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Square

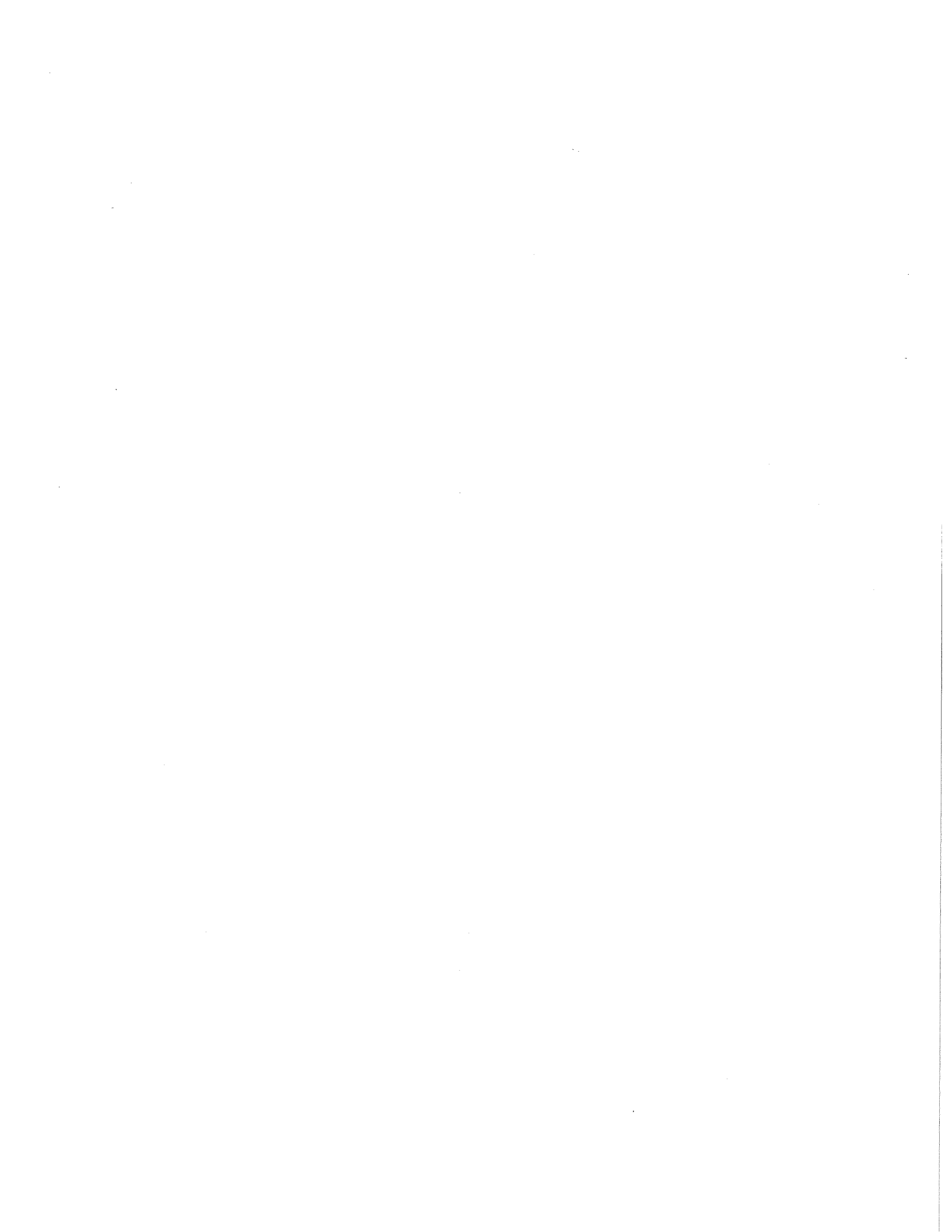
Village Square of Titusville, Condominium Association, Inc.  
1685 - 1795 Harrison Street  
Titusville, FL 32780

# Declaration's & Amendments

(also known as the Condo Doc's)



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](mailto:Office@RecDif.com)  
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 "C" INTANGIBLE & DOC  
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 DOC ST. \$  
 COUNTY & SOLICIT TAX \$  
 REC. CHG \$  
 REFUND \$  
 Chas. Conrad Court Brevard Co. Florida

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

VILLAGE SQUARE OF TITUSVILLE, A CONDOMINIUM

DECLARATION made this 8th day of November, 1983, in Brevard County, Florida, by FIRST SERVICE PROPERTIES, a Florida partnership, hereinafter called "Developer" as owner of certain lands lying in and being situated in Brevard County, Florida, for itself, its successor, grantees and assigns:

WITNESSETH:

WHEREAS, the Developer as owner of certain real property, lying and being situated in Brevard County, Florida, as more particularly set forth on Exhibit A attached hereto, subject to reservations and easements of record (hereinafter referred to as the "Land"); and

WHEREAS, said deed is recorded in Official Records Book 2400, Pages 0131 through 0182 inclusive, Public Records of Brevard County, Florida, and the same by this reference, is hereby made apart of this Declaration as though set out in its entirety herein; and

