

**WRITTEN CONSENT TO PROPOSED AMENDMENTS TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT**

The undersigned, being either the sole owner or an authorized voting representative, of the Lot or Unit designated as Lot/Unit \_\_\_\_\_, located at the following street address: \_\_\_\_\_, Titusville, FL 32780, and being a member of The Great Outdoors Premier R.V./Golf Resort Community Services Association, Inc. ("the Association") by virtue of said ownership, hereby executes this Written Consent on behalf of the said Owner(s) of said Lot/Unit pursuant to the provisions of Section 617.0701(4)(a), Fla. Stat. and Article 20.1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Great Outdoors Premier R.V./Golf Resort ("the Declaration") for the purpose of approving or disapproving the adoption of a proposed Amendments to the Declaration, as prepared by Paul L. Wean, Esquire, and bearing a preparation date of May 25, 2010, a copy of which was received by the undersigned with this form. The undersigned, by execution of this instrument, waives the calling of the meeting and formal notice of same.

**Do you approve of the adoption of the proposed amendments to the Declaration for the purpose of permitting the Association to render trash and debris pick-up and lawn and irrigation maintenance services to private lots and units in the Great Outdoors Premier R.V./Golf Resort?**

\_\_\_\_\_  
**YES**

\_\_\_\_\_  
**NO**

DATED: \_\_\_\_\_, 2010

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**RETURN TO:**

The Great Outdoors Premier R.V./Golf Resort  
Community Services Association, Inc.  
Attn: Board of Directors  
145 Plantation Drive  
Titusville, FL 32780

**PROPOSED AMENDMENT TO THE  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

2. Definitions

When used in this Declaration each term listed in this Section 2 shall have the meaning indicated there unless the context in which it is used clearly indicates a contrary intention:

\* \* \*

"General Common Expenses" means the cost of administering the Association and of maintaining, operating, insuring and paying taxes with respect to Common Properties (other than Limited Common Properties) and of maintaining, operating and replacing the Surface Drainage System. **General Common Expenses shall also include the costs of:**

**1. collecting and removing trash and debris properly placed by each resident for pick-up in accordance with the rules and regulations of the Association in effect from time-to-time, and**

**2. providing sod lawn mowing, trimming, fertilization, weed and insect control, and irrigation head maintenance and repair on all individual Parcels and Units if the Association determines to provide that service to Parcel and Unit Owners, provided that General Common Expenses shall not include:**

**a) replacement of lawns and replacement of irrigation systems other than irrigation heads, and**

**b) repairs to lawns and irrigation heads necessitated by the negligent or wilful acts of the Parcel or Unit Owner or of their guests, tenants and invitees, and**

**c) maintenance, repair or replacement of landscaping and landscaping improvements, including but not limited to those set forth in Section 16.4 hereof, other than sod lawns and irrigation heads, and**

**d) maintenance, repair or replacement of sod lawns and irrigation heads that are located in enclosed portions of the Parcel or Unit.**

\* \* \*

7. Other Easements

\* \* \*

7.7 Surface Drainage System. There is hereby created and reserved a blanket easement upon, across, through and under the Properties for the ingress, egress, installation, maintenance, repair, replacement, relocation and operation of any and all of the Surface Drainage System.

**The Association shall have a perpetual non-exclusive easement over all individual Parcels and Units for the purposes of:**

**a. providing sod lawn mowing, trimming, fertilization, weed and insect control, and irrigation head maintenance and repair thereon, and**

**b. collecting and removing trash and debris properly placed by each resident for pick-up in accordance with the rules and regulations of the Association in effect from time-to-time.**

\* \* \*

10. Use Restrictions

\* \* \*

10.7 Water Conservation. No Owner shall replace or remove any fixture, **including irrigation heads,** which affects the amount of water consumption relative to his Parcel and which was installed at the Parcel by the **Association, the** Developer or a

Participating Builder if the likely result of the replacement or removal would be to increase the amount of such consumption. The Board of Directors may grant a complete or conditional exemption from the foregoing stricture in any case in which removal or replacement of a particular fixture or device located on a Parcel is required because of the fixture's or device's malfunctioning, deterioration or destruction and its replacement with a fixture or device which is not likely to increase the amount of water consumption relative to the Parcel is unfeasible or unduly burdensome because of the unavailability or prohibitive expensiveness of such a fixture or device or otherwise.

\* \* \*

## 11. Maintenance and Taxes

11.1 Maintenance of Common Properties. The Association shall be responsible for maintaining all of the Common Properties (including all furnishings, fixtures, equipment and vegetation located on them) in a clean, safe and orderly condition and replacing them when necessary. The Board of Directors shall be responsible for ordering maintenance of the Common Properties to be performed and may delegate the responsibility of ordering and/or performing the maintenance to one or more Management Companies.

### 11.2 Optional Maintenance of Properties Other Than Common Properties.

(a) As a Result of Deterioration. If any Cluster Association responsible for maintaining part of the Properties permits an Improvement or grounds within the purview of its responsibility to deteriorate into an unsafe or unsightly condition and to continue in that condition for 30 days after receiving written notice to it of the condition from the Association, the Association shall be entitled (though not obligated) to enter upon the property operated by the offending Cluster Association and correct the condition. The cost of any such correction shall be levied against the members of the offending association as a special assessment.

(b) By Agreement with Cluster Association. The Association is expressly authorized to enter into an agreement with any Cluster Association whereby the Association is to maintain portions of the property, the maintenance of which that Cluster Association is responsible for and which are not located within any building and whereby that Cluster Association is to reimburse the Association the costs and expenses thereby incurred by the latter. The Association may also enter into operational agreements with Cluster Associations related to security and covenant enforcement.

**(c) By Election of the Board of Directors. The Association may elect, at the sole option of the Board of Directors, to provide trash and debris pick-up and removal to all individual Parcels and Units as a General Common Expense, and sod lawn mowing, trimming, fertilization, weed and insect control, and irrigation head maintenance and repair on all individual Parcels and Units as a General Common Expense, subject to the exceptions stated elsewhere herein. If the Association elects to provide such services, for any cluster association which fails to amend its Declaration to permit the expense of such services to be a common expense of the cluster association, the Association may nevertheless, at its sole option provide such services as a general common expense of the Association, or it may decline to offer such services to the cluster association members until such time as the cluster declaration is amended to make the cost of such services a common expense of the cluster association. If the services are not offered to the members of a cluster association, the assessments to the cluster association members shall be reduced by the pro rata share of said members for the unprovided services. Where the governing documents of a cluster association require the members of the cluster association to maintain the sod lawn and irrigation heads and to dispose of trash and debris, the provision of these services by the Association shall be deemed to be rendered on behalf of such members.**

\* \* \*

Prepared by: Paul L. Wean, Esquire  
Dated: May 25, 2010