

This instrument prepared by:

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Orlando, Florida 32803

**CERTIFICATE OF APPROVAL OF AMENDMENTS TO
DECLARATION OF CONDOMINIUM OWNERSHIP OF
VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM**

The undersigned authorities hereby certify that the attached amendments to the Declaration of Condominium Ownership of Village Square of Titusville, A Condominium ("Declaration") as originally recorded in the Public Records of Brevard County at Official Record Book 2474, Page 1606, as amended, have been duly adopted.

The attached amendments were approved in accordance with Articles 2.9 and 2.15 of the By-Laws, Section 617.0701(4), Fla. Stat. and Article 22.1 of the Declaration of Condominium, as same was amended of record, by at least two-thirds (2/3) of the participating voting interests with a minimum of a majority of a voting interests required to participate, as required by said Article 22.1 of the Declaration of Condominium. Such approvals were obtained from members who executed a written consent without a meeting, accumulated between January 26, 2017 and March 20, 2017.

Witness our hands and seals this 1ST day of MAY, 2017.

ATTEST:

Village Square of Titusville, Condominium
Association, Inc.
"Association"

Betty Conant
Betty Conant, Secretary

By Brenda Dowd
Brenda Dowd, President

STATE OF FLORIDA :
COUNTY OF BREVARD :

Before me, the undersigned authority, personally appeared Brenda Dowd and Betty Conant, to me personally known to be the President and Secretary, respectively, of Village Square of Titusville, Condominium Association, Inc., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 1ST day of MAY, 2017.

Michelle Davis
(SIGN)

Michelle Davis
(PRINT)

Notary Public, State of Florida at Large



MICHELLE DAVIS
MY COMMISSION # FF 948089
EXPIRES: January 21, 2020
Bonded Thru Budget Notary Services

My Commission Expires:

**PROPOSED AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

* * *

15. ASSESSMENTS. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

* * *

15.3 Lien for Assessments. Unpaid assessments applicable to a Unit shall constitute a lien on that Unit and such lien shall also secure reasonable attorney's fees incurred by the Association or its agent incident to the collection of such assessment ,or enforcement of such lien.

Notwithstanding the above, it is specifically understood and agreed that the Association's lien above provided for shall be subordinate to the lien of an Institutional Lender having a first mortgage on the Condominium Property or any part thereof or to the interest of an acquirer obtaining titled to a Condominium Parcel as a result of the foreclosure of a first mortgage thereon, or accepting a deed in lieu of foreclosure of a first mortgage thereon, and **any such Institutional Lender having a first mortgage on the Condominium Property or its successor or assign** acquirer of title shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, **provided that any third party who shall acquire an interest in a Unit shall be jointly and severally liable with the former Unit Owner in accordance with applicable law, for all unpaid assessments and/ which became due prior to acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure and to all assessments subsequently accruing thereafter.** ~~as well as to all assessments unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage.~~ Said mortgagee or other acquirer of title shall, however, be responsible for all assessments for Common Expenses coming due subsequent to the date of final decree or judgment of foreclosure or the date of delivery of the deed in lieu of foreclosure **or other acquisition of ownership. If the Association acquires title and is not the first mortgagee, nor its successor or assignee at the time the Certificate of Title was issued, the Association shall not be liable for any unpaid assessments, late fees, interest or reasonable attorney's fees and costs that came due before the Association's acquisition of title. No such transfer of title to any Unit shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.**

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19. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions:

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19.8 Pets. ~~No pets shall be permitted on any of the Common Elements not specifically designated by the Board of Directors. Pets which are a nuisance to other Unit Owners may be required to be permanently removed by action of the Board of Directors.~~

No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Condominium Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Unit Owner or resident. No pet shall be allowed outside a Unit except on a leash and under the control of the pet owner. No pets shall be permitted to place or have excretions on any portion of the Condominium Property except those areas specifically designated for use as a pet walk by the Board of Directors and unless the owner of the pet physically removes any such solid excretions from that portion of the Condominium Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Association may establish limits on the number and kind of pet that may be kept or permitted to be kept in any Unit, provided that the default number of dogs and cats or any combination of each shall be no more than a total of two (2). No pet, with the exception of such pets as may already permanently reside in any Unit as of the effective date of this amendment, may exceed twenty (20) pounds at maturity and fourteen (14) inches in height as measured from ground to shoulder at maturity.

For purposes of implementing this weight restriction, each Owner of a pet that exceeds twenty (20) pounds at maturity and fourteen (14) inches in length at maturity as of the effective date of this amendment shall be required to register their pet with the Association within thirty (30) days of the effective date of this amendment. Any pet that exceeds twenty (20) pounds at maturity and fourteen (14) inches in length at maturity and is not registered within that thirty (30) day time period will be presumed to be residing within a Unit in violation of these size restrictions and will be subject to proceedings to cause the removal of the pet unless the pet is otherwise required by law to be permitted to be kept on the premises.

Any dog that is to reside in a Unit shall be registered with the Association within ten (10) days of the dog being brought onto the Condominium Property on a form adopted by the Board from time to time that contains such information deemed relevant by the Board, including, but not limited to a photo of the animal, the type, size, weight, predominant breed and coloring thereof.

Failure to immediately pick up any solid animal excrement shall subject the Owner and/or resident to all available remedies, including, but not limited to a fine.

* * *

20.8 Limitation on Transfers - Notwithstanding any other provision in this Declaration to the contrary, no person or entity, either in its own name or in a representative capacity, whether disclosed or undisclosed, may hold an interest of any type in more than two (2) units in the condominium at one time. This provision shall not apply to institutional lenders who hold units as security or who obtain units via deed in lieu of foreclosure or by

judicial foreclosure proceedings. For purposes of the foregoing, an “institutional lender” shall mean and refer to banks, credit unions, savings and loan institutions, insurance companies and other financial businesses licensed by the State of Florida or by another state and which regularly engage in the business of writing purchase money mortgages for the general public. This provision shall also not apply to units currently held by the Association or by existing owners for so long as they are held by such owners, provided however, that the limitation contained in this section shall apply to interests acquired and transferred after the effective date of this amendment. Failure to comply with this provision shall be a basis for denial of approval to transfer the unit by sale, lease or otherwise. The failure of a person or entity to fully disclose its interest in a unit being acquired shall be a basis for an action to set aside the entire transfer, and shall also constitute a basis for denial of the future right to transfer units to any other person or entity who participated in the transfer. In any proceeding arising under this provision the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

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Prepared by: Paul L. Wean
Date: November 30, 2016