WHEREAS, the Developer contemplates erecting upon portions of said Land from time to time multi-unit residential buildings housing up to, but not exceeding one hundred ninety two (192) condominium units and related facilities in phases pursuant to the provisions of Florida Statutes, Section 718.403. A copy of the plot plan and preliminary phase division is attached hereto as Exhibit B; and

WHEREAS, the Developer from time to time desires to submit portions of the Land and the improvements erected thereon to condominium ownership, pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, hereinafter called the "Condominium Act";

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this Condominium is to be

THIS INSTRUMENT PREPARED BY:

T. G. Scarborough, Jr.  
 P. O. Box 1184  
 Titusville, Fla. 32781

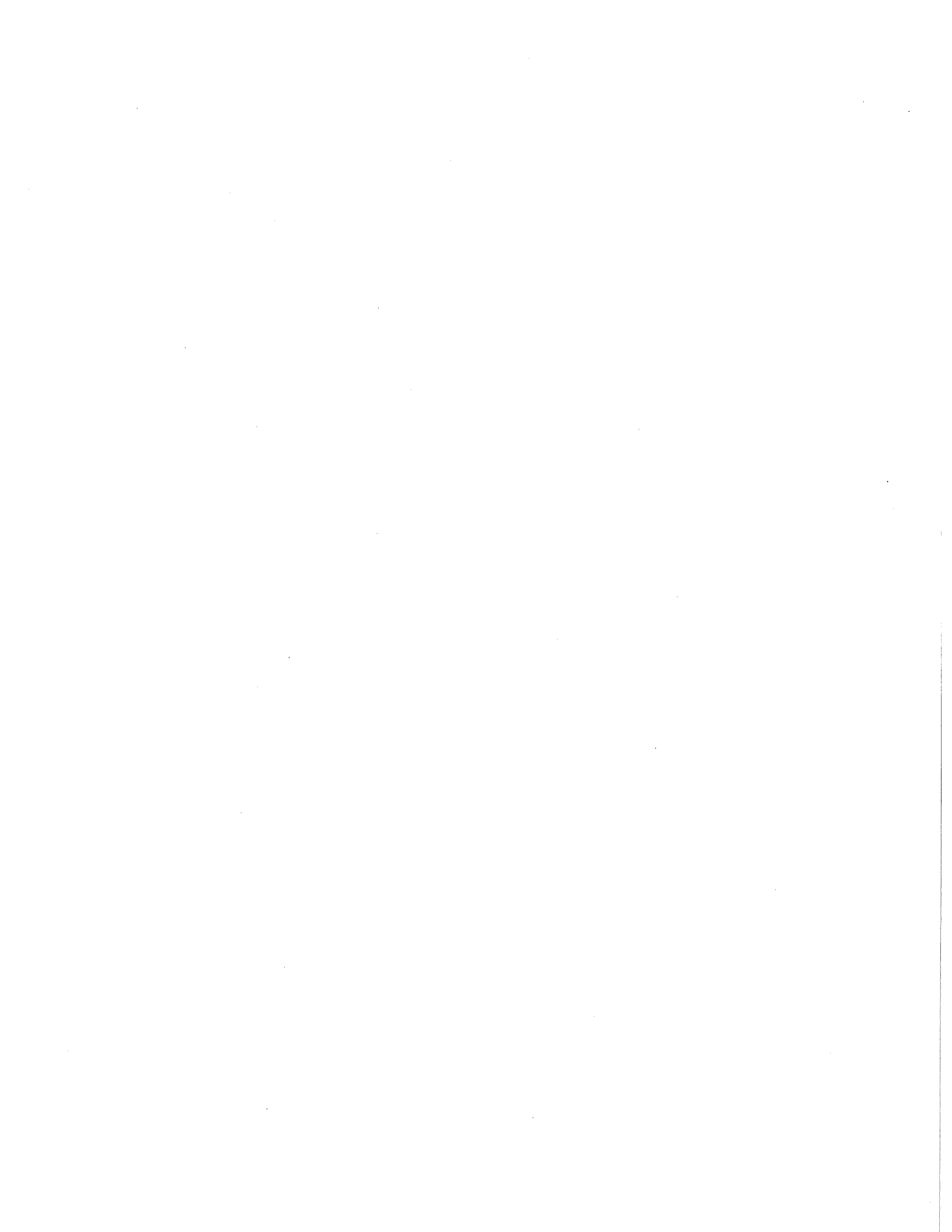
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identified is VILLAGE SQUARE OF TITUSVILLE, a Condominium.

2. DEFINITIONS. The terms used in this Declaration of Condominium and its exhibits shall be as follows, unless the context otherwise requires:

2.1 Articles means the Articles of Incorporation of the Association.

2.2 Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against one or more Unit Owners.

2.3 Association means the entity responsible for the operation of the Condominium: VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation.

2.4 Board of Directors means the Board of Directors of the Association, which is the board of administration as defined in the Condominium Act.

2.5 Building means the structure or structures on the Land in which the Units are located, regardless of the number of such structures.

