the amendment.

3. Article 12.6 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 \$23.01 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. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

4. Exhibit D to the Declaration, By-Laws of THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT IX CONDOMINIUM ASSOCIATION, INC. (the "By-Laws"), is hereby amended as follows:

A. Article 3.1 of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

3.1 Annual Meeting. The annual members' meeting of all the Unit Owners of the Condominium shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the

extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business affecting the Condominium authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board, the first annual meeting shall be held on the fifth day of December following the year in which the Declaration is recorded.

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

4.2 Election of Condominium Directors.

Election of Directors shall be conducted in the following manner:

(a) The members of the Board of Directors shall be elected by written ballot.

(b) Proxies shall in no event be used in electing the members of the Board of Directors, either in general elections or in elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise provided in this section.

(c) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing, or by mailing included in another Association mailing, or delivering regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election.

(d) Any Unit Owner or other eligible person desiring to be a candidate of the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election.

(e) 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.

(f) 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.

(h) Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirements; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a ballot election of the members of the Board of Directors.

(i) No Unit Owner shall permit any person to cast their ballot. Any Unit Owner who needs



assistance in casting the ballot may obtain assistance in casting the ballot.

(j) The regular election shall occur on the day of the annual meeting.

(k) Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

C. Article 4.3 of the By-Laws is hereby deleted in its entirety.

D. 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 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.

The adoption of a budget for each Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget for the Condominium shall be mailed to each Unit Owner in the Condominium not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

(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 not less than fifty (50%) percent of all the Units (including Units owned by the Developer) in the Condominium.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association in respect of the Condominium which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property, all Assessments imposed for the benefit of the Community Services Association and all special Assessments (including surcharges) against specific Unit Owner(s).

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer) in the Condominium. Subsections (i) - (iv) are all in accordance with Florida Statute §718.112(2)(e).

**E. Article 9.5 of the By-Laws is hereby deleted 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.

**F. 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 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.

G. Article 16 of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

16. Mandatory Nonbinding Arbitration. Prior to the institution of court litigation with regard to any dispute between two or more parties that involves the authority of the Board of Directors under any law or Association document to require any Unit Owner to take any action, or not to take any action, involving that Unit Owner's Unit; to alter or add to a common area or element; or the failure of the Association to properly conduct elections, give adequate notice of meetings or other actions, properly conduct meetings, or allow inspection of books and records, the parties to such dispute shall petition the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the Division. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. The filing of a petition for arbitration shall toll the applicable statute of limitations.

At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence, and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law. The arbitration decision shall be presented to the parties in writing. An

arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses and expenses for expert and other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the Circuit Court in the circuit in which the arbitration took place. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

H. Rule 16B of Schedule A, Rules and Regulations, to the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

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 meeting. If the Board of Directors does not agree with the fine, then the fine may not be levied. If the Board of Directors 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 Board of Directors is mailed to the Unit Owner.

IN WITNESS WHEREOF, the Developer has caused this amendment to be executed and delivered this 7<sup>th</sup> day of May, 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

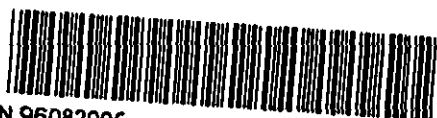
Address: 135 Plantation Drive  
Titusville, FL 32780

[Signature]  
Witness Signature

CONNIE HUDSON  
Print Witness Name

[Signature]  
Witness Signature

SALLY J. PAUER  
Print Witness Name



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STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BREVARD )

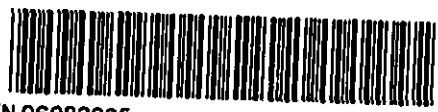
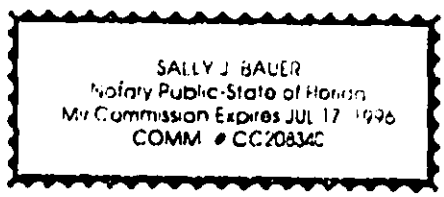
THE FOREGOING INSTRUMENT was acknowledged before me this 7  
day of May, 1996, by LARRY MCDANIEL, as President of THE GREAT  
OUTDOORS PREMIER R.V./GOLF RESORT, INC., a Florida corporation,  
who is personally known to me, or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification, and who did take an  
oath.

My commission expires:

b:\amend.1

Sally J. Bauer  
Notary Public Signature

SALLY J. BAUER  
Print Notary Public Name



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