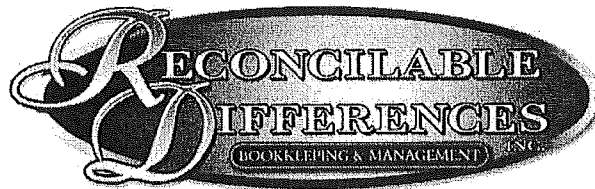


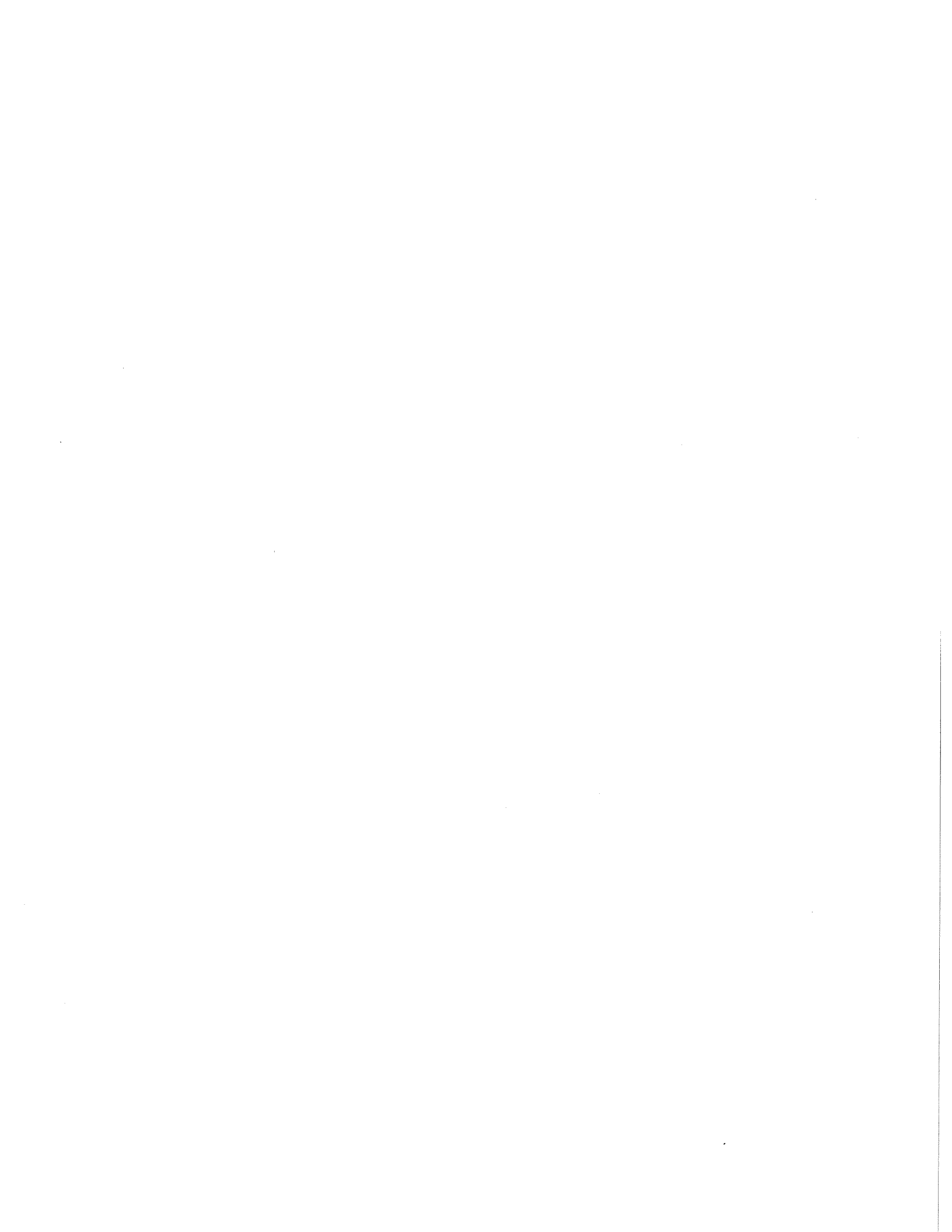
Village
Square

Village Square of Titusville, Condominium Association, Inc.
1685 - 1795 Harrison Street
Titusville, FL 32780

Articles of Incorporation



c/o Reconcilable Differences, Inc.
2560 Palm Lake Drive, Merritt Island, FL 32952
321-453-1585 Fax: 321-305-6199
E-Mail: Office@RecDif.com
www.ReconcilableDifferences.net



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 24, 1983.

The charter number for this corporation is 766668.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 26th day of January, 1983.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

CER 101

EXHIBIT "R" to Declaration of Concominium

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ARTICLES OF INCORPORATION

OF

VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

FILED
JAN 24 12 46 PM '83
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporators by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation is VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "association", these Articles of Incorporation as the "articles", and the Bylaws of the association as the "bylaws".

ARTICLES II. TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE III. PURPOSE

This association is organized for the purpose of providing an entity under the Florida Condominium Act (the Act) for the operation of a condominium located in Brevard County, Florida, and known as VILLAGE SQUARE OF TITUSVILLE, Condominium (the condominium) created pursuant to the Declaration of Condominium (the declaration).

ARTICLE IV. MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE
AND REGISTERED AGENT

The street address of the initial registered office of this corporation is 3435 South Hopkins Avenue, Titusville, Florida 32780 and the name of the initial registered agent of this corpo-

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ration at that address is RAYMOND J. MANSOLILLO.

ARTICLE VI. FIRST BOARD OF DIRECTORS

1. Raymond J. Mansolillo, 1704 Country Club Drive, Titusville, Florida
2. Marie T. Mansolillo, 1704 Country Club Drive, Titusville, Florida
3. David McGroth, Rhode Island Federal Savings & Loan Association, 110 Westminster Street, Providence, Rhode Island

ARTICLE VII. INCORPORATORS

1. Raymond J. Mansolillo, 1704 Country Club Drive, Titusville, Florida
2. Mirlam Walker, 3435 S. Hopkins Avenue, Titusville, Florida
3. Truman Scarborough, Jr., 3435 S. Hopkins Ave., Titusville, Florida

ARTICLE VIII. INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association (Proceedings"). The Association will reimburse for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, as such terms are used in Section 607.014(6) of the Florida Statutes, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred by the Florida Statutes or the Bylaws, Articles or any agreement executed by the Association.

IN WITNESS WHEREOF the undersigned Incorporators have executed these Articles of Incorporation on the 17th day of January, 1983.

Raymond J. Mansolillo
Raymond J. Mansolillo

Miriam Walker
Miriam Walker

Truman Scarborough, Jr.
Truman Scarborough, Jr.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Instrument was acknowledged before me this 17th day of January, 1983, by Raymond J. Mansolillo, Miriam Walker, and Truman Scarborough, Jr.

Debra K. Halley
Notary Public, State of Florida
at Large

My Commission expires: 10-5-83

NOTARY PUBLIC STATE OF FLORIDA

ACCEPTANCE OF REGISTERED AGENT

FILED

JAN 24 12 46 PM '83

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as registered agent to accept service of process for VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC. corporation, at the place designated in these articles, I agree to act in this capacity and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Raymond J. Mansolillo

Raymond J. Mansolillo
(Registered Agent)

January 22, 1983

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RULES AND REGULATIONS
FOR
VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., and shall apply to and be binding upon all condominium parcel owners. The condominium parcel owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida Law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, ⁱⁿconsents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

EXHIBIT "S" to the Declaration of Condominium .

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1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of The Association in writing, not to the Board of Directors or to the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the condominium are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the condominium parcel owner causing such damage.

3. NOISE

~~Second floor units shall be carpeted except in bath-~~
rooms and kitchens. Radio, hi-fi and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding good-night to departing guests and slamming of car doors between these hours should be avoided. Your neighbors will appreciate this.

4. PETS

No pet shall be a nuisance to other residents. Pets are not permitted in any common area except where designated by the

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Board of Directors. Pets must be carried to and from the unit to such designated area or the unit owner's vehicle.

5. OBSTRUCTIONS

Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereon without the express approval of the Association.

6. CHILDREN

This is an adult community and children under the age of 12 years shall not live in the condominium except as guest. Unit owners shall notify the Association in advance by written notice of the arrival and departure dates of children under the age of 12. Children are not to play in public halls or stairways. Supervision must be exercised at all times and particularly when children are playing on the grounds and common areas. Failure to provide proper supervision may result in the loss of the right to have children visit.

7. DESTRUCTION OF PROPERTY

Neither members, their dependants nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. Members shall be responsible for any such damage.

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8. EXTERIOR APPEARANCE

The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

9. CLEANLINESS

All garbage and refuse from the condominium shall only be deposited with care in garbage containers intended for such purposes at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

10. BALCONIES

Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. Members shall remove all loose or movable objects from balconies during the hurricane season. Do not throw cigars, cigarettes or any other object from your balcony. No cooking shall be permitted on any balcony of a condominium parcel. Members shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

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11. HALLWAYS

Garbage cans, laundry, dry cleaning supplies or other articles shall not be placed in the halls or on staircase landings. No member shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

12. DOOR LOCKS

Members must abide by paragraph 13.5, "Right of Entry Into Private Condominium Parcels in Emergencies", of the Declaration of Condominium, which reads as follows:

"In case of emergency originating in or threatening any condominium parcel, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such condominium parcel for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium parcel shall deposit under the control of the Association, a key to such condominium parcel."

13. PLUMBING

Water Closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

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14. ROOF

Members are not permitted on the roof for any purpose.

15. SOLICITATION

There shall be no solicitation by any person anywhere in the building for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors.

16. PARKING

There are no designated parking spaces nor are parking spaces assigned by the Association. No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent access to another parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. Parking space sizes are adequate. Please make certain that your vehicles are parked within the painted lines and are pulled up close to bumper. As a security measure, keep your automobile doors locked.

17. HURRICANE PREPARATIONS

Each member who plans to be absent from his condominium parcel during the hurricane season must prepare his condominium parcel prior to departure by designating a responsible firm or

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individual to care for his condominium parcel during this absence in the event that the condominium parcel should suffer hurricane damage, and furnish the President of the Association with the name of such firm or individual. The designated firm or individual shall contact the Association for permission to install or to remove hurricane shutters.

18. GUESTS

Owners shall notify the Association in advance by written notice of the arrival and departure dates of guests who have his permission to occupy the condominium parcel in his absence. Owners should have such guests check in at the office upon arrival in order that service can be extended to them in the way of incoming mail or any emergency which might arise. Guests will be given copies of the rules and regulations and the owners will be responsible for their compliance with such rules.

19. LEASING OR REALES

The Declaration of Condominium for VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., a condominium, which is filed of record in Brevard County, Florida, specifies how leasing or resale of condominium parcels shall be handled, including the following:

19.1 No owner of a condominium parcel shall lease or sell his condominium parcel to anyone without first giving notice in writing, by registered or certified mail, to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.

19.2 The letter notifying the Association of an owner's desire to lease or sell his condominium parcel must state the name, address and employment or occupation of the prospective lessee or purchaser, and a copy of the bona fide offer to lease or

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sell the condominium parcel must also be submitted with the letter.

19.3 The application forms required by the Association shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of FIFTY DOLLARS (\$50.00) to cover the Association's administrative expenses.

19.4 The Association shall have thirty (30) days or ten (10) days if a lease, from receipt of all the information requested to decide whether it will approve the application and will so notify the condominium parcel owner in writing.

19.5 Any lease must contain a covenant stating that the lessee shall comply with all present and future rules and regulations of the Association.

19.6 If the prospective lessee or purchaser is approved by the Board of Directors, the Board will so notify the owner and the lessee or purchaser, in writing, and will send a copy of the Rules and Regulations to the lessee or purchaser.

19.7 Subleasing by lessee is NOT permitted, except when the Association is the lessee.

19.8 No condominium parcel may be leased for a period of less than one month and is restricted to three leases per year.

20. SWIMMING POOL

Members and their guests using the swimming pool do so at their risk. Members and their guests are requested to obey the posted swimming pool rules. Children under twelve (12)

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years using the pool and facilities of the recreation area must be accompanied and supervised by a responsible adult.

20.1 Swimming in the pool is permitted between the hours of 8:00 a.m. and 9:00 p.m. Since the pool is not guarded, persons using this facility do so at their own risk. Persons using these facilities must be appropriately attired.

The following are the basic rules for persons using the pool:

20.1.1 Shower thoroughly each and every time before entering the pool.

20.1.2 Running and/or ball playing or throwing objects is not permitted in the general pool area.

20.1.3 Beverages may be consumed within the pool areas, but extreme care must be taken that absolutely, NO GLASS, GLASS bottles or other GLASS containers be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.

20.1.4 If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the President of the Association, who will call the matter to the

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attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgement by the Board of Directors. If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

BY ORDER OF THE BOARD OF DIRECTORS OF
VILLAGE SQUARE OF TITUSVILLE,
CONDOMINIUM ASSOCIATION, INC.

Francis J. Mansolillo

Ray C. Mansolillo

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T46525

TWELFTH AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE,
A CONDOMINIUM

THIS TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM (hereinafter referred to as the "Twelfth Amendment") is made and entered into as of this 1st day of November, 1989 by FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the developer of certain real property situate in Brevard County, Florida more particularly described in Exhibit "A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, a portion of the Property has been submitted to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, under, by virtue of and pursuant to that certain Declaration of Condominium for Village Square of Titusville, a Condominium, executed by THE MANSOLILLO CORPORATION, a Florida corporation, and FIRST SERVICE PROPERTIES, a Florida general partnership, dated November 8, 1983 and recorded on December 14, 1983 in Official Records Book 2474, Page 1606, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration has been amended to add additional phases and lands to Village Square of Titusville, a Condominium (hereinafter referred to as the "Condominium") pursuant to that certain Amendment to Declaration of Condominium recorded August 1, 1984 in Official Records Book 2531, Page 1405; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1066; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1077; and that certain Amendment to Declaration of Condominium recorded April 15, 1985 in Official Records Book 2591, Page 1964; and that certain Amendment to Declaration of Condominium recorded April 19, 1985 in Official Records Book 2593, Page 978; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1796 and re-recorded in Official Records Book 2662, Page 1417; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1805; and that certain Eighth Amendment to Declaration of Condominium for Village Square of Titusville, A Condominium recorded December 30, 1987 in Official Records Book 2870, Page 2136; and that certain Ninth Amendment to the Declaration for Village Square of Titusville, A Condominium recorded May 26, 1988 in Official Records Book 2190, Page 21; and that certain Tenth Amendment to Declaration of Condominium for Village Square of Titusville, A Condominium recorded May 27, 1988 in Official Records Book 2915, Page 1646 (hereinafter referred to as the "Tenth Amendment"); and that certain Eleventh Amendment to Declaration of Condominium for Village Square of Titusville, A Condominium recorded July 22, 1988 in Official Records Book 2926, Page 1913; all of the Public Records of Brevard County, Florida; and

WHEREAS, the Developer desires to declare the substantial completion of Building 13 in Phase VII of the Condominium.