2.6 Bylaws means the bylaws for the government of the Association as they exist from time to time.

2.7 Common Elements include the Land, improvements, and all other parts of the Condominium not within the Units, as provided in the Condominium Act. Common Elements also include easements for encroachments by the perimeter walls, ceilings and floors surrounding each Apartment caused by the settling or moving of a Building or by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easement shall continue until the encroachment no longer exists. Reference to "Common Elements" include "Limited Common Elements" unless the context otherwise requires. The Common Elements may be enlarged from time to time as provided in the Condominium Act and this Declaration.

2.8 "Common Expenses" means the expenses for which the the Unit Owners are liable to the Association. These include, but are not limited to:

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(a) expenses of administration, expenses of maintenance, operation, repair, replacement of the Common Elements, easements of ingress and egress, and of the portions of Units to be maintained by the Association, and fees and expenses connected with any maintenance or management agreement entered into by the Association;

(b) expenses declared Common Expenses by provisions of this Declaration and its exhibits, the Articles of Incorporation, or the Bylaws;

(c) expenses of water, sewage and trash removal and other utilities provided by the Association for Units or Common Elements;

(d) expenses of maintenance, operation; repair, replacement of the Recreational Facilities maintained or owned by the Association; and

(e) any valid charge against the Condominium as a whole.

The enumeration of Common Expenses set forth herein is not exclusive. Expenses connected with or related to Limited Common Elements shall not be deemed Common Expenses chargeable proportionately to all Unit Owners, but shall be deemed special common expenses charged only to the Unit or Units to which such elements are appurtenant or otherwise relate; but, otherwise all references to Common Expenses, particularly in regard to the enforcement of payment thereof, shall be deemed to include those special Common Expenses applicable to the Limited Common Elements, unless the context otherwise requires.

2.9 "Common Surplus" means the amount of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.10 "Condominium" means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act. This Condominium is a residential condominium and a phase condominium as defined in the Condominium Act.

2.11 Condominium Act means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof

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2.12 Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.13 Condominium Property means the Land, leaseholds and personal property that are subject to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.14 Declaration means this instrument by which the Condominium is created, as it may be amended from time to time.

2.15 Existing Lender means any Institutional Lender financing the construction of the improvements on the Condominium Property.

2.16 Improvements means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including, but not limited to, the Buildings.

2.17 Institutional Lender is the owner and holder of a mortgage encumbering a condominium parcel, which is either a bank, real estate investment trust, life insurance company, licensed mortgage company, savings and loan association, real estate or mortgage investment trust, pension fund, agency of the United States government, the Developer, and the Existing Lender.

2.18 Limited Common Elements appurtenant to a Unit, as defined in the Condominium Act, Limited Common Elements, if any, are graphically shown on Exhibits C & D. Limited Common Elements shall be for the exclusive use of a certain condominium Unit or Units to the exclusion of other Units.

2.19 Recreational Facilities means a portion of that parcel of Land to be submitted as Phase Eleven as more fully described in Exhibit 0, attached hereto, and which, when completed, may contain, among other things, a swimming pool.

2.20 Unit means a part of the condominium property which is subject to exclusive ownership. A Unit may be in improvements, land or land and improvements together, as specified in the Declaration of Condominium.

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2.21 Unit Owner or "owner of a unit" means the owner of a condominium parcel.

2.22 Other Definitions. Other definitions contained in the Condominium Act apply hereto.

2.23 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.24 Utility Services. As used in the Condominium Act and as construed hereunder, Utility Services shall include services presently provided, or which may be provided hereafter, including, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewer disposal, cable television service, master antenna system, security alarm service, and telephone.

### 3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.

The following property is hereby submitted to the condominium form of ownership, one half one bedroom units with 724 sq. ft. and the other half two bedroom units with 915 sq. ft.

3.1 Phase I. The lands lying and being situated in Brevard County, Florida, as more particularly described on Exhibit E attached hereto, which lands are hereinafter referred to as Phase I, together with all improvements erected or installed thereon, including, but not limited to, Two Buildings with Eight Units in one building and Eight Units in the other building and related facilities, subject to easements and reservations of record.

4.1 Phase II. Two Buildings containing eight Units in one building and eight Units in the other building may be constructed on the property described as Phase II, as more particularly described on Exhibit F attached hereto and hereby made a part hereof. In the event the Developer exercises the right to construct Phase II and submit the same to condominium ownership as described herein, the improvements contained in Phase II shall be completed on or before December 31, 1984.

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

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4. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. The Developer, pursuant to the provisions of Florida Statutes, Section 718.403, hereby retains the right to submit to the condominium form of ownership, by amendment to this Declaration, the following described additional phases, with one bedroom units of 724 Sq. Ft. and two bedroom with 915 Sq. Ft.

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

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

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 J 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.

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 K 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

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 L 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.

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 1, 1988.

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 1, 1988.

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 1, 1988. The Developer intends to spend at least \$76,800.00 if such facilities are constructed. Until 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  
Size of Pool Deck five feet deep all the way around the pool  
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 1, 1988.

14.12 Developer's Commitment. Nothing contained in this Declaration or in the exhibits to the Prospectus for this Condominium shall create any duty, obligation or commitment on the part of the Developer to submit the Land included in the successive phases described herein to condominium ownership or to construct additional residential units or recreational facilities thereon, or in any other way commit the Developer to develop this Condominium in accordance with the present intended plan or any other plan. Any reference herein to Developer's intentions to continue development of this Condominium shall in

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no way constitute or be considered a dedication, reservation, limitation, covenant or agreement affecting the presently undeveloped Land in said subsequent phases.

5. AMENDMENT OF DECLARATION ADDING PHASES.

5.1 Developer's Rights. 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 years from the date this Declaration is recorded.

5.2 Content of Amendment. The Developer may amend this Declaration as aforesaid by filing an amendment or amendments of Declaration in the Public Records of Brevard County, Florida, which amendment (or amendments) shall describe and submit the Land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Owners, lienors or mortgagees of Condominium Parcels, whether or not elsewhere required for amendments except as set forth in paragraph 5.1 above.

5.3 Modification of Plans. The Developer retains the right to modify the legal descriptions, plot plans and preliminary phase plans as set forth on Exhibit B and Exhibits E through P, hereto, of any additional phases prior to submitting the same to Condominium ownership. The developer will make no amendments to the legal descriptions, plot plans and preliminary phase plans on the declaration which would impact upon any of the matters that are required by Fla. Stat. 718.403 to be addressed; unless the developer gets all (100%) of the

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units to approve the amendment. In the event modification of the legal description or plot plan of any additional phases becomes necessary, the developer shall have the right to amend this Declaration to correspond to the modified plot plan or legal description and any such modification shall be binding upon the Owners of Units previously submitted to condominium ownership.

5.4 Percentage Ownership. Notwithstanding the provisions of this paragraph 5, the percentage ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed in the manner set forth in paragraph 11 herein.

## 6. IDENTIFICATION.

6.1 Survey, Plot Plan and Graphic Description. The Units on the Condominium Property submitted to the condominium form of ownership as Phase I are set forth in the plans attached hereto as Exhibit B <sup>Survey 13k. S, page 17, Public Records of Broward Co.</sup> Each Unit is described in said plans in such a manner that there can be determined therefrom the identification, location, dimensions and size of each Unit as well as the Common Elements or Limited Common Elements appurtenant thereto. Each Unit is identified by a number as shown on said plans so that no Unit bears the same designation as does any other Unit.

6.2 Identification of Subsequent Phases. The Units of Phases II through XII, are set forth in the plans attached hereto and made a part hereof as Exhibits B. Each Unit is described in said plans in such a manner that there can be determined therefrom the identification, location, dimensions and approximate size of each Unit. Each Unit is identified by a number as shown on said plans so that no Unit bears the same designation as does any other Unit.

6.3 Substitutions. The Developer is hereby authorized to substitute materials of comparable or better quality for those shown in the plans and specifications where, in the Developer's judgment, such substitutions are necessary or desirable, provided that the quality of construction in subsequent phases shall be at least equal to the quality of the construction of the initial improvements in Phase I.

6.4 Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between the Units, as

long as the Developer owns the Units so altered. Provided no such change shall increase the number of Units or change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment. If the Developer shall make any changes in the Units as so authorized, such changes shall be reflected by an amendment to this Declaration.

6.5 Amendment to Declaration. Unless the amendment materially alters the size or configuration of a condominium Unit or the appurtenances to a unit or changes the proportion or percentage by which the owner of a parcel shares the Common Expenses and owns the Common Surplus, an amendment to this Declaration reflecting such authorized alteration of Unit plans or subdivision by the Developer need be signed and acknowledged only by the Developer and the Existing Lender, and need not be approved by the Association, Apartment Owners or lienors or mortgages or Units or of the Condominium, whether or not such approval is otherwise required for an amendment.

7. DEVELOPER'S UNITS AND PRIVILEGES. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person approved by it. Developer, and its agents shall have the right to transact on the Condominium Property any business necessary to consummate the sale of the Units, including, but not limited to, the right to maintain a sales office and models, to have signs, to have employees in the sales office, and to use the Common Elements to show Units. A sales office, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be the Owner thereof, under the terms and conditions applicable to other Owners, save for this right to sell, rent or lease as contained in this paragraph. No rights reserved to the Developer hereunder or under any other provisions of this Declaration and the exhibits hereto shall be waived, altered or amended without the express written consent of the Developer, or its successors or assigns.

8. EASEMENTS. In addition to the easements created by the Condominium Act and any other easements created or granted

elsewhere in this Declaration and in the easement to Florida Power and Light, recorded in O.R. Book 2436... Page 1693... of the Public Records of Brevard County, the following are also created:

8.1 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other Units and the Common Elements.

8.2 Utility Services and Drainage. Easements are reserved under, through and over the Condominium Property as required for utilities ( including Southern Bell Telephone Company ) cable television, any and all governmental services, and drainage in order to serve the Condominium adequately. No Unit Owner shall do anything inside or outside of his Unit to impair or interfere with the provision of Utility Services or drainage or these easements, provided, however, that such easements throughout a Unit shall only be according to the plans and specifications of the Unit Building, or the Building as constructed.

8.3 Encroachments. Easements shall exist for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by the settlement or movement of the Buildings or by minor inaccuracies in building or rebuilding which may now or hereafter exist, and such easements shall continue until such encroachments no longer exist.

8.4 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner, his guests, tenants and invitees, shall exist for pedestrian and vehicular traffic over, through and across sidewalks, paths, streets, walks and other portions of the Common Elements as from time to time may be used and designated for such use.

8.5 Construction and Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter upon the Condominium Property and to take all other action necessary or convenient for completing the construction or improvement thereof or any improvements to Units located or to be located thereon, and for repair, replacement and maintenance purposes, or for any other purpose, provided that such activity does not prevent or unreasonably interfere, in the opinion of Developer, with the use or enjoyment by the Unit Owner or other residents of the Condominium Property.

8.6 Sales Activity. So long as the Developer (including its successors and assigns) owns any of the Units, Developer, its agents and designees, shall have the right to use any of such Units and the Common Elements for model units and sales offices, to show model units and the Common Elements to prospective purchasers and tenants, to erect and maintain upon the Condominium Property signs and other promotional material to advertise units for sale or lease and for other similar purposes the Developer, in its opinion, deems appropriate.

8.7 Developer Easement. In the event that any subsequent phase is not dedicated to condominium use as set forth in Section 4, the Developer and its successors and assigns, shall have a non-exclusive easement for pedestrian and vehicular travel over, through and across the condominium property so as to enable Developer access to any property owned or leased by it that has not been dedicated to condominium use; provided that such easement will not unreasonably interfere with the reasonable use of the condominium property by the owners thereof.

8.8 Additional Easements. The Developer, so long as it owns units, and the Association, on its behalf and on behalf of all Unit Owners (each of whom hereby irrevocably appoints the Developer and the Association as attorney-in-fact for this purpose), shall have the right to grant such additional easements for Utilities Services or drainage, or to relocate any existing easements or facilities (subject to applicable restrictions), in any portion of the Condominium Property and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not unreasonably interfere with the reasonable use of the Units for dwelling purposes.

9. UNIT BOUNDARIES. Each Unit shall include that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries are as follows:

9.1 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the intersecting vertical planes of the inner undecorated and/or unfinished inner surfaces of

the perimeter walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

9.2 Upper and Lower Boundaries. The upper boundary of the Unit shall be the plane of the undecorated finished surface of the ceiling, extended to an intersection with the perimetrical boundaries of the Unit. The lower boundary shall be the plane of the undecorated finished surface of the floor, extended to an intersection with the perimetrical boundaries of the Unit.

9.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors and sky lights, such boundaries shall be extended to the interior, unfinished surfaces of such apertures, including all framework thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall be included in the boundaries of the Unit.

9.4 Heating and Air Conditioning Equipment. Heating and air conditioning equipment, including, but not limited to, compressors, pumps, ducts and vents, serving only one Unit, shall be deemed to be included within the unit, whether or not physically located within the boundaries elsewhere defined in this Section 9.

9.5 Exterior Light Fixture. Each unit shall include an exterior photocell light fixture and be responsible for the electricity thereof. However, the maintenance thereof shall be a Common Expense as provided in Section 13 herein.

9.6 Exceptions. In cases not specifically covered above, or in case of conflict or ambiguity, the plans of the Units attached hereto as Exhibit hereto shall control in determining the boundaries of the Units, except that the provisions of Section 9.4 shall control unless the plans specifically provide otherwise.

## 10. COMMON ELEMENTS.

10.1 Defined. Common Elements, as hereinabove defined shall include within its meaning, in addition to the terms listed in the Condominium Act, Florida Statutes, Section 718.108, the following items:

- a. an exclusive easement for use of the air space occupied by the Unit as it exists at any particular time as

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the Unit may lawfully be altered.

b. an undivided share in the Common Surplus;

c. cross easements for ingress, egress, support, maintenance, repair, replacements and utility services; and

d. easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by the settlement or movement of the Buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

10.2 Parking. All parking spaces and areas shall be part of the Common Elements of the Condominium.

10.3 Amendments. Amendments to the Common Elements may be made as provided for in Florida Statutes, Section 718.110(5) and (6).

11. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. The undivided share in the Land and other Common Elements and the Common Surplus which are appurtenant to each Unit shall be computed on the following basis:

11.1 Phase I, II and III. Upon the completion of Phase I, II and III [Phase I with eight units in two building and Phases II and III also with eight units in two building each] and recordation of this Declaration, each Unit in Phases I, II and III shall have an undivided share in the ownership of the common elements and the common surplus equal to  $2.08 \frac{1}{3} \%$  of the one hundred percent (100%). This percentage interest in the ownership of the Common Elements and the Common Surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of Units in Phases I, II and III (48) (denominator); the resulting figure being the undivided percentage of ownership of the Common Elements and Common Surplus attributable to each unit in Phase I, II and III prior to the recordation of any amendment submitting additional units to condominium ownership pursuant to this Declaration.

11.2 Additional Phases. As any additional phases are completed and submitted to condominium ownership as set forth in paragraph 4 herein, the undivided share of the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the condominium form of ownership on the following basis:

a. The adjusted percentage of the undivided ownership of the Common Elements and Common Surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all Units presently submitted to condominium ownership pursuant to this Declaration and amendments thereto (denominator).

Example: Upon completion of Phase IV and the recordation of the amendment to this Declaration submitting Phase IV to condominium ownership, the Common Elements and Common Surplus attributable to each Unit shall be computed by dividing one hundred percent (100%) (numerator) by thirty two (32) Units (denominator) which represents the cumulative total of all Units submitted to condominium ownership pursuant to this Declaration at the time the amendment adding Phase IV is recorded.

b. The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit automatically takes effect upon the recordation of each amendment submitting additional Units to condominium ownership pursuant to this Declaration.

c. The adjusted percentage of the undivided share in the ownership of Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit Owner, his grantees, assigns, successors, executors or heirs, of every Unit previously submitted to condominium ownership pursuant to this Declaration.

## 12. EXPENSES AND COMMON SURPLUS.

12.1 Liability for Common Expenses. Except as specifically provided elsewhere in this Declaration, each Unit Owner shall be liable for his portion and share of the Common Expenses in an amount equal to his undivided share of ownership of Common Elements as set forth in paragraph 11 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance and all expenditures on

behalf of the Condominium for which the Association shall be responsible, including the operation and maintenance of the Recreational Facilities. In the case of co-ownership of a Unit, liability shall be joint and several.

12.2 Common Surplus. The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in paragraph 11 hereinabove as they relate to undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit submitted to condominium ownership pursuant to this Declaration.

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

13.1 Units.

a. By the Association. Except as provided herein to the contrary, the Association shall maintain, repair and replace at the Association's expense:

(1) all portions of Unit, except interior surfaces (interior surfaces include, but are not limited to, dry wall, interior plaster and painted surfaces), contributing to the support of a Condominium Building, which portions shall include, but are not limited to, load bearing walls, columns and the floor systems;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which such facilities are contained;

(3) all incidental damage caused to a Unit by such work, shall be repaired promptly at the expense of the Association.

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

(1) to maintain, repair and replace at his expense all portions of his Unit except the portions to be main-



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

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

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

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

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

(6) to keep and maintain his Unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do

so may engender.

(7) after twenty-four (24) hours notice, any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair, or replacement of any common element therein or accessible therefrom or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

c. Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit or a Condominium Building that is to be maintained by the Association, or remove any portion of such or make any additions to them or do anything that would jeopardize the safety or soundness of the Condominium Building, or impair any easements, without first obtaining approval in writing of Owners of all Units in which such work is to be done and the approval of the Board of Directors of the Association.

### 13.2 Common Elements.

a. By the Association: Except as provided in subparagraph 13.2(b), the maintenance and operation of the Common Elements, including the Limited Common Elements, shall be the responsibility of the Association, and the cost of same, in regard to the Common Elements, except Limited Common Elements shall be, a Common Expense; but in regard to the Limited Common Elements, such costs shall be a special common expense of the Unit(s) to which the Limited Common Elements are appurtenant.

b. Alteration and Improvement: After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration nor further improvement of Common Elements without prior approval in writing by the record Owners of all of the Units; provided, however, that any alteration or improvement of the Common Elements, including the Limited Common Elements, bearing the approval in writing of the record Owners of not less than two-thirds (2/3) of the Common Elements, and which does not interfere with the rights of any Owners without their consent, may be done if the Owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed

shall be assessed to the other Unit Owners in the proportion that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvement. The cost of such work shall not be assessed against an institutional mortgagee that acquires its title as the result of owning a mortgage upon a Unit owned, unless such Owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so approved by an institutional mortgagee shall be assessed to the other Unit Owners in the proportion that their shares for the Common Expenses bear to each other.

13.3 Enforcement of Maintenance: In the event that maintenance, replacements and repairs required to be made by a Unit Owner are not made within (15) days after written notice thereof by the Association or its agent, the Association or its agent shall have the right, but shall not be obliged, to enter the Unit or Limited Common Elements and make the maintenance, replacements or repairs; provided, however, if in the opinion of the Association an emergency exists which jeopardizes other Unit Owners, residents of the Condominium, or the Condominium Property, the Association may, but shall not be obliged to, enter or authorize its agent to enter the Unit to make such maintenance, replacements or repairs immediately with or without notice. Such work shall be done without disturbing the rights of other Unit Owners to the extent reasonably possible. The Unit Owner shall be assessed the cost of such maintenance, replacements or repairs. Furthermore, the Association, Developer or any Unit Owner may seek compliance herewith by a Unit Owner in a court of law or equity. The Association shall have the power to assess the Unit Owner for all costs of such maintenance, replacements or repairs and costs incurred in seeking compliance as to his Unit or Limited Common Elements, including reasonable attorney's fees; provided, however, any Institutional Lender or Owner (in the event the Association fails to comply) may apply to a court to appoint a receiver to carry out the terms and conditions required to be performed by the Association.

14. ADDITIONS, ALTERATIONS AND IMPROVEMENTS BY DEVELOPER. The foregoing restrictions on additions, alterations and improvements of Section 13 shall not apply to Developer-owned Units. The

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Developer shall have the additional right, without the consent or approval of the Association or the Unit Owners, to: make alterations, additions or improvements, structural or non-structural, interior or exterior, in, to and upon any Unit owned by it. The Developer will make no amendment which would impact upon any F.S. 718.403 item, without the consent of 100% of all unit owners.

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

15.1 Share of Common Expense. Each Unit Owner is liable for the Common Expenses and shall share in the Common Surplus, as provided in paragraph 12 hereinabove. Unless specifically otherwise provided in the Declaration or its exhibits, all assessments made against Unit Owners of this Condominium for Common Expenses shall be uniform and shall be in such proportion that the amount of the assessment levied against each such Unit Owner shall bear the same ratio to the total assessment made against all Unit Owners of this Condominium as does the undivided interest in Common Elements appurtenant to each Unit bear to the total undivided interest in Common Elements appurtenant to all Units without increase or diminution for the existence or lack of existence of any exclusive right to use an area constituting Limited Common Elements which may be appurtenant to any Unit, provided, however, that any special Common Expense connected with a Limited Common Element shall only be assessed against the Unit to which it is serving or appurtenant, and such charge shall not otherwise affect the share of the Common Surplus or liability for Common Expenses. Provided further, however, that during any period of time in which less than all of the buildings of the condominium are being maintained and operated by the Association, such as the maintenance and operation of some of the Buildings pending reconstruction of a Building or Buildings after a casualty, the Common Expenses attributable to the maintenance and operation of such Buildings being maintained and operated by the Association shall be assessed only to the Apartment Owners in those Buildings and, as to Common Expenses, in the proportions which their respective shares in the Common Elements bear in each other. Except as provided in the Bylaws of the Association, or as elsewhere limited in the Declaration or its exhibits, prior to the time the Developer sells and transfers all of its interest in and to all of the Units in this Condominium, the Developer shall make payments of its interest in the Units which have not been sold; provided however, that for the period

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of time applicable and for so long as the Developer in its contract for purchase and sale of Units in the Condominium guarantees the amount of the Common Expenses the Developer shall be excused from making payments for Common Expenses as provided in Florida Statutes 718.116(8)(a) . The Developer must pay the portion of Common Expenses incurred during that period which exceed the amount assessed against other Unit Owners.

15.2 Interest; Application of Payment. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

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

Notwithstanding the above, it is specifically understood and agreed that the Association's lien above provided for shall be subordinate to the lien of an Institutional Lender having a first mortgage on the Condominium Property or any part thereof or to the interest of an acquirer obtaining title to a Condominium Parcel as a result of the foreclosure of a first mortgage thereon, or accepting a deed in lieu of foreclosure of a first mortgage thereon, and any such acquirer of title shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Owner of such Condominium Parcel which became

due prior to acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said mortgagee or other acquirer of title shall, however, be responsible for all assessments for Common Expenses coming due subsequent to the date of final decree or judgment of foreclosure or the date of delivery of the deed in lieu of foreclosure.

15.4 Rental Pending Foreclosure. During any foreclosure of a lien for assessments, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

15.5 Notice of Default to Mortgage. Notwithstanding anything to the contrary contained herein, a holder of a mortgage of record on any Unit in the Condominium which has advised the Association in writing of its mortgage shall be entitled to written notice from the Association of any default by the mortgagor of such Unit in the payment of assessments due the Association or any other default in the mortgagor's obligation under the Declaration or its exhibits and attachments which is not cured within thirty (30) days after default.

15.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of the share of the Common Expenses and assessments relating to Unit it is offering for sale, for a period beginning with the recording of this Declaration and ending four months from the closing on the sale of the first unit. Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

16. THE ASSOCIATION. The administration and operation of the Condominium shall be by the VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida. The Association has all the powers and duties as set forth in the Condominium Act, as well as the powers and duties granted to or imposed upon it by this Declaration, the Bylaws and Articles of Incorporation. Copies of the Bylaws and the Articles of Incorporation are attached hereto as Exhibits Q and R, respectively, and made a part hereof.

16.1 Membership. The Developer and all persons (including corporations) hereinafter owning a Condominium Parcel, whose interest is evidenced by the recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

16.2 Voting Rights. An Owner or Owners of a single Condominium Parcel shall collectively be entitled to one (1) vote, which shall be cast by the voting member. In the event that any person owns more than one (1) Condominium Parcel in the Condominium, such person shall be entitled to one (1) vote per Condominium Parcel so owned. In the event that a Condominium Parcel is owned by more than one (1) person, such persons are entitled collectively to only one (1) vote per Condominium Parcel.

16.3 Number of Members. Upon the completion of Phase I of VILLAGE SQUARE OF TITUSVILLE, CONDOMINIUM ASSOCIATION, INC., there shall be 16 voting members of the Association. Upon the recordation of ~~any amendment submitting additional Units to~~ Condominium ownership pursuant to the provisions of this Declaration, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting member for each Unit submitted to Condominium ownership pursuant to this Declaration and amendments thereto.

16.4 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, or its own property, if any, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

16.5 Restriction Upon Assignment of Shares in Assets.

The share of a Unit Owner in the funds of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

16.6 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of record of such other persons is specifically required by this Declaration.

17. INSURANCE. The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, and be governed by the following:

17.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and their mortgagees, and the fee owner of the Unit, as their interest may appear. For purposes of this Section 17 titled "Insurance" any and all reference to mortgagees shall include, but not be limited to, the interest of the fee owner of the Unit as his interest may appear. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

17.2 Coverage.

a. Casualty: All buildings and other improvements upon the Land of this Condominium shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation, underground utilities and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as determined periodically by the Board of Directors of the Association. The Board of Directors may cause the insurable property to be appraised periodically for the purpose of establishing insurance values. A copy of the appraisal shall be retained in the records of the Association. The cost

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of appraisal shall be a Common Expense. Such coverage shall afford protection against:

(1) Loss or Damage: Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Other risks: Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Land, including, but not limited to, vandalism and malicious mischief. Flood insurance for each Building in the Condominium shall be provided in the maximum amount required by law, unless the Association otherwise determines to provide a lesser amount, and such lesser coverage is consented to by Institutional Lenders of record encumbering the Unit in the Condominium.

b. Public Liability: Public liability insurance to the extent of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate, or such greater amount and with physical injury and such other coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner or others.

c. Workmen's Compensation. Workmen's Compensation Policy to meet the requirements of law.

d. Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

17.3 Premiums. Premiums upon insurance policies insuring this Condominium which are purchased by the Association shall be paid by the Association as a Common Expense chargeable as part of the budget expenses of this Condominium.

17.4 Insurance Trustees; Shares of Proceeds. All insurance policies purchased by the Association for this Condominium shall be for the benefit of the Association, the Unit Owners of the Condominium and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to Truman Scarborough, Jr., as Insurance Trustee, or to such successor trustee or co-trustee

as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the "Insurance Trustee". The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners of this Condominium and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

a. Common Elements. Proceeds on account of damage of Common Elements shall be distributed to the Insurance Trustee as an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit, except in regard to Limited Common Elements which shall be allocated for this purpose in the same manner as provided for Units under 17.4(b) below.

b. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building is to be Restored. When the Building is to be restored for Owners of damaged Units and their mortgagees, as their interest may appear, the cost shall be paid in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(2) When the Building is not to be Restored. When the Building is not to be restored, an undivided share for each Unit Owner, and his mortgagees as their interests may appear; provided, however, that no mortgagee (except the existing Lender as to unreleased Units) shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

17.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the Trust. All expenses and reasonable fees of the Insurance Trustee shall be paid first or provision made for such payment.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

c. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Unit Owners and their mortgagees, as their interests may appear, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

d. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or other authorized officer as to the names of the Unit Owners and their respective shares of the distribution.

17.6 Association as Agent. Except as otherwise required by the Condominium Act or the Bylaws of the Association, the Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

17.7 Association Property. Insurance maintained by the Association on Association property and the repair and maintenance of Association Property shall be assessed as a Common Expense. Such insurance shall be payable to the Association and its mortgagee, if any, and not to the Insurance Trustee. Liability and property damage and other insurance coverage and amounts on Association property shall be determined by the Board of Directors of the Association subject to the Bylaws of the Association.

18. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

18.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Element. If the damage improvement is a Common Element, the damaged property shall be reconstructed and repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

b. Condominium Buildings.

(1) Lesser Damage. If the damaged improvement is a part of the Condominium Building, and if units to which fifty percent (50%) of the Common Elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is part of the Condominium Building and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction or repair.

c. Certificate: The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or other authorized officer to determine whether or not the damaged property is to be reconstructed or repaired.

18.2 Plans and Specifications. Any reconstruction or repair to any Unit must be substantially in accordance with the plans and specifications for the original Building containing such Unit; or if not so in accordance, then according to plans and specifications approved by the Board of Directors of the Association and the Institutional Lenders holding liens on the Units and if the damaged property is a Unit Building, by the Owners of not less

than seventy-five percent (75%) of the Common Elements of the Condominium and by the Owners of all damaged Units in the Building, which approval shall not be unreasonably withheld.

18.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

18.4 Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

18.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, or in the case of Limited Common Elements, own the Units to which the Limited Common Elements are appurtenant, and against all Unit Owners of this Condominium in the case of damage to Common Elements other than Limited Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units and Limited Common Elements shall be proportion to the cost of reconstruction and repair to their respective Unit and appurtenant Limited Common Elements. Such assessments on account of damage to Common Elements (other than Limited Common Elements) shