

This instrument prepared by:

Helena Gutierrez Malchow, Esquire  
WEAN & MALCHOW, P.A.  
646 East Colonial Drive  
Orlando, Florida 32803

CFN 2020053843, OR BK 8683 PAGE 1781.  
Recorded 03/05/2020 at 02:42 PM, Scott Ellis, Clerk of  
Courts, Brevard County  
# Pgs:4

**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 October 28, 2019 and January 23, 2020.

Witness our hands and seals this 27 day of February, 2020.

ATTEST:

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

*Donna Tidwell*  
Donna Tidwell, Secretary

By: *Betty Conant*  
Betty Conant, President

STATE OF FLORIDA :  
COUNTY OF BREVARD :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27 day of February, 2020, by Betty Conant and Donna Tidwell, as President and Secretary, respectively, of Village Square of Titusville, Condominium Association, Inc., on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

*Michelle Davis*  
(SIGN)

My Commission Expires:

Michelle Davis  
(PRINT)

Notary Public, State of Florida at Large



**MICHELLE DAVIS**  
Commission # GG 944801  
Expires January 21, 2024  
Bonded thru Budget Notary Services

**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 \* \* \*

\* \* \*

13. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, and restrictions on alteration and improvement, shall be as follows:

13.1 Units.

\* \* \*

b. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) to maintain, expense all portions of his Unit except the portion to be maintained, repaired and replaced by the Association, including without limitation, repair and replacement of screens, windows, the interior side of the entrance door, and all other doors within the Unit, the electrical (including wiring plumbing (including fixtures and connections), heating and air conditioning equipment, fixtures and outlets serving only his Unit, appliances, carpets and other floor covering, and all interior surfaces of the Unit. Such shall be done without disturbing the rights of other Unit Owners;

(2) not to paint or otherwise decorate or change the appearance of any portion of the exterior of any Unit, or of the Common Elements or of the exterior of any Building;

(3) to report promptly to the Association any defect or need for repairs for which the Association is responsible;

(4) under subparagraph 13.1(b)(1), the Unit Owner shall have the sole responsibility for cleaning, maintaining, replacing and repairing Unit doors, door facings, windows, window facings and screens unless the Association otherwise determines. All repairs and replacements thereof shall conform in color, style and quality to the plan and architecture of the Building;

(5) maintenance by the Unit Owner under subparagraph 13.1(b)(1) above, shall also include repair of water leaks occurring in his Unit to his plumbing equipment (i.e., a leaky sink or toilet or pipe thereto) and the repair of mechanical and other equipment located in the servicing his Unit (i.e., telephone, heating, cooking, refrigeration, cooling and other equipment located in his Unit). All such repairs shall be made solely at the Owner's expense and only by appropriately licensed plumbing, electrical or other persons approved by the Board of Directors of the Association or its designated agent. No Unit Owner shall make the mechanical adjustments to any other equipment on the Condominium Property, such as the Limited Common Elements, or to equipment located in any meter area, or to any TV antenna or amplifier; and

(6) to keep and maintain his Unit, its equipment and appurtenances in

good order, condition and repair, and to perform promptly all maintenance and repair work within the Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Without limiting the foregoing, the Unit Owner shall be responsible for maintaining climate control within the unit so as to prevent the growth of mold and mildew. Toward this end the Unit Owner shall maintain a minimum temperature of 78°F within the Unit through the use of effective, working air-conditioning and dehumidifying devices and shall arrange to have the unit checked by other responsible persons when the Unit Owner is away for more than five (5) consecutive days. Each Unit Owner shall provide the Association with the name and telephonic and electronic contact information for an alternate emergency contact who shall be responsible for and have authority to make decisions concerning emergency repairs to the Unit in the absence of the Unit Owner.

(7) after twenty-four (24) hours notice, an officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units. **In order to facilitate access to Units by the Association, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units to the Association for use in the performance of its maintenance functions. No Unit Owner shall change the locks to his or her Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit. In the event that a Unit Owner fails to provide keys to the Unit and the Owner or Resident is not available to allow access to the Unit to the Association to prevent damage to the Unit, another Unit or to the Common Elements, the Association shall charge the Unit Owner for the expense related to gaining access to the Unit.**

\* \* \*

20. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and the Condominium Building in useful condition exists upon the Land, which provisions each Unit Owner covenants to observe.

20.1 Transfer Subject to Approval:

a. Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association, except to his or her spouse or another Unit Owner.

b. Lease. No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Association except to a Unit Owner. No Unit may be leased for a period of less than one month and is restricted to three leases per calendar year. Only entire Units may be leased, and only the lessee, and his family, servants and guests may occupy the Unit under authority of any lease. No Unit Owner shall lease his Unit for transient or hotel purposes, except for a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure. All leases shall be in writing. The terms of any lease agreement, must comply with the provisions of the Declaration and the By-laws and provide that the failure of any lessee to comply with the terms of such documents shall be a default under the lease.

c. Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

d. Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

e. Other Transfers. If any Unit Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

\* \* \*

**20.10 Application Fees.** The Association shall have the right to impose a transfer fee for processing applications for the sale, lease, or other transfer of Units. The amount of such fee shall not exceed the maximum amount permitted by law per applicant. In addition, the Association may charge the actual costs of performing a background check or screening of prospective purchasers or lessees in connection with the sale, lease or other transfer of Units as permitted by law.

\* \* \*