NOW, THEREFORE, for and in consideration of the premises hereof, Developer hereby amends the Declaration, and declares and agrees as follows:

This instrument was prepared by and should be returned to
JULIAN F. WHITEHURST
Lawder, Dredrick, ... & Reed
215 N ...
Post Office Box 2309
Orlando, Florida 32802

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Associated Land Title Group, Inc.
Post Office Box 22
Titusville, Florida 32780

SUBSTANTIAL COMPLETION OF BUILDING 13 IN PHASE VII

1. All capitalized terms used in this Twelfth Amendment shall have the same meaning and definition as set forth in the Declaration.

2. The Developer hereby states and declares that the real property generally described in the Declaration as Phase VII, and specifically Building #13, which building is part of Phase VII, and the improvements within Phase VII in connection therewith are hereby declared to be substantially completed and are subject to all of the restrictions, reservations, covenants, conditions and easements set forth in the Declaration.

3. Exhibit K which was previously attached to the Declaration (and amended by the aforesaid Tenth Amendment) is hereby further amended and replaced by the Exhibit K attached hereto, which includes a unique identification by Unit number of each Condominium Unit within Phase VII (including those in both Building #12 and Building #13).

4. Except as modified and amended by this Twelfth Amendment, the Declaration, as previously amended, shall remain in full force and effect, strictly in accordance with its terms.

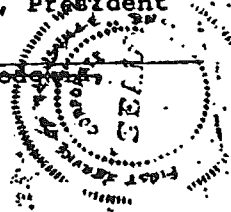
IN WITNESS WHEREOF, FIRST SERVICE OF TITUSVILLE, INC., d/b/a FIRST SERVICE PROPERTIES has caused these presents to be executed in its name in manner and form sufficient to bind it as of the date first set forth hereinabove.

Signed, sealed and delivered
in the presence of:

FIRST SERVICE OF TITUSVILLE,
INC., a Florida corporation
d/b/a FIRST SERVICE PROPERTIES

By: Robert M. Doyle
Robert M. Doyle, President

Attest: Andrew M. Hobbin
Secretary



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this 1 day of November, 1989 by ROBERT M. DOYLE, President, and ~~ANDREW M. HOBBIN, Secretary~~, of FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES, on behalf of said corporation.



Patricia C. Mason
Notary Public
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Northwest Corner of the NE $\frac{1}{4}$ of said Section 16, Township 22 South, Range 35 East; thence run S 2°16'26" E along the west line of said NE $\frac{1}{4}$, 165.06 feet to the POINT OF BEGINNING of the lands herein described; thence continue S 2°16'26" E along said west line of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, a distance of 517.76 feet to the Southwest Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16; thence N 88°29'45" E along the south line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 661.38 feet to the Southeast Corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16; thence N 1°53'37" W along the east line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 16.64 feet to a point 660.0 feet south of the north line of said Section 16; thence N 89°01'26" E, parallel with the north line of said Section 16, a distance of 493.94 feet to a point on the west right of way line of BARNA AVENUE; thence N 0°42'35" W along said west right of way line of BARNA AVENUE 204.92 feet; thence S 89°01'26" W and parallel with the aforesaid north line of Section 16, a distance of 200.00 feet; thence N 0°42'35" W and parallel with said west right of way line of BARNA AVENUE, 200.00 feet to a point on the south right of way line of HARRISON STREET; thence S 89°01'26" W along said south right of way of HARRISON STREET, 566.60 feet to the point of curvature of a circular curve concave northerly, having a radius of 740.00 feet; thence westerly along the arc of said curve through a central angle of 21°53'38" a distance of 282.77 feet to the Point of Reverse Curvature of a circular curve concave southerly, having a radius of 660.00 feet; thence westerly along the arc of said curve through a central angle of 11°25'04", a distance of 131.52 feet to the POINT OF BEGINNING

Containing 10.50 acres, more or less.

UNSUITABLE
FOR MICROFILMING

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE SEVEN

LEGAL DESCRIPTION:

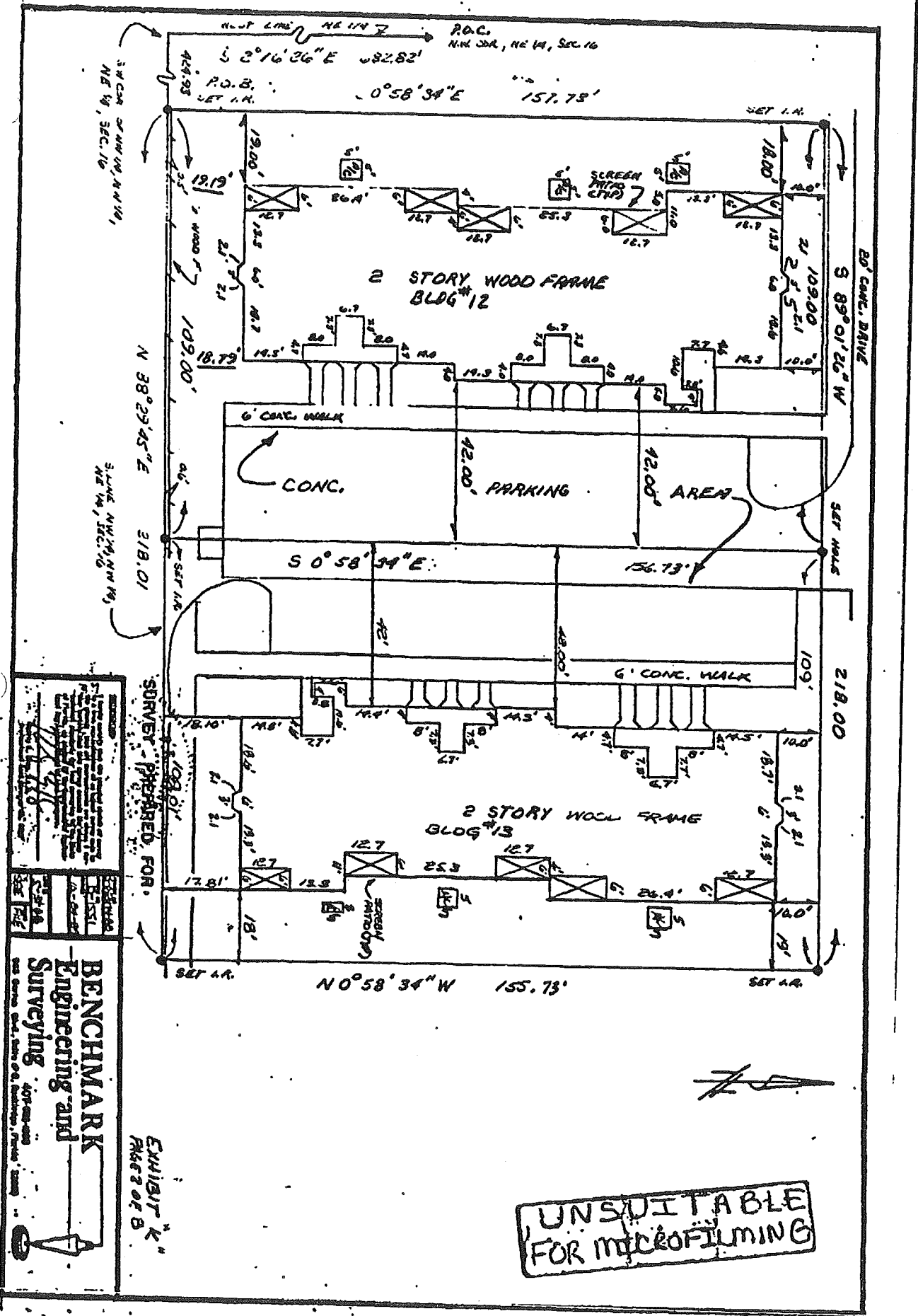
A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST; THENCE RUN SOUTH $02^{\circ}16'26''$ EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, 682.82 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH $88^{\circ}29'45''$ EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, A DISTANCE OF 424.93 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH $88^{\circ}29'45''$ EAST ALONG SAID SOUTH LINE, 218.01 FEET; THENCE NORTH $00^{\circ}58'34''$ WEST, 155.73 FEET; THENCE SOUTH $89^{\circ}01'26''$ WEST, 218.00 FEET; THENCE SOUTH $00^{\circ}58'34''$ EAST, 157.73 FEET TO THE POINT OF BEGINNING.

SUBJECT to a Florida Power and Light Company easement as described in Official Records Book 2436 at Page 1694 of the Public Records of Brevard County, Florida.

PREPARED BY:
BENCHMARK ENGINEERING AND SURVEYING
POST OFFICE BOX 945
ROCKLEDGE, FL 32956-0945

EXHIBIT "K"
PAGE 1 OF 8

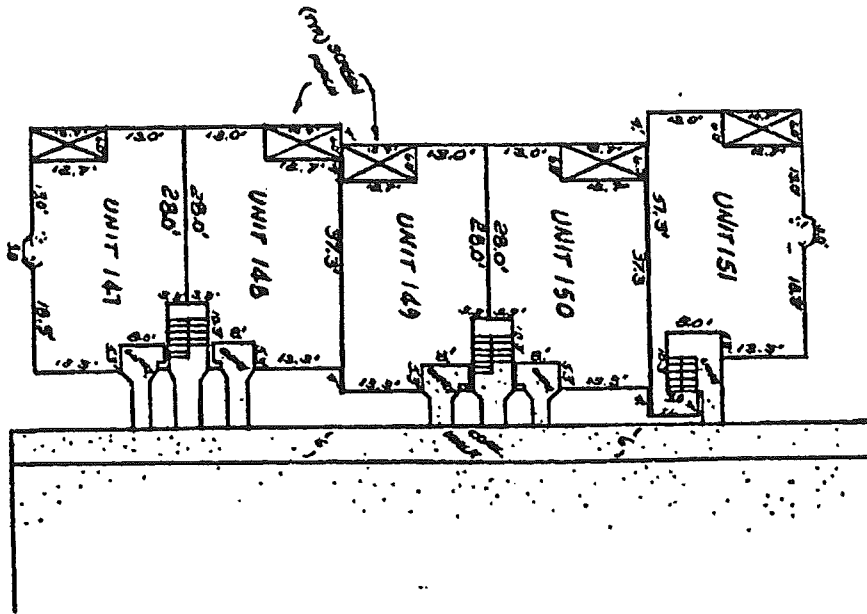


I have made and do hereby certify that the above is a true and correct copy of the original plan as shown to me by the owner and that the same is a true and correct copy of the original plan as shown to me by the owner and that the same is a true and correct copy of the original plan as shown to me by the owner.

BENCHMARK
 Engineering and
 Surveying
 407-433-0000
 200 Service Blvd., Suite 204, Pittsburgh, Pa 15201

EXHIBIT "K"
 PAGE 2 OF 8

UNSUITABLE
 FOR MICROFILMING



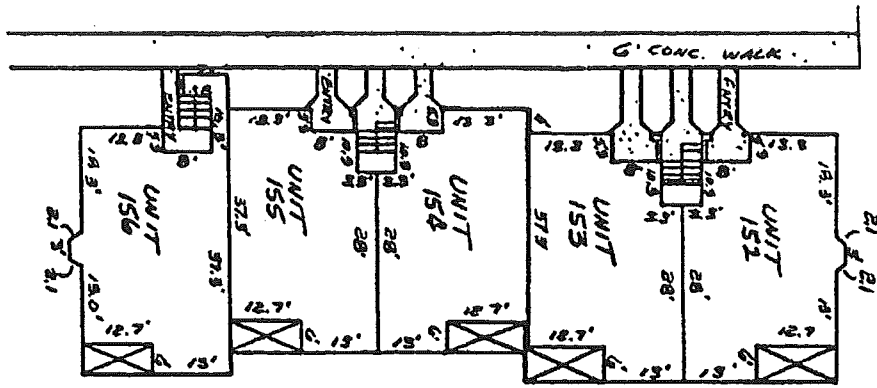
GROUND FLOOR PLAN
SURVEY PREPARED FOR BLDG. #12

UNSUITABLE
FOR MICROFILMING

PROJECT NO.	B 3552
DATE	12-21-61
SCALE	1/4" = 1'-0"
CHECKED BY	J. J. [Signature]
DATE CHECKED	12-21-61

BENCHMARK
Engineering and
Surveying
100 - 5th Ave., Suite 604, Brooklyn, N.Y. 11215
900-666-6666

EXHIBIT K
PAGE 5 OF 8



● Found Iron Nail ○ Set Iron Nail with Cap. etc. etc. ▲ Found Nail 600th Δ Set Nail 6 Out

**GROUND FLOOR PLAN
SURVEY PREPARED FOR: BLDG #13**

According to Map No. _____ Parcel No. _____ dated April 3, 1968, this property lies in FLOOD ZONE _____.

Surveyor's Name: _____

This survey is prepared and printed for the exclusive use of the client named herein. It is not to be used for any other purpose without the written consent of the surveyor. The property has not been inspected by the surveyor for easements and/or rights of way of record.

Compliance: _____

I hereby certify that the depicted details of survey is a true representation of an actual survey made on the ground, that all measurements are shown hereon are in accordance with the survey and that the same conform to the standards and methods of practice for the State of Florida, as adopted by the Department of Professional Regulation, and that the same are correct and true.

Philip R. Kline, P.L.S.

Professional Land Surveyor No. 4992

EXHIBIT "K" PAGE 5 OF 8

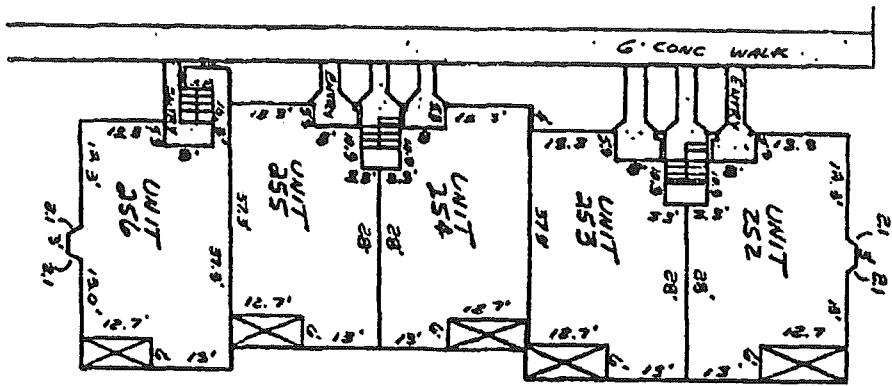
Scale: 1" = 20' Draw by: *AKL*

Benchmarks based on _____

Elevation based on _____

BENCHMARK
Engineering and
Surveying
(407) 636-1850
P.O. Box 945 Rockledge, FL
32956-0945

UNSUITABLE
FOR MICROFILMING



● Found from field ○ Not from field with copy No. 4222 ▲ Found from notes ▽ Not from notes



Project No.	S 102416 B1
District No.	B-2208
Date	10-24-89
Drawn by	PLB

**SECOND FLOOR PLAN
SURVEY PREPARED FOR: BLDG. W/3**

According to map No. _____ Parcel No. _____ dated April 5, 1988, the property lies in **ROOM ZONE** **Zone**.

Surveyor's Note:
This survey is prepared and intended for the exclusive use of the client named herein. It is not to be used for any other purpose without the written consent of the surveyor. This property has not been divided by the surveyor for assessment and/or apportionment of taxes.

Conditions:
I hereby certify that the attached copies of plans is a true representation of an actual survey conducted by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Florida. I am not responsible for any errors or omissions in the plans or for any consequences that may result therefrom. I am not responsible for any errors or omissions in the plans or for any consequences that may result therefrom.

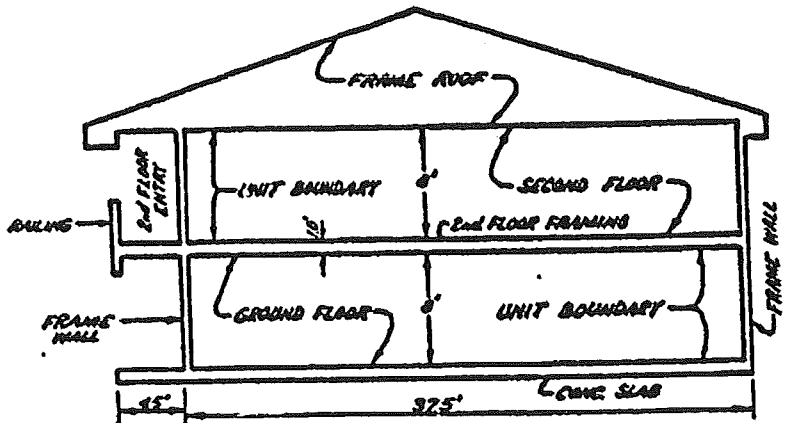
PLB
Professional Engineer
No. 102416 B1

UNSUITABLE
FOR MICROFILMING

EXHIBIT "K" PAGE 6 OF 8

Scale: 1" = 20' Drawn by: *PLB*
Revised based on: _____
Revised based on: _____

BENCHMARK
Engineering and
Surveying
(407) 636-1850
P.O. Box 945 Rosedale, FL
32956-0945



TYPICAL SECTION

BUILDINGS 12 AND 13

UNSUITABLE
FOR MICROFILMING

PREPARED BY:
BENCHMARK ENGINEERING AND SURVEYING
POST OFFICE BOX 945
ROCKLEDGE, FL 32956-0945

EXHIBIT "K"
PAGE 7 OF 8

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

PHASE SEVEN

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

DESCRIPTION OF UNITS

UNITS shall mean and comprise of 20 separate and numbers UNITS which are designated in this EXHIBIT "K" the dimensions of which, as shown herein, are average to the unfinished inner surfaces of the perimeter walls, floors and ceilings and thus each UNIT consists of the space bounded by a vertical projection of the UNIT boundary lines, and the horizontal plane at the floor elevation extended to the ceiling for each respective UNIT; excluding however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to said UNITS and further excluding all COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY

COMMON PROPERTY shall mean and comprise of all the real property, improvements and facilities to VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM, including all parts of the building other than the UNITS as same are hereon defined, and include easements through said UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to said UNITS and easements of support in every portion for a UNIT which contributes to the support of the improvements shall further include all personal property held and maintained for the joint use and enjoyment of all owners for all such UNITS and shall exclude all the UNITS.

DESCRIPTION OF LIMITED COMMON PROPERTY

LIMITED COMMON PROPERTY shall mean and comprise that portion of the COMMON PROPERTY consisting of 20 separate and designated entry areas (Pages 3 thru 6). Ten separate and designed balcony areas (Pages 3 thru 6) and 10 separate and designated porch areas (Pages 3 thru 6) as specifically identified in this EXHIBIT "K" as to each of which are entry area, balcony area, and porch area, a right to exclusive use is reserved as an appurtenance to the particular UNIT designated in this EXHIBIT "K" contiguous with said entry area, balcony area or porch area. LIMITED COMMON PROPERTY shall also mean and comprise that portion of the COMMON PROPERTY consisting of six separate and designated stairways as specifically identified in this EXHIBIT "K" as to each of which said stairway, a right to exclusive use is reserved as an appurtenance to the particular UNITS designated in this EXHIBIT "K" (Pages 3 thru 6).

SURVEYOR'S NOTES

All elevations refer to mean sea level, National Geodetic Vertical Datum.

All air conditioning equipment serving an individual UNIT is considered to be a part of that UNIT, even though such equipment may be outside the boundaries of the UNIT as defined hereon.

SURVEYOR'S CERTIFICATE

I hereby certify that these surveys and plans marked EXHIBIT "K", Pages 1 through 8 inclusive, all of which are exhibits annexed to and made a part of the Declaration of Condominium of VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM together with the wording of said Declarations are a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimensions and size of each UNIT and of the COMMON ELEMENTS, and that the improvements represented herein are substantially completed and that all planned improvements, including but not limited to, landscaping, utility services, access to each UNIT and COMMON ELEMENT, facilities serving each building, as setforth in the DECLARATION, are substantially completed.

DATED: NOVEMBER 3, 1989

BENCHMARK ENGINEERING AND SURVEYING

PHILIP R. WING, P.L.S.
FLA. REG. NO. 4208

PREPARED BY:
BENCHMARK ENGINEERING AND SURVEYING
POST OFFICE BOX 945
ROCKLEDGE, FL 32956-0945

3027

PAGE

2869

EXHIBIT "K"
PAGE 8 OF 8

RECORDED AND VERIFIED
CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

ELEVENTH AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE,
A CONDOMINIUM

THIS ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM (hereinafter referred to as the "Eleventh Amendment") is made and entered into as of this 15th day of July, 1988 by FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the developer of certain real property situate in Brevard County, Florida more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, a portion of the Property has been submitted to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, under, by virtue of and pursuant to that certain Declaration of Condominium for Village Square of Titusville, a Condominium, executed by THE MANSOLILLO CORPORATION, a Florida corporation, and FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES, a Florida general partnership, dated November 8, 1983 and recorded on December 14, 1983 in Official Records Book 2474, Page 1606, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration has been amended to add additional phases and lands to Village Square of Titusville, a Condominium (hereinafter referred to as the "Condominium") pursuant to that certain Amendment to Declaration of Condominium recorded August 1, 1984 in Official Records Book 2531, Page 1405; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1066; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1077; and that certain Amendment to Declaration of Condominium recorded April 15, 1985 in Official Records Book 2591, Page 1964; and that certain Amendment to Declaration of Condominium recorded April 19, 1985 in Official Records Book 2593, Page 978; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1796 and re-recorded in Official Records Book 2662, Page 1417; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1805; and that certain Eighth Amendment to Declaration of Condominium for Village Square of Titusville, A Condominium recorded December 30, 1987 in Official Records Book 2870, Page 2136; and that certain Ninth Amendment to the Declaration for Village Square of Titusville, A Condominium recorded May 26, 1988 in Official Records Book 2910, Page 0021, and that certain Tenth Amendment to the Declaration for Village Square of Titusville, A Condominium, recorded June 15, 1988 in Official Records Book 2915, Page 1646, all of the Public Records of Brevard County, Florida; and

WHEREAS, the portion of the Property constituting Phase XII (hereinafter referred to as "Phase XII"), as described on Exhibit B attached hereto, has not been submitted to the Condominium form of ownership; and

WHEREAS, pursuant to the terms and provisions of the Declaration, as amended, the Developer desires to withdraw Phase XII from the effect and operation of the Declaration;

This instrument was prepared by and should be returned to
JULIAN E. WHITEHURST
Lawncs, Drosick, Dwyer, Kantor & Reed
Professional Association
212 North Cole Drive
Post Office Box 2809
Orlando, Florida 32802

RETURN TO:
Associated Land Title Group, Inc.
Post Office Box 576
Titusville, Florida 32760

536733

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PAGE

NO:), THEREFORE, for and in consideration of the premises hereof, Developer hereby amends the Declaration, and declares as follows:

1. All capitalized terms used in this Eleventh Amendment shall have the same meaning and definition as set forth in the Declaration.

2. The Developer hereby states and declares that the real property described in the Declaration as Phase XII, is hereby withdrawn from the operation and effect of the Declaration and is and shall hereafter be withdrawn from and excluded from the Condominium and the condominium form of ownership set forth in and pursuant to the terms and provisions of the Declaration.

3. The undivided share in the Common Elements of the Condominium appurtenant to each Condominium Unit remains unchanged. The percentage of, and the manner of sharing Common Expenses and owning Common Surplus for each Condominium Unit, is and shall be the same as the undivided share in the Common Elements of the Condominium for each particular Condominium Unit.

4. The per Unit assessment fee for each Condominium Unit in the Condominium remains unchanged.

5. Except as modified and amended by this Eleventh Amendment, the Declaration, as previously amended, shall remain in full force and effect, strictly in accordance with its terms.

IN WITNESS WHEREOF, FIRST SERVICE OF TITUSVILLE, INC., d/b/a FIRST SERVICE PROPERTIES has caused these presents to be executed in its name in manner and form sufficient to bind it as of the date first set forth hereinabove.

Signed, sealed and delivered in the presence of:

FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation d/b/a FIRST SERVICE PROPERTIES

Robert M. Doyle

By: *Robert M. Doyle*
Robert M. Doyle, President

Andrew M. Hodgkin

Attest: *Andrew M. Hodgkin*
Andrew M. Hodgkin,
Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this 15th day of July, 1988 by ROBERT M. DOYLE, President, and ANDREW M. HODGKIN, Secretary, of FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES, on behalf of said corporation.

Kimberly Bfth Flagg
Notary Public,
My Commission Expires:
KIMBERLY BFTH FLAGG, Notary Public
State of Rhode Island and Providence Plantings
My Commission Expires June 30, 1991

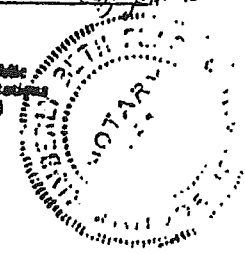


EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Northwest Corner of the NE $\frac{1}{4}$ of said Section 16, Township 22 South, Range 35 East; thence run S 2°16'24" E along the west line of said NE $\frac{1}{4}$, 165.06 feet to the POINT OF BEGINNING of the lands herein described; thence continue S 2°16'26" E along said west line of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, a distance of 317.76 feet to the Southwest Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16; thence N 88°29'45" E along the south line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 661.38 feet to the Southeast Corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16; thence N 1°53'37" W along the east line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 18.64 feet to a point 660.0 feet south of the north line of said Section 16; thence N 89°01'26" E, parallel with the north line of said Section 16, a distance of 493.94 feet to a point on the west right of way line of BARN A AVENUE; thence N 0°42'35" W along said west right of way line of BARN A AVENUE 204.92 feet; thence S 89°01'26" W and parallel with the aforesaid north line of Section 16, a distance of 200.00 feet; thence N 0°42'35" W and parallel with said west right of way line of BARN A AVENUE, 200.00 feet to a point on the south right of way line of HARRISON STREET; thence S 89°01'26" W along said south right of way of HARRISON STREET, 566.60 feet to the point of curvature of a circular curve concave northerly, having a radius of 740.00 feet; thence westerly along the arc of said curve through a central angle of 21°53'38" a distance of 282.77 feet to the Point of Reverse Curvature of a circular curve concave southerly, having a radius of 660.00 feet; thence westerly along the arc of said curve through a central angle of 11°25'04", a distance of 131.52 feet to the POINT OF BEGINNING

Containing 10.50 acres, more or less.

EXHIBIT "B"

A portion of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 16, Township 22 South, Range 35 East; run thence South 2° 16' 26" East along the West line of said Northeast 1/4, 682.82 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 16; thence North 88° 29' 45" East along the South line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 16, a distance of 661.38 feet to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 16; thence North 1° 53' 37" West along the East line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 16, a distance of 16.64 feet to a point 660.0 feet South of the North line of said Section 16; thence North 89° 01' 26" East, parallel with the North line of said Section 16, a distance of 258.82 feet to the Point of Beginning of the lands herein described; thence continue North 89° 01' 26" East, 235.12 feet to a point on the West right-of-way line of BARNA AVENUE; thence North 0° 42' 35" West along said West right-of-way line of BARNA AVENUE, 204.92 feet; thence South 89° 01' 26" West and parallel with the aforesaid North line of Section 16, a distance of 200.00 feet; thence South 27° 40' 52" West, 75.21 feet; thence South 0° 58' 34" East, 138.92 feet to the Point of Beginning.

TENTH AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE,
A CONDOMINIUM

THIS TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM (hereinafter referred to as the "Tenth Amendment") is made and entered into as of this 07th day of May, 1988 by FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the developer of certain real property situate in Brevard County, Florida more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, a portion of the Property has been submitted to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, under, by virtue of and pursuant to that certain Declaration of Condominium for Village Square of Titusville, a Condominium, executed by THE MANSOLILLO CORPORATION, a Florida corporation, and FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES, a Florida general partnership, dated November 8, 1983 and recorded on December 14, 1983 in Official Records Book 2474, Page 1606, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration has been amended to add additional phases and lands to Village Square of Titusville, a Condominium (hereinafter referred to as the "Condominium") pursuant to that certain Amendment to Declaration of Condominium recorded August 1, 1984 in Official Records Book 2531, Page 1405; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1066; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1077; and that certain Amendment to Declaration of Condominium recorded April 15, 1985 in Official Records Book 2591, Page 1964; and that certain Amendment to Declaration of Condominium recorded April 19, 1985 in Official Records Book 2593, Page 978; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1796 and re-recorded in Official Records Book 2662, Page 1417; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1805; and that certain Eighth Amendment to Declaration of Condominium for Village Square of Titusville, A Condominium recorded December 30, 1987 in Official Records Book 2870, Page 2136; and that certain Ninth Amendment to the Declaration for Village Square of Titusville, A Condominium recorded MAY 26th, 1988 in Official Records Book 1910, Page 21, all of the Public Records of Brevard County, Florida; and

WHEREAS, the Developer desires to establish and submit a portion of the Property owned by the Developer, constituting Phase VII of the Condominium (hereinafter referred to as "Phase VII"), as hereinafter described, to the condominium form of ownership;

NOW, THEREFORE, for and in consideration of the premises hereof, Developer hereby amends the Declaration, and declares and agrees as follows:

This instrument prepared by and return to:
7
Julian E. Whitehurst, Esquire
Lowndes, Droschick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

518976

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SUBMISSION OF PHASE VII TO CONDOMINIUM OWNERSHIP

1. All capitalized terms used in this Tenth Amendment shall have the same meaning and definition as set forth in the Declaration.
2. The Developer hereby states and declares that the real property generally described in the Declaration as Phase VII, together with the improvements within Phase VII in connection therewith, are hereby submitted to the condominium form of ownership, pursuant to the Condominium Act of the State of Florida and the Declaration, and the Declaration is hereby further amended to provide that building #12, which building is substantially completed, and building #13, which building is partially completed, of Phase VII and the improvements within Phase VII in connection therewith, shall become, and are hereby declared to be, a part of the Condominium Property and are therefore subject to all the restrictions, reservations, covenants, conditions and easements set forth in the Declaration. By virtue of the foregoing, all Phase VII is and shall hereafter be added to and included within the Condominium in accordance with and pursuant to the terms and provisions of the Declaration.
3. A legal description of all of Phase VII is set forth on Page 1 of Exhibit K attached hereto.
4. The condominium parcels with respect to Phase VII are set forth and delineated in the survey and plot plan attached hereto as Pages through , inclusive, of Exhibit K, which include a unique identification by Unit number of each Condominium Unit within Phase VII.
5. As set forth hereinbelow, buildings 12 and 13 of Phase VII consist of a total of twenty (20) Condominium Units which, together with the Condominium Units in Phases I, II, III, IV and Phase V, create a total of 104 Condominium Units in the Condominium, as of the date of this Tenth Amendment.
6. The undivided share in the Common Elements of the Condominium appurtenant to each Condominium Unit in buildings #12 and #13 of Phase VII, as well as to each Condominium Unit in Phases I, II, III, IV and Phase V, stated as a percentage, and determined in conformance with the provisions of Section 11 and the Declaration, is 1/104 of one hundred percent (100%) or approximately .96%. If subsequent phases are added to the Condominium in accordance with the Declaration, the adjusted percentage of the undivided ownership of the Common Elements shall be computed by dividing 100 percent by the total number of Condominium Units then within the Condominium. The percentage of, and the manner of sharing Common Expenses and owning Common Surplus for each Condominium Unit, is and shall be the same as the undivided share in the Common Elements of the Condominium for each particular Condominium Unit.
7. The per Unit assessment fee for each Condominium Unit in the Condominium is hereby amended to include the Condominium Units in buildings #12 and #13 of Phase VII, such that the assessments levied by the Condominium Association for Common Expenses and Association Expenses against Condominium Unit Owners shall be as follows:

ALL UNIT TYPES ('04 Units)

<u>PERCENT</u> <u>OWNERSHIP</u>	<u>YEARLY</u> <u>ASSESSMENT</u>	<u>MONTHLY</u> <u>ASSESSMENT</u>
.96%	\$600.00	\$55.00

UFF. REC.

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8. Except as modified and amended by this Tenth Amendment, the Declaration, as previously amended, shall remain in full force and effect, strictly in accordance with its terms.

IN WITNESS WHEREOF, FIRST SERVICE OF TITUSVILLE, INC., d/b/a FIRST SERVICE PROPERTIES has caused these presents to be executed in its name in manner and form sufficient to bind it as of the date first set forth hereinabove.

Signed, sealed and delivered
in the presence of:

FIRST SERVICE OF TITUSVILLE,
INC., a Florida corporation
d/b/a FIRST SERVICE PROPERTIES

 R. E. Doyle

By:
Robert M. Doyle, President

Attest:
Andrew M. Hodgkin,
Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this _____ day of _____, 1988 by ROBERT M. DOYLE, President, and ANDREW M. HODGKIN, Secretary, of FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES, on behalf of said corporation.

Notary Public
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Northwest Corner of the NE $\frac{1}{4}$ of said Section 16, Township 22 South, Range 35 East; thence run S 2°16'26" E along the west line of said NE $\frac{1}{4}$, 165.06 feet to the POINT OF BEGINNING of the lands herein described; thence continue S 2°16'26" E along said west line of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, a distance of 517.76 feet to the Southwest Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16; thence N 88°29'45" E along the south line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 661.38 feet to the Southeast Corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16; thence N 1°53'37" W along the east line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 16.64 feet to a point 660.0 feet south of the north line of said Section 16; thence N 89°01'26" E, parallel with the north line of said Section 16, a distance of 493.94 feet to a point on the west right of way line of BARN A AVENUE; thence N 0°42'35" W along said west right of way line of BARN A AVENUE, 204.92 feet; thence S 89°01'26" W and parallel with the aforesaid north line of Section 16, a distance of 200.00 feet; thence N 0°42'35" W and parallel with said west right of way line of BARN A AVENUE, 200.00 feet to a point on the south right of way line of HARRISON STREET; thence S 89°01'26" W along said south right of way line of HARRISON STREET, 566.60 feet to the point of curvature of a circular curve concave northerly, having a radius of 740.00 feet; thence westerly along the arc of said curve through a central angle of 21°53'38" a distance of 282.77 feet to the Point of Reverse Curvature of a circular curve concave southerly, having a radius of 660.00 feet; thence westerly along the arc of said curve through a central angle of 11°25'04", a distance of 131.52 feet to the POINT OF BEGINNING.

Containing 10.50 acres, more or less.

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE SEVEN

LEGAL DESCRIPTION:

A PORTION OF THE N1/2 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST; THENCE RUN SOUTH 02°16'26" EAST ALONG THE WEST LINE OF SAID NE 1/4, 682.82 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 16; THENCE NORTH 88°29'45" EAST ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, A DISTANCE OF 424.93 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH 88°29'45" EAST ALONG SAID SOUTH LINE, 218.01 FEET; THENCE NORTH 00°58'34" WEST, 155.73 FEET; THENCE SOUTH 89°01'26" WEST, 218.00 FEET; THENCE SOUTH 00°58'34" EAST, 157.73 FEET TO THE POINT OF BEGINNING.

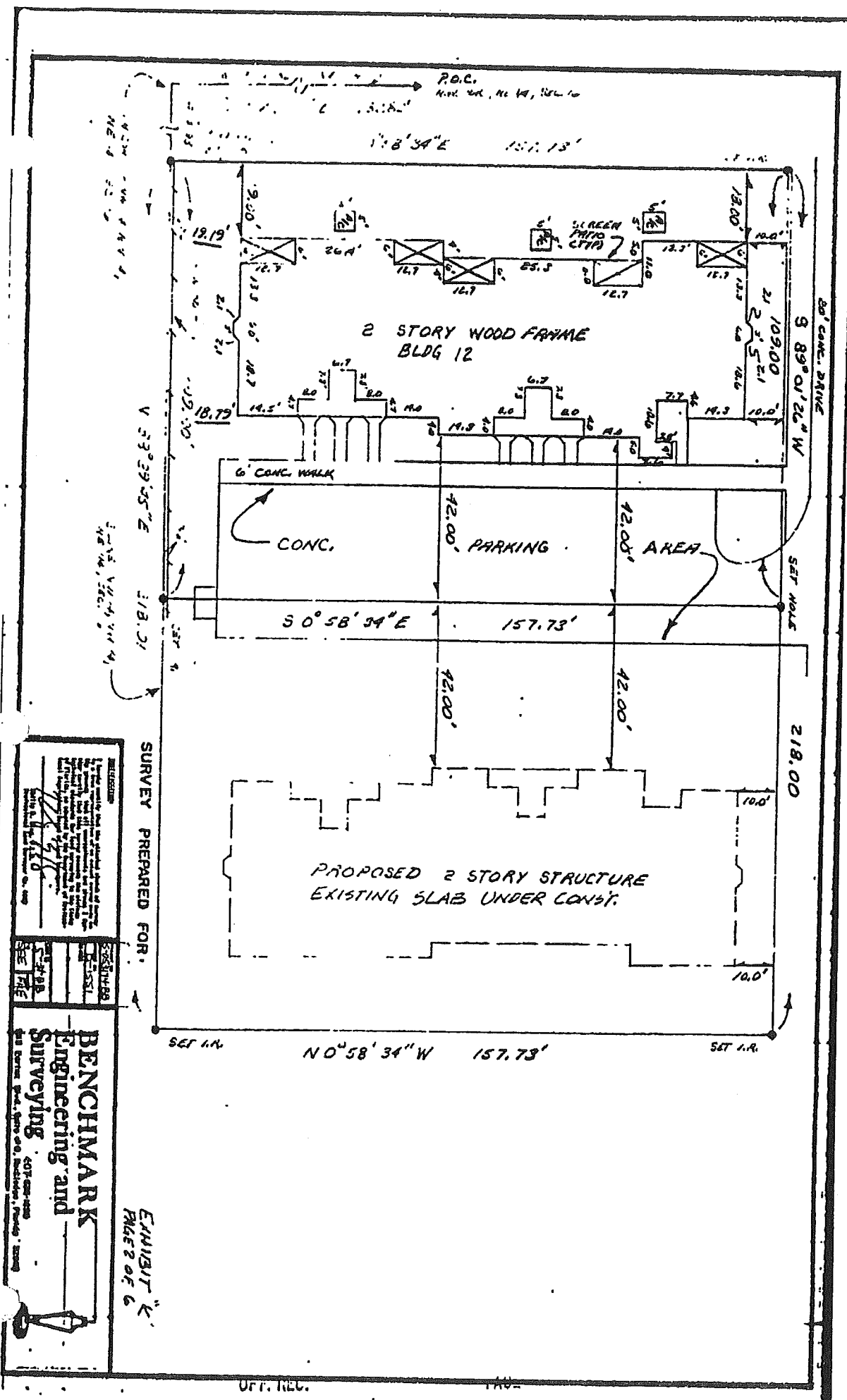
SUBJECT to a Florida Power and Light Company easement as described in Official Records Book 2436 at Page 1694 of the Public Records of Brevard County, Florida.

PREPARED BY:
BENCHMARK ENGINEERING AND SURVEYING
563 BARTON BLVD, #8
ROCKLEDGE, FLORIDA 32955

EXHIBIT "K"
PAGE 1 OF 6

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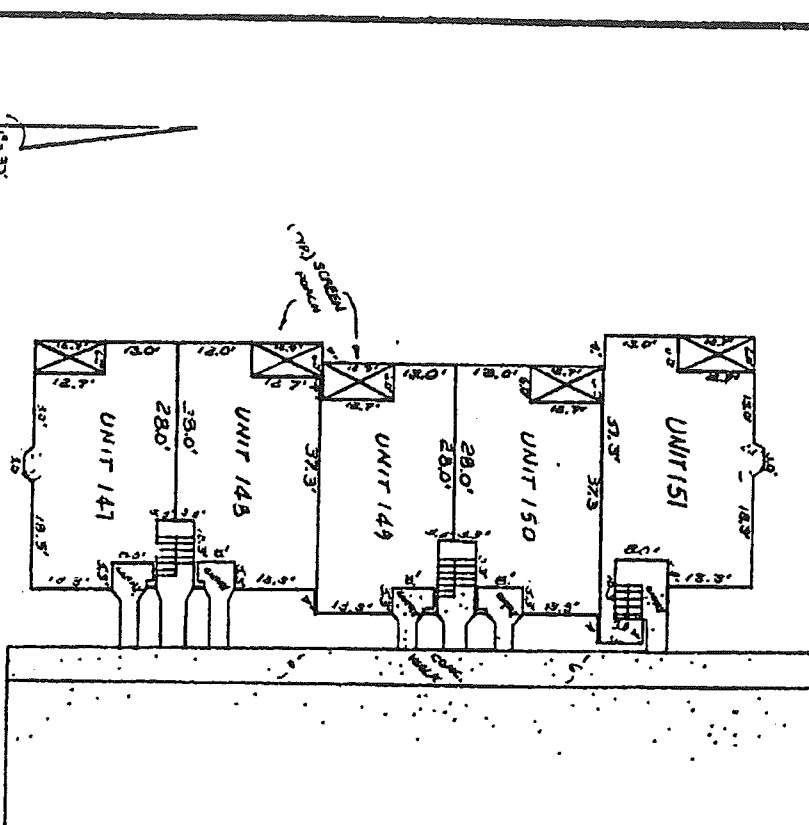
PROVISIONS
 The undersigned certifies that the preceding is a true and correct copy of the original plan filed with the proper authorities and that he is a duly licensed and bonded Surveyor in the State of California.
 Date: _____
 Signature: _____
 Title: _____

EXHIBIT
 SEE FILE

BENCHMARK
 Engineering and Surveying
 407-588-8888
 1445 Camino Real, Suite 400, Redwood City, CA 94061

SURVEY PREPARED FOR:

EXHIBIT "K"
 PAGE 2 OF 6



GROUND FLOOR PLAN
 SURVEY PREPARED FOR.

EXHIBIT K
 PAGE 3 OF 6

WARRANTY
 We warrant that the information contained herein was prepared by our duly licensed and qualified surveyors and engineers in accordance with the standards and practices of the profession and that the same are true and correct to the best of our knowledge and belief.

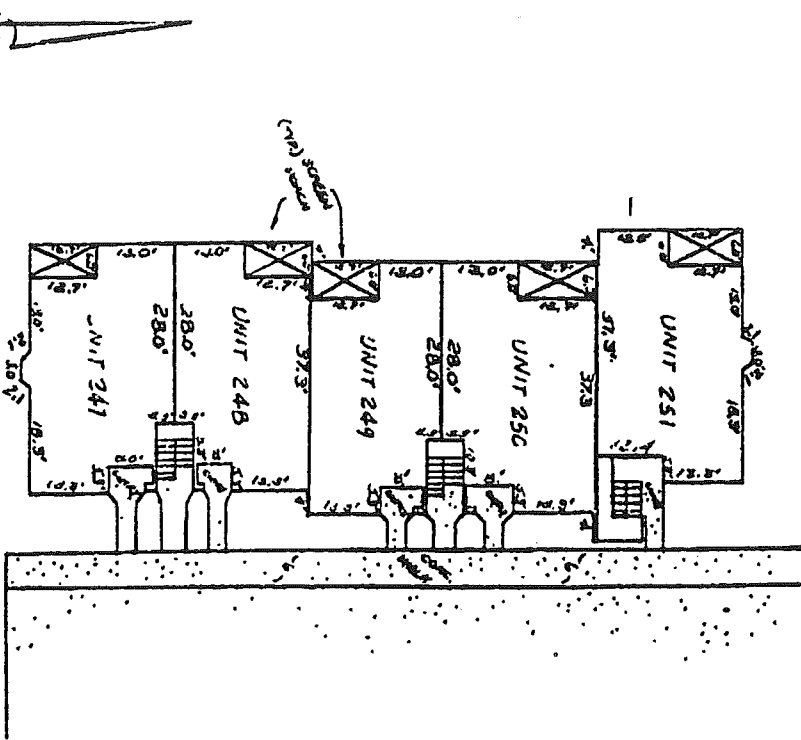
SCALE
 1" = 15.0'

DATE
 7-2-88

FILE
 100-228-1450

BENCHMARK
 Engineering and
 Surveying

100-228-1450
 200-228-1450
 200-228-1450



SECOND FLOOR PLAN
 SURVEY PREPARED FOR:

EXPLANATION
 1. The plan was prepared from the original survey of the building and the original floor plan. It is not intended to be used for any other purpose. The survey was conducted by the undersigned on or about the date indicated on the plan. The plan is subject to the provisions of the contract between the undersigned and the client.

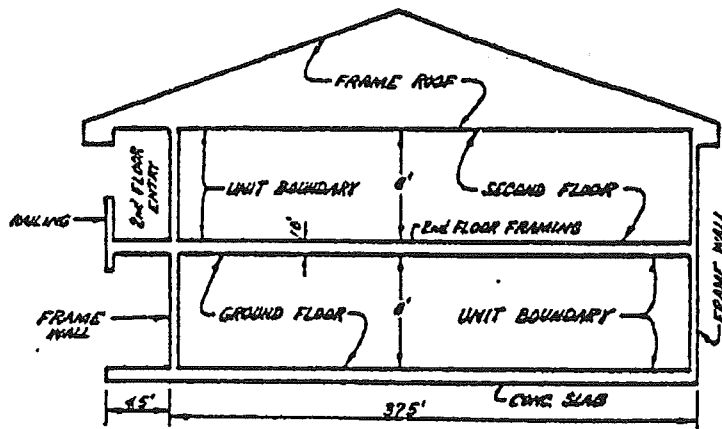
325 B.H. 88
 F.S. 1/4
 3-21-68
 Date FILE

BENCHMARK
 Engineering and
 Surveying

EXHIBIT "K"
 Page 4 of 6

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TYPICAL SECTION

PREPARED BY:

BENCHMARK ENGINEERING AND SURVEYING
 563 BARTON BLVD., #8
 ROCKLEDGE, FLORIDA 32955

EXHIBIT "K"
 PAGE 5 OF 6

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PAGE
 1654

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

PHASE SEVEN

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

DESCRIPTION OF UNITS:

UNITS shall mean and comprise of 20 separate and numbered UNITS which are designated in this EXHIBIT "K" the dimensions of which, as shown herein, are average to the unfinished inner surfaces of the perimeter walls, floors and ceilings and thus each UNIT consists of the space bounded by a vertical projection of the UNIT boundary lines, and the horizontal plane at the floor elevation extended to the ceiling for each respective UNIT; excluding however, all spacer and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to said UNITS and further excluding all COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY:

COMMON PROPERTY shall mean and comprise all the real property, improvements, and facilities to VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM, including all parts of the building other than the UNITS as same are hereon defined, and shall include easements through said UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to said UNITS and easements of support in every portion of a UNIT which contributes to the support of the improvements shall further include all personal property held and maintained for the joint use and enjoyment of all owners of all such UNITS and shall exclude all the UNITS.

DESCRIPTION OF LIMITED COMMON PROPERTY:

LIMITED COMMON PROPERTY shall mean and comprise that portion of the COMMON PROPERTY consisting of 20 separate and designated entry areas (Pages 3 and 4). 10 separate and designated balcony areas (Page 3 and 4) and 10 separate and designated porch areas (Pages 3 and 4) as specifically identified in this EXHIBIT "K" as to each of which said entry area, balcony area, and porch area, a right to exclusive use is reserved as an appurtenance to the particular UNIT designated in this EXHIBIT contiguous with said entry area, balcony area or porch area. LIMITED COMMON PROPERTY shall also mean and comprise that portion of the COMMON PROPERTY consisting of 6 separate and designated stairways as specifically identified in this EXHIBIT as to each of which said stairway, a right to exclusive use is reserved as an appurtenance to the particular UNITS designated in this EXHIBIT (Pages 3 and 4).

SURVEYOR'S NOTES:

All elevations refer to mean sea level, National Geodetic Vertical Datum.

All air conditioning equipment serving an individual UNIT is considered to be a part of that UNIT, even though such equipment may be outside the boundaries of the UNIT as defined hereon.

SURVEYOR'S CERTIFICATE:

I hereby certify that these surveys and plans marked EXHIBIT "K", Pages 1 through 6 inclusive, all of which are exhibits annexed to and made a part of the Declaration of Condominium of VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM together with the wording of said Declaration are a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimensions and size of each UNIT and of the COMMON ELEMENTS.

DATED:

June 1, 1988

BENCHMARK ENGINEERING AND SURVEYING

PREPARED BY:
BENCHMARK ENGINEERING AND SURVEYING
563 BARTON BLVD., #8
ROCKLEDGE, FLORIDA 32955


PHILIP R. KING, P.E.S.
F.L.A. REC. NO. 4202

EXHIBIT "K"
PAGE 6 OF 6

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29,5

1550

RECORDED AND VERIFIED

Admitted

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM
CLERK CIRCUIT COURT
BREVARD COUNTY, FLA.

THIS NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM (hereinafter referred to as the "Ninth Amendment") is made and entered into this 2d day of May, 1988 by FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property situate in Brevard County, Florida more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, a portion of the Property has been submitted to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, under, by virtue of and pursuant to that certain Declaration of Condominium for Village Square of Titusville, a Condominium (the "Condominium"), executed by THE MANSOLILLO CORPORATION, a Florida corporation, and FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES, a Florida general partnership dated November 8, 1983 and recorded on December 14, 1983 in Official Records Book 2474, Page 1606, as amended by that certain Amendment to Declaration of Condominium recorded August 1, 1984 in Official Records Book 2531, Page 1405; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2546, Page 1066; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2546, Page 1077; and that certain Amendment to Declaration of Condominium recorded April 15, 1985 in Official Records Book 2591, Page 1964; and that certain Amendment to Declaration of Condominium recorded April 19, 1985 in Official Records Book 2593, Page 978; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book

RETURN TO:
Associated Land Title Group, Inc.
P.O. Box 578
Titusville, Florida 32780

510551

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TRUST FEE \$5.50
RECORDS 41.00
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2651, Page 1796 and re-recorded in Official Records Book 2662, Page 1417; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1805, and that certain Eighth Amendment to Declaration of Condominium for Village Square of Titusville, A Condominium recorded December 30, 1987 in Official Records Book 2870, Page 2136, all of the Public Records of Brevard County, Florida (the "Declaration"); and

WHEREAS, the Developer, with the appropriate consent and approval of the Unit Owners, desires to amend certain provisions in the Declaration relating to: (a) the location of the improvements within Phase XI of the aforesaid Condominium, (b) the deadline for completion of the improvements within the future phases of the Condominium, (c) the deadline for the addition of additional phases to the Condominium, and (d) the deletion of the requirement for approval from the Federal National Mortgage Association for the addition of any additional phases to the Condominium;

NOW THEREFORE, for and in consideration of the premises hereof, the Developer hereby amends the Declaration, and declares and states as follows:

1. Relocation of Improvements within Phase XI.

Pursuant to the provisions of Section 5.3 of the Declaration, the Developer has modified the Preliminary Phase Plan for Phase XI as originally set forth on Exhibit "B" to the Declaration and in Survey Book 5, Page 17 of the Public Records of Brevard County, Florida (together the "Original Preliminary Phase Plan"). Accordingly, the Original Preliminary Phase Plan for Phase XI is hereby deleted in its entirety and in lieu, in place and instead thereof the Preliminary Phase Plan for Phase XI attached hereto as Exhibit "B" is hereby inserted in its place, provided however, that the Original Preliminary Phase Plan for all other phases of the Condominium other than Phase XI shall remain unchanged and unamended.

2. Modification to Paragraph 4 of the Declaration Concerning Deadline to Complete Improvements within Future Phases.

The Developer, with the consent and approval of one hundred percent (100%) of the current Unit Owners, as required by Rule 7D.-17.003(10) F.A.C. and as evidenced by the Certificate of the Association, attached hereto as Exhibit "C" (hereinafter referred to as the "Certificate"), hereby changes, amends and modifies Paragraphs 4.5 through 4.11, inclusive, of the Declaration, to extend the respective deadlines for the completion of improvements in Phase VI through Phase XII, inclusive, from, in each case, February 1, 1988 until, in each case, December 14, 1990. Paragraphs 4.5 through 4.11, inclusive, as hereby amended are hereafter set forth in their entirety as follows. (deleted language being overstruck and added language being underlined):

4.5 Phase VI. One Building containing eight Units (this phase will contain only one building and not two) will be constructed on the property described as Phase VI, as more particularly described on Exhibit V attached hereto and hereby made a part hereof. In the event the Developer exercises the right to construct Phase VI and submit the same to condominium ownership as described herein, the improvements contained in Phase VI shall be completed on or before February 1, 1988 December 14, 1990.

4.6 Phase VII. Two Buildings containing ten Units in one building and ten Units in the other building may be constructed on the property described as Phase VII, as more particularly described on Exhibit X attached hereto and hereby made a part hereof. In the event the Developer exercises the right to construct Phase VII and submit the same to condominium ownership as described herein, the improvements contained in Phase VII shall be completed on or before February 1, 1988 December 14, 1990.

4.7 Phase VIII. Two Buildings containing eight Units in one building and eight Units in the other building may be constructed on the property described as Phase VIII, as more particularly described on Exhibit Y attached hereto and hereby made a part hereof. In the event the Developer exercises the right to construct Phase VIII and submit the same to condominium ownership as described herein, the improvements contained in Phase VIII shall be completed on or before February 1, 1988 December 14, 1990.

4.8 Phase IX. One Building containing eight Units (this phase will contain only one building and not two) will be constructed on the property described as Phase

IX, as more particularly described on Exhibit M attached hereto and hereby made a part hereof. In the event the Developer exercises the right to construct Phase IX and submit the same to condominium ownership as described herein, the improvements contained in Phase IX shall be completed on or before February 17 1988 December 14, 1990.

4.9 Phase X. Two Buildings containing eight Units in one building and twelve Units in the other building may be constructed on the Property described as Phase X, as more particularly described on Exhibit N attached hereto and hereby made a part hereof. In the event the Developer exercises the right to construct Phase X and submit the same to condominium ownership as described herein, the improvements contained in Phase X shall be completed on or before February 17 1988 December 14, 1990.

4.10 Phase XI. Two Buildings containing eight Units in one building and eight Units in the other building may be constructed on the Property described as Phase XI, as more particularly described on Exhibit O attached hereto and hereby made a part hereof. As a part of Phase XI, the Developer will construct recreational facilities at the center of the Condominium Property on land included within the land intended to be submitted to Condominium ownership as Phase XI. The recreation facilities will consist of a swimming pool with surrounding deck and club house building. In the event the Developer exercises the right to construct Phase XI, it will construct the recreational facilities and submit the Phase to condominium ownership as described herein, the improvements contained in Phase XI shall be developed on or before and be ready for use by no later than February 17 1988 December 14, 1990. The Developer intends to spend at least \$76,800.00 if such facilities are constructed. Units submission to Condominium ownership of Phase XI Developer shall place in a special interest bearing escrow account the sum of \$400.00 from each closing of a purchase and sale by it of a Condominium Unit in VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., which funds may be used only for the construction of the above referenced recreational facilities. If such recreational facilities are not completed by Developer, then all such escrowed funds shall be transferred to the Association when the Developer transfers control as set forth in Section 24 of the Declaration of Condominium. In the event Developer constructs recreational facilities all escrowed funds shall be released to Developer. It is estimated the maximum additional common area expense or monthly increased cost to each Unit Owner, upon the adding of the common facility to the Condominium, will be \$10.00 per Unit per month.

Estimated Specifications of Swimming Pool, if built:

Size 20 feet by 40 feet
Depths eight feet at the deep end and three feet at shallow end
Size of Pool deck five feet deep all the way around the pool

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Capacity of Pool Deck 40 to 50 people

The pool will not be heated

4.11 Phase XII. Two Buildings containing Eight Units in one building and twelve Units in the other building may be constructed on the Property described as Phase XII, as more particularly described on Exhibit P attached hereto and hereby made a part hereof. In the event the Developer exercises the right to construct Phase XII and submit the same to condominium ownership as described herein, the improvements contained in Phase XII shall be completed on or before February 17, 1988; December 14, 1990.

3. Modification of Paragraph 5 of the Declaration Concerning Deadline Within Which the Developer May Add Additional Phases to the Condominium.

The Developer, with the consent of not less than two-thirds (2/3) of the current Unit Owners at a meeting duly called for such purpose as required by Paragraph 22 of the Declaration and as evidenced by the Certificate attached hereto as Exhibit "C" does hereby change, amend and modify Paragraph 5.1 of the Declaration to extend the time period within which the Developer has the right to add additional phases to the Condominium to a reasonable time not to exceed seven (7) years from the date the Declaration was recorded (i.e., to December 14, 1990). Paragraph 5.1 of the Declaration as hereby amended is set forth in its entirety in Paragraph 4 of this Ninth Amendment.

4. Deletion of Requirement for Approval by the Federal National Mortgage Association to the Addition of Additional Phases.

The Developer, with the consent of not less than two-thirds (2/3) of the current Unit Owners at a meeting duly called for such purpose as required by Paragraph 22 of the Declaration, and as evidenced by the Certificate attached hereto as Exhibit "C," does hereby further change, amend and modify Paragraph 5.1 of the Declaration to delete therefrom the requirement that the Federal National Mortgage Association approve the Developer's decision to add additional phases to the Condominium. Paragraph 5.1 of the Declaration as hereby amended by Paragraphs 3 and 4 of this Ninth Amendment is set forth in its entirety as follows (deleted

language being overstruck and added language being lined through):

5.1 Developers Right's. Notwithstanding anything to the contrary contained herein or in the provisions of Florida Statutes, Section 718.110, the Developer, pursuant to Paragraph 4 of this Declaration and Florida Statutes, Section 718.403(6), expressly reserves the right to amend this Declaration so as to submit to Condominium Ownership the additional phases set forth in Paragraph 4 herein, together with improvements thereon as part and parcel of this Condominium without consent thereto by the Association or owners other than the Developer. The Developer's right to submit additional phases to Condominium Ownership shall be subject to the approval of the Federal National Mortgage Association, if that agency holds or insures a mortgage in a Unit in the Condominium. The Developer's right to submit additional phases shall be limited to a reasonable time not to exceed five seven (7) years from the date this Declaration is recorded (i.e. to December 14, 1990).

5. No Other Changes.

Except as hereby changed, amended and modified, the Declaration, as previously amended, and the Original Preliminary Phase Plan shall remain in full force and effect in accordance with their respective terms and provisions.

IN WITNESS WHEREOF, FIRST SERVICE OF TITUSVILLE, INC., d/b/a FIRST SERVICE PROPERTIES has caused these presents to be executed in its name as of the date first set forth hereinabove.

Signed, sealed and delivered in the presence of:

FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES

Alfred G. 2

BY: Robert M. Doyle
Robert M. Doyle, President

Brian R. Ellinghaus

ATTEST: Andrew M. Hodgkin
Andrew M. Hodgkin,
Secretary

(CORPORATE SEAL)



STATE OF RHODE ISLAND
COUNTY OF Providence

The foregoing instrument was acknowledged before me this 2nd day of May, 1988 by Robert M. Doyle, President and Andrew M. Hodgkin, Secretary, of FIRST SERVICE OF TITUSVILLE,

INC., a Florida corporation, d/b/a First Service Properties, on behalf of said corporation.

Kimberly Beth F. [Signature]
Notary Public

My Commission Expires:

KIMBERLY BETH FLAGG, Notary Public
State of Rhode Island and Providence Plantings
My Commission Expires June 30, 1988

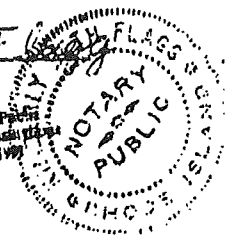


EXHIBIT "A"

LEGAL DESCRIPTION:

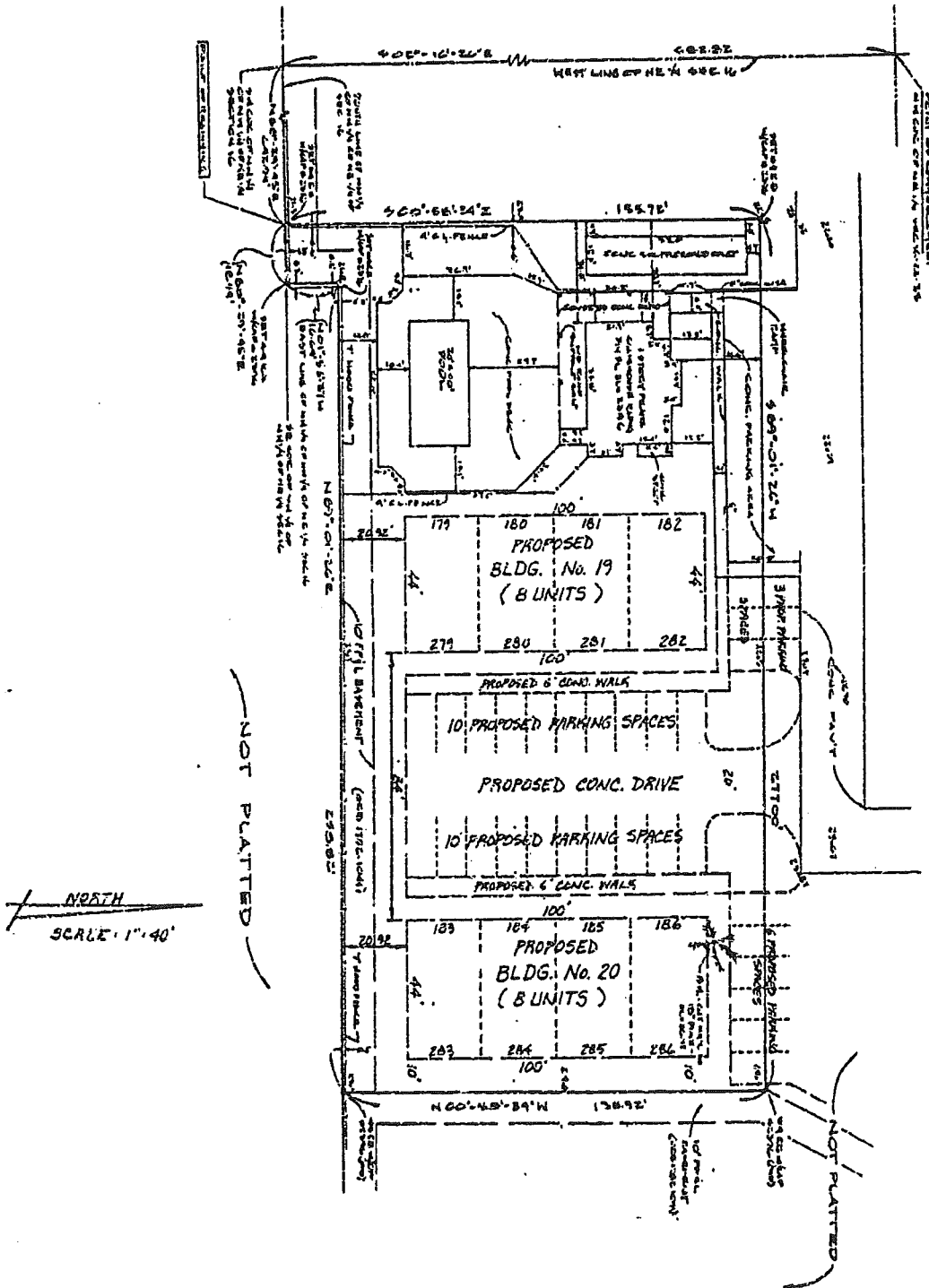
A portion of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Northwest Corner of the NE $\frac{1}{4}$ of said Section 16, Township 22 South, Range 35 East; thence run S 2°16'26" E along the west line of said NE $\frac{1}{4}$, 165.06 feet to the POINT OF BEGINNING of the lands herein described; thence continue S 2°16'26" E along said west line of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, a distance of 517.75 feet to the Southwest Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16; thence N 88°29'45" E along the south line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 661.38 feet to the Southeast Corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16; thence N 1°53'37" W along the east line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 16.64 feet to a point 660.0 feet south of the north line of said Section 16; thence N 89°01'26" E, parallel with the north line of said Section 16, a distance of 493.94 feet to a point on the west right of way line of BARNA AVENUE; thence N 0°42'35" W along said west right of way line of BARNA AVENUE, 204.52 feet; thence S 89°01'26" W and parallel with the aforesaid north line of Section 16, a distance of 200.00 feet; thence N 0°42'35" W and parallel with said west right of way line of BARNA AVENUE, 200.00 feet to a point on the south right of way line of HARRISON STREET; thence S 89°01'26" W along said south right of way of HARRISON STREET, 566.60 feet to the point of curvature of a circular curve concave northerly, having a radius of 740.00 feet; thence westerly along the arc of said curve through a central angle of 21°53'38", a distance of 282.77 feet to the Point of Reverse Curvature of a circular curve concave southerly, having a radius of 660.00 feet; thence westerly along the arc of said curve through a central angle of 11°25'04", a distance of 131.52 feet to the POINT OF BEGINNING.

Containing 10.50 acres, more or less.

EXHIBIT "B"
 VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
 PHASE ELEVEN
 CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

SITE PLAN



PREPARED BY:
 LOYS WARD AND COMPANY
 350 N. Washington Avenue
 Titusville, Florida

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EXHIBIT " "

Page of

EXHIBIT "C"
CERTIFICATE OF THE ASSOCIATION

I, KAREN M. MANSOLILLO, Secretary of Village Square of Titusville, Condominium Association, Inc. (the "Association") do hereby certify that the current Unit Owners of Condominium Units in the Association (multiple owners of one Unit being entitled to one vote) approved, either by proxy or by written consent at the annual meeting held January 20, 1988, or with reference to the Amendment described hereinbelow in Paragraph 1 by written consent thereafter, to the following amendments to the Declaration of Condominium Ownership of Village Square of Titusville, A Condominium recorded December 14, 1983 in Official Records Book 2474, Page 1606, of the Public Records of Brevard County, Florida, as amended (the "Declaration"):

1. As required by Rule 7D. - 17.003(10) of the Florida Administrative Code, one hundred percent (100%) of the current Unit Owners approved an amendment to Paragraphs 4.5 through 4.11, inclusive, of the Declaration, extending the construction completion date for improvements in Phase VI through Phase XII, inclusive, from February 1, 1988 to December 14, 1990.

2. As required by Paragraph 22 of the Declaration, not less than two-thirds (2/3) of the current Unit Owners at the aforesaid annual meeting approved an amendment to Paragraph 5.1 of the Declaration extending the time period by which the Developer may add additional phases to the Condominium project from December 14, 1988 to December 14, 1990.

3. As required by Paragraph 22 of the Declaration, not less than two-thirds (2/3) of the current Unit Owners at the aforesaid annual meeting approved an amendment deleting from Paragraph 5.1 of the Declaration the following provision:

"The Developer's right to submit additional phases to condominium ownership shall be subject to the approval of the Federal National Mortgage Association, if that agency holds or insures a mortgage in a Unit in the Condominium."

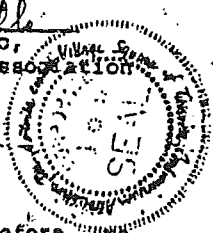
IN WITNESS WHEREOF, VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., has caused these presents to be executed in its name as of the 26th day of April, 1988.

Signed, sealed and delivered in the presence of:

VILLAGE SQUARE OF TITUSVILLE,
CONDOMINIUM ASSOCIATION,
INC., a Florida non-profit
corporation

By: Karen M. Mansolillo
Karen M. Mansolillo,
Secretary of the Association

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 26th day of April, 1988 by KAREN M. MANSOLILLO, Secretary of VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation.

Notary Public
My Commission Expires June 5, 1991
NOTARY PUBLIC
STATE OF FLORIDA
PUBLIC (Rev. 02/17/88)

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EIGHTH AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE,
A CONDOMINIUM

THIS EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM (hereinafter referred to as the "Eighth Amendment") is made and entered into as of this day 16th of December, 1987 by FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation d/b/a FIRST SERVICE PROPERTIES (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the developer of certain real property situate in Brevard County, Florida more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, a portion of the Property has been submitted to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, under, by virtue of and pursuant to that certain Declaration of Condominium for Village Square of Titusville, a Condominium, executed by THE MANSOLILLO CORPORATION, a Florida corporation, and FIRST SERVICE OF TITUSVILLE, INC., a Florida corporation, d/b/a FIRST SERVICE PROPERTIES, a Florida general partnership, dated November 8, 1983 and recorded on December 14, 1983 in Official Records Book 2474, Page 1606, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration has been amended to add additional phases and lands to Village Square of Titusville, a Condominium (hereinafter referred to as the "Condominium") pursuant to that certain Amendment to Declaration of Condominium recorded August 1, 1984 in Official Records Book 2531, Page 1405; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1066; and that certain Amendment to Declaration of Condominium recorded October 12, 1984 in Official Records Book 2548, Page 1077; and that certain Amendment to Declaration of Condominium recorded April 15, 1985 in Official Records Book 2591, Page 1964; and that certain Amendment to Declaration of Condominium recorded April 19, 1985 in Official Records Book 2593, Page 978; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1796 and re-recorded in Official Records Book 2662, Page 1417; and that certain Amendment to Declaration of Condominium recorded November 25, 1985 in Official Records Book 2651, Page 1805, all of the Public Records of Brevard County, Florida; and

WHEREAS, the Developer desires to establish and submit a portion of the Property owned by the Developer, constituting the remainder of Phase V of the Condominium (hereinafter referred to as "Phase V"), as hereinafter described, to the condominium form of ownership;

NOW THEREFORE, for and in consideration of the premises hereof, Developer hereby amends the Declaration, and declares and agrees as follows:

SUBMISSION OF THE REMAINDER OF PHASE V
(BUILDING 110) TO CONDOMINIUM OWNERSHIP

1. All capitalized terms used in this Eighth Amendment shall have the same meaning and definition as set forth in the

This instrument was prepared by and should be returned to:
JULIAN E. WHITCHURST
Lowndes, Dressick, Doster, Kantor & Co.
Professional Association
215 North Eola Drive
Post Office Box 2800
Orlando, Florida 32802

48-0058

OFF. REC.

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(PAGE 17/11/87)

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RETURN TO:
Associated Land Title Group, Inc.
P.O. Office Box 572
Titusville, Florida 32780

449940

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Declaration.

2. The Developer hereby states and declares that the real property generally described in the Declaration as building #10 of Phase V, together with the improvements within Phase V in connection therewith, are hereby submitted to the condominium form of ownership, pursuant to the Condominium Act of the State of Florida and the Declaration, and the Declaration is hereby further amended to provide that building #10 of Phase V and the improvements within Phase V in connection therewith, shall become, and are hereby declared to be, a part of the Condominium Property and are therefore subject to all the restrictions, reservations, covenants, conditions and easements set forth in the Declaration. By virtue of the foregoing, all Phase V is and shall hereafter be added to and included within the Condominium in accordance with and pursuant to the terms and provisions of the Declaration.

3. A legal description of all of Phase V is set forth on Page 1 of Exhibit I attached hereto.

4. The condominium parcels with respect to Phase V are set forth and delineated in the survey and plot plan attached hereto as Pages 3 through 7, inclusive, of Exhibit I, which include a unique identification by Unit number of each Condominium Unit within Phase V.

5. As set forth hereinbelow, building #10 of Phase V consists of a total of eight (8) Condominium Units which, together with the Condominium Units in Phases I, II, III, IV and building #9 of Phase V, create a total of 84 Condominium Units in the Condominium, as of the date of this Eighth Amendment.

6. The undivided share in the Common Elements of the Condominium appurtenant to each Condominium Unit in building #10 of Phase V, as well as to each Condominium Unit in Phases I, II, III, IV and building #9 of Phase V, stated as a percentage, and determined in conformance with the provisions of Section 11 of the Declaration, is 1/84 of one hundred percent (100%) or approximately 1.19%. If subsequent phases are added to the Condominium in accordance with the Declaration, the adjusted percentage of the undivided ownership of the Common Elements shall be computed by dividing 100 percent by the total number of Condominium Units then within the Condominium. The percentage of, and the manner of sharing Common Expenses and owning Common Surplus for each Condominium Unit, is and shall be the same as the undivided share in the Common Elements of the Condominium for each particular Condominium Unit.

7. The per Unit assessment fee for each Condominium Unit in the Condominium is hereby amended to include the Condominium Units in building #10 of Phase V, such that the assessments levied by the Condominium Association for Common Expenses and Association Expenses against Condominium Unit Owners shall be as follows:

ALL UNIT TYPES (84 Units)

<u>PERCENT OWNERSHIP</u>	<u>YEARLY ASSESSMENT</u>	<u>MONTHLY ASSESSMENT</u>
1.19%	\$660.00	\$55.00

8. Except as modified and amended by this Eighth Amendment, the Declaration, as previously amended, shall remain

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(Rev. 12/11/87)

In full force and effect, strictly in accordance with its terms.

IN WITNESS WHEREOF, FIRST SERVICE OF TITUSVILLE, INC., d/b/a FIRST SERVICE PROPERTIES has caused these presents to be executed in its name in manner and form sufficient to bind it as of the date first set forth hereinabove.

Signed, sealed and delivered
in the presence of:

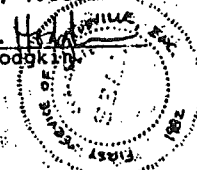
FIRST SERVICE OF TITUSVILLE,
INC., a Florida corporation
d/b/a FIRST SERVICE PROPERTIES

Alexander M. Th...

BY: Robert M. Doyle
Robert M. Doyle, President

Alexander M. Th...

ATTEST: Andrew M. Hodgkin
Andrew M. Hodgkin,
Secretary



STATE OF RHODE ISLAND
COUNTY OF Providence

The foregoing instrument was acknowledged before me
this 14th day of December, 1987 by Robert M. Doyle,
President, and Andrew M. Hodgkin, Secretary, of FIRST SERVICE OF
TITUSVILLE, INC., a Florida corporation, d/b/a First Service
Properties, on behalf of said corporation.

Kimberly Beth Flagg
Notary Public,
My Commission Expires:

KIMBERLY BETH FLAGG, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires June 30, 1991



EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Northwest Corner of the NE $\frac{1}{4}$ of said Section 16, Township 22 South, Range 35 East; thence run S 2°16'26" E along the west line of said NE $\frac{1}{4}$, 165.06 feet to the POINT OF BEGINNING of the lands herein described; thence continue S 2°16'26" E along said west line of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, a distance of 517.76 feet to the Southwest Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16; thence N 88°29'45" E along the south line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 661.38 feet to the Southeast Corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16; thence N 1°53'37" W along the east line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 16.64 feet to a point 660.0 feet south of the north line of said Section 16; thence N 89°01'26" E, parallel with the north line of said Section 16, a distance of 493.94 feet to a point on the west right of way line of BARN A AVENUE; thence N 0°42'35" W along said west right of way line of BARN A AVENUE, 204.92 feet; thence S 89°01'26" W and parallel with the aforesaid north line of Section 16, a distance of 200.00 feet; thence N 0°42'35" W and parallel with said west right of way line of BARN A AVENUE, 200.00 feet to a point on the south right of way line of HARRISON STREET; thence S 89°01'26" W along said south right of way of HARRISON STREET, 566.60 feet to the point of curvature of a circular curve concave northerly, having a radius of 740.00 feet; thence westerly along the arc of said curve through a central angle of 21°53'38", a distance of 282.77 feet to the Point of Reverse Curvature of a circular curve concave southerly, having a radius of 660.00 feet; thence westerly along the arc of said curve through a central angle of 11°25'04", a distance of 131.52 feet to the POINT OF BEGINNING.

Containing 10.50 acres, more or less.

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VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
PHASE FIVE
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Northwest Corner of the NE $\frac{1}{4}$ of said Section 16, Township 22 South, Range 35 East; thence run S 2°16'26" E along the west line of said NE $\frac{1}{4}$, 682.82 feet to the Southwest Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16; thence N 88°29'45" E along the south line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, a distance of 219.92 feet; thence N 0°58'34" W, 159.62 feet; thence N 89°01'26" E, 144.00 feet to the Point of Beginning of the lands herein described; thence continue N 89°01'26" E, 84.00 feet; thence N 0°58'34" W, 116.00 feet; thence N 89°01'26" E, 67.00 feet; thence N 0°58'34" W, 150.00 feet to a point on the southerly right-of-way line of HARRISON STREET (an 80' R/W); thence westerly along said southerly right-of-way line the following two courses and distances: S 89°01'26" W, 124.60 feet to the point of curvature of a circular curve concave northeasterly having a radius of 740.00 feet; northwesterly along the arc of said curve thru a Central Angle of 7°15'03", a distance of 93.65 feet; run thence S 0°58'34" E, 155.92 feet; thence N 89°01'26" E, 67.00 feet; thence S 0°58'34" E, 116.00 feet to the Point of Beginning.

SUBJECT to a Florida Power and Light Company easement as described in Official Records Book 2436 at Page 1694 of the Public Records of Brevard County, Florida.

AND ALSO, SUBJECT to easements as described in Declaration of Condominium for VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM, as recorded in Official Records Book 2474 at Pages 1606 through 1741 of the aforesaid Public Records, as amended.

BASIS OF BEARINGS: West line of the Northeast 1/4 of Section 16, Being S 2°16'26" E.

PREPARED BY:
LOYS WARD AND COMPANY
350 N. Washington Avenue
Titusville, Florida

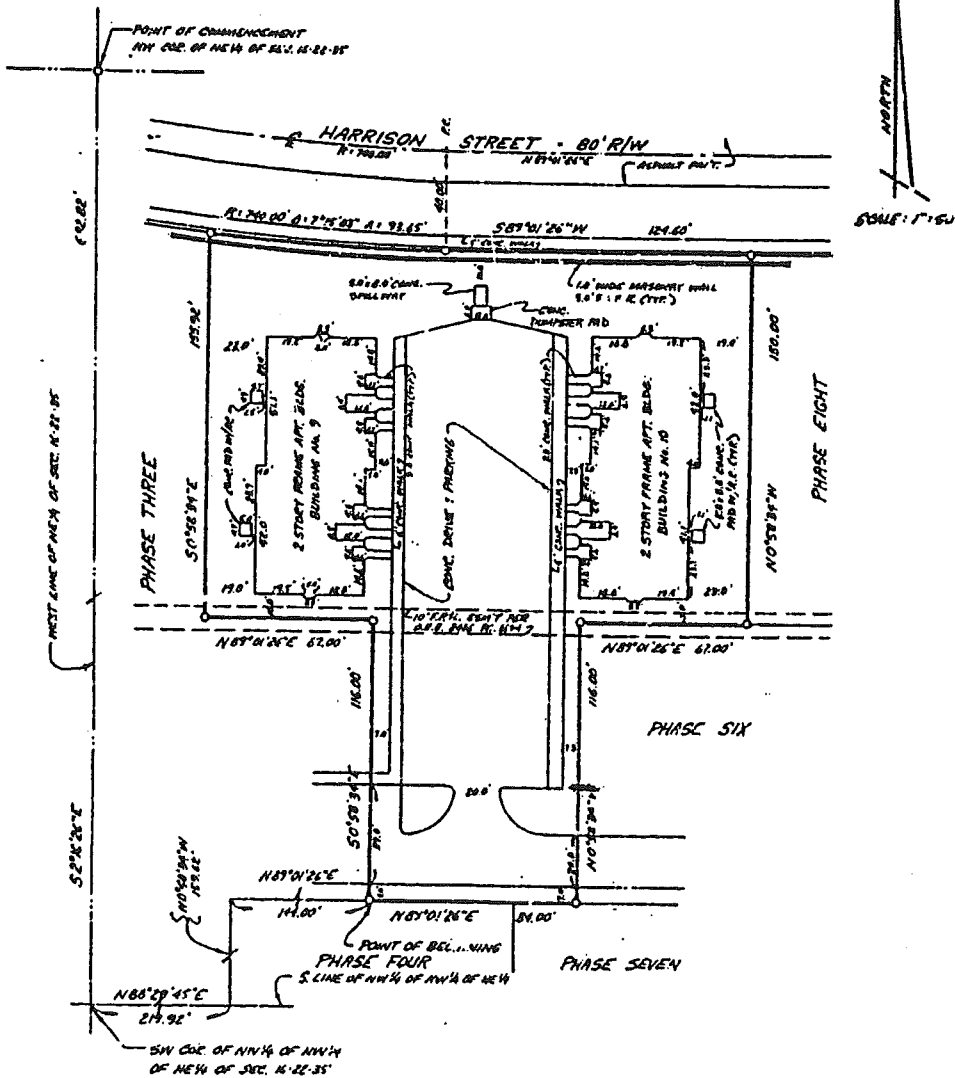
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EXHIBIT "I"

Page 1 of 8

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
 PHASE FIVE
 CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA



PREPARED BY:
 LOYS WARD AND COMPANY
 350 N. Washington Avenue
 Titusville, Florida

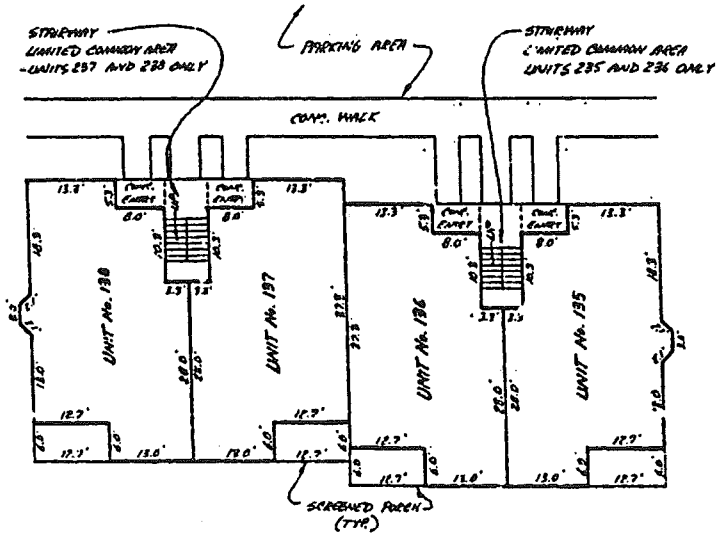
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EXHIBIT "J"
 Page 2 of 8

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
 PHASE FIVE
 CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

NORTH
 SCALE: 1" = 20'



Finished Fl. El. = 24.50 (NGVD)
 Ceiling El. = 32.50 (NGVD)

GROUND FLOOR PLAN - BUILDING NO. NINE

PREPARED BY:
 LOYS WARD AND COMPANY
 350 N. Washington Avenue
 Titusville, Florida

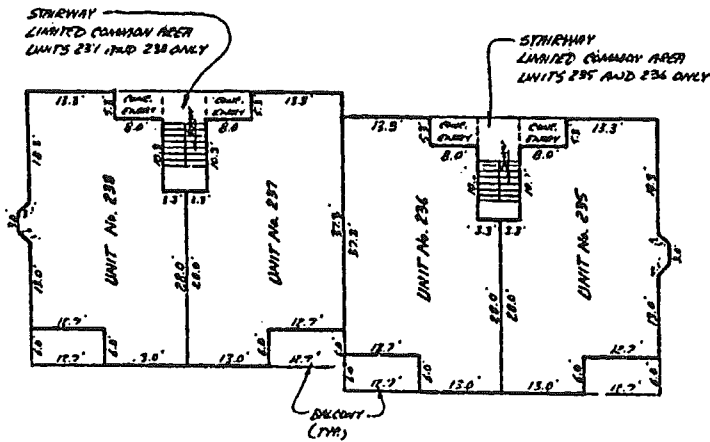
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EXHIBIT "I"
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VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
 PHASE FIVE
 CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

NORTH
 SCALE 1" = 20'



Finished Fl. El. = 33.50 (NGVD)

Ceiling El. = 41.50 (NCVD)

SECOND FLOOR PLAN - BUILDING NO. NINE

PREPARED BY:
 LOYS WARD AND COMPANY
 350 N. Washington Ave., WEC,
 Titusville, Florida

2070

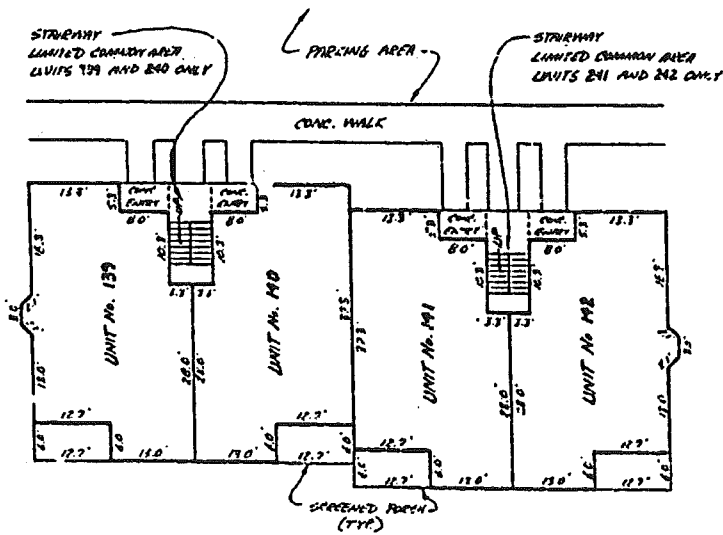
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EXHIBIT "I"

Page 4 of 8

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
 PHASE FIVE
 CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

NORTH
 SCALE: 1" = 20'



Finished Fl. El. = 24.50 (NCVD)

Ceiling El. = 32.50 (NCVD)

GROUND FLOOR PLAN - BUILDING No. TEN

PREPARED BY:
 LOYS WARD AND COMPANY
 350 N. Washington Avenue
 Titusville, Florida


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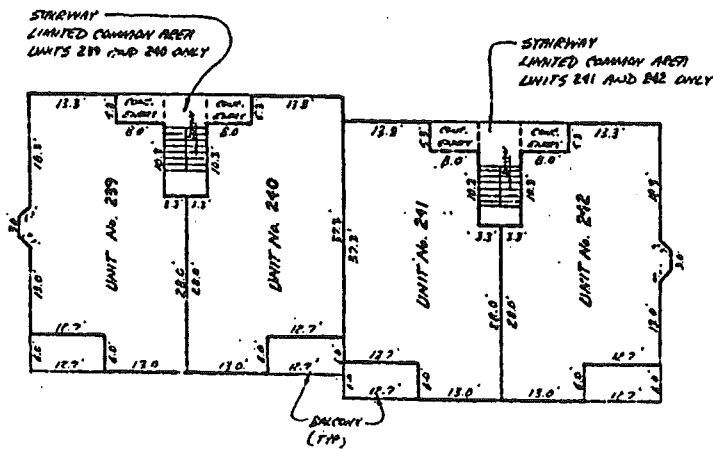
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EXHIBIT "I"

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VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
PHASE FIVE
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA


SCALE: 1" = 20'



Finished Fl. El. = 33.50 (NGVD)

Ceiling El. = 41.50 (NGVD)

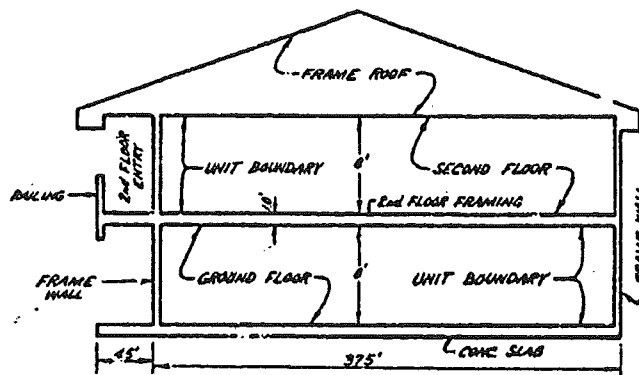
SECOND FLOOR PLAN - BUILDING NO. TEN

PREPARED BY:
LOYS WARD AND COMPANY
350 N. Washington Avenue
Titusville, Florida 2870

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EXHIBIT "J"
Page 6 of 8

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM
PHASE FIVE
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA



TYPICAL SECTION

PREPARED BY:
LOYS WARD AND COMPANY
350 N. Washington Avenue
Titusville, Florida OFF. REC.
2870

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EXHIBIT "I"
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VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

PHASE FIVE

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

DESCRIPTION OF UNITS:

UNITS shall mean and comprise the 16 separate and numbered UNITS which are designated in this EXHIBIT "I", the dimensions of which, as shown herein, are average to the unfinished inner surfaces of the perimeter walls, floors and ceilings and thus each UNIT consists of the space bounded by a vertical projection of the UNIT boundary lines, and the horizontal plane at the floor elevation extended to the ceiling for each respective UNIT; excluding however, all spaces and improvements lying beneath the underlaid and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits, and other facilities running through any interior wall or partition for the furnishing of utility services to said UNITS and further excluding all COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY:

COMMON PROPERTY shall mean and comprise all the real property, improvements and facilities to VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM, including all parts of the building other than the UNITS as same are hereon defined, and shall include easements through said UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to said UNITS and easements of support in every portion of a UNIT which contributes to the support of the improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all such UNITS and shall exclude all the UNITS.

DESCRIPTION OF LIMITED COMMON PROPERTY:

LIMITED COMMON PROPERTY shall mean and comprise that portion of the COMMON PROPERTY consisting of 16 separate and designated entry areas (Pages 3 through 6), 8 separate and designated balcony areas (Pages 4 and 6), and 8 separate and designated porch areas (Pages 3 and 6), as specifically identified in this EXHIBIT "I" as to each of which said entry area, balcony area, and porch area, a right to exclusive use is reserved as an appurtenance to the particular UNIT designated in this EXHIBIT contiguous with said entry area, balcony area or porch area. LIMITED COMMON PROPERTY shall also mean and comprise that portion of the COMMON PROPERTY consisting of the 4 separate and designated stairways as specifically identified in this EXHIBIT as to each of which said stairway, a right to exclusive use is reserved as an appurtenance to the particular UNITS designated in this EXHIBIT (Pages 3 through 6).

SURVEYOR'S NOTES:

All elevations refer to Mean Sea Level, National Geodetic Vertical Datum.

All air conditioning equipment serving an individual UNIT is considered to be a part of that UNIT, even though such equipment may be outside the boundaries of the UNIT as defined hereon.

SURVEYOR'S CERTIFICATE:

I hereby certify that these surveys and plans marked EXHIBIT "I", Pages 1 through 8 inclusive, all of which are exhibits annexed to and made a part of the Declaration of Condominium of VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM, together with the wording of said Declaration are a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimensions and size of each UNIT and of the COMMON ELEMENTS, and that the improvements represented herein are substantially completed and that all planned improvements including, but not limited to landscaping, utility services, access to the unit, and common element facilities serving each building, as set forth in the Declaration, are substantially completed.

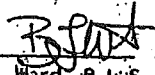
DATED: October 29, 1987

LOYS WARD AND COMPANY

PREPARED BY:
LOYS WARD AND COMPANY
350 N. Washington Avenue
Titusville, Florida

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B. L. Ward, P.L.S.
Fla. Reg. No. 2396

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EXHIBIT "I"

Page 8 of 8

Return to: (enclose self-addressed stamped envelope)

Name: 361639

Address:

This Instrument Prepared by:

Address:

GENERAL AFFIDAVIT

HAMCO FORM 43

93 APR 13 AM 8:37

Chambliss Paper & Printing Co., Inc. 1987

Andy Crawford Clerk Circuit Court
 Recorded and Verified Brevard County, FL
 # Pgs. 1 # Names 2
 Trust Fund 1.00 Rec Fee 5.00
 Stamp-Ded _____ Excise Tax _____
 Stamp-Dtg _____ Int Tx _____
 Service Chg _____ Return _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

General Affidavit

State of Florida
County of Brevard

Before the undersigned, an officer duly commissioned by the laws of the State of Florida on this 12th day of April, 1993, personally appeared *Arthur J. Arnold* who having been first duly sworn depose and say:

To avoid a possible conflict of interest by Village Square Condominium Board of Directors, on February 4, 1993, the Village Square Condominium Board of Directors voted to seek a general membership vote to amend Village Square Condominium Association By-Laws Article Three, Directors, Section 3.1, Numbers and Qualifications

which reads: "directors must be either unit owners, tenants residing in the condominium, officers of a corporate unit owners, or Partner in a partnership unit owner"; will be deleted and replaced by the words: "only ONE member of unit owned by a husband or wife, officers of a corporate unit owned, a partner of a partnership unit owned will be eligible to run for election to and serve on the Village Square Condominium Association Board of Directors." This amendment will become effective upon recording this amendment with the Registrar of Deeds and entered into the Official Records of Brevard County in the State of Florida.

As the sitting President of Village Square Condominium Association Board of Directors I attest that the above General Affidavit reflects the wishes of the Village Square Condominium Association Board of Directors and the Associations General Membership which approved the above amendment by a better than two-thirds vote necessary to carry the Amendment.

Leonard Piotrowski
Affiant Signature

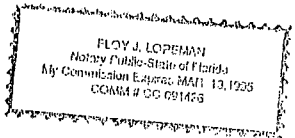
LEONARD PIOTROWSKI
Printed Name

1655 Harrison St Titusville, FL 32780
Post Office Address

I have relied upon the following identification of the Affiant *Drivers License*

Sworn to and subscribed before me this 12th day of April, 1993

NOTARY RUBBER STAMP SEAL



Floy J. Lopeman
Notary Signature
FLOY J. LOPEMAN
Printed Notary Signature

BK 928 HPG 1767

RUSSALL BELKOWSKI
1765 HARRISON ST, #128
TITUSVILLE, FL. 32780



Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 1 #Names: 2
Trust: 1.00 Rec: 5.00 Serv: 0.00
Deed: 0.00 Exclse: 0.00
Mtg: 0.00 Int Tax: 0.00

General Affidavit

State of
County of

Before the undersigned, an officer duly commissioned by the laws of the State of Florida, on

this 1 day of May, 1996, personally appeared

J.H. Deshotel

who having been first duly sworn depose.....and say

On April 30, 1996, the Board of Directors of Village Square Condominium Association voted to amend Village Square Condominium Association Rules and Regulations, Page 2, Paragraph 4, Pets; as follows: Paragraph 4, Pets, as now recorded in the official records of Brevard County in the State of Florida, is rescinded and replaced with the following:

"4. PETS. There shall be no more than two pets per unit. No pet shall be left unattended while outside the condominium units. All pets shall be on a leash while outside the condominium units. Any pet determined to be a nuisance or threat to other Village Square Condominium residences may be removed by action of the Board of Directors. All handlers shall clean up after their pets. No pet shall weigh more than twenty (20) pounds or be over fourteen (14) inches in height at the shoulders. Exceptions to these weight and height limits must be approved by the Board of Directors"

This amendment will become effective upon the recording of this amendment with the Registrar of Deeds and entered into the official records of Brevard County in the state of Florida.

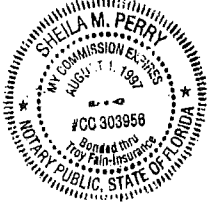
As the sitting President of Village Square Condominium Association Board of Directors, I attest that the above general affidavit reflects the wishes of the Village Square Condominium Board of Directors which approved the above action by a majority vote of the quorum present at the April 30, 1996, Board of Directors Meeting.

J.H. Deshotel
Affiant Signature

J. H. DESHOTEL
Printed Name
1655 HARRISON ST.
TITUSVILLE, FL 32780
Post Office Address

I have relied upon the following identification of the Affiant J. H. Deshotel

Sworn to and subscribed before me this 1st day of May, 1996
NOTARY RUBBER SEAL STAMP



Sheila M. Perry
Notary Signature

Sheila M. Perry
Printed Notary Signature

LAW OFFICES OF
TRUMAN SCARBOROUGH, JR.
239 HARRISON STREET
POST OFFICE BOX 1184
TITUSVILLE, FLORIDA 32781

(407) 287-4770
FAX (407) 284-8319

December 8, 1993

Geraldine H. Polk, President
Village Square Association
1705 Harrison Street #150
Titusville, Florida 32780

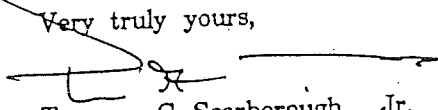
Re: Responsibility of Unit Owner for Porch Interior

Dear Mrs. Polk:

I have been requested to render an opinion on whether an Unit Owner or the Association is responsible for repair to interior wood on the porch. This is not within the Association's responsibility as set forth in 13.1 a. (1) (2) and (3). The Unit Owner is responsible for all other repairs to his unit as provided by 13.1 b. (1). This responsibility is stated further in 13.1 b (4).

If you have any questions, please advise.

Very truly yours,


Truman G. Scarborough, Jr.

am

enc. copy 13.1 (a) and 13.1 (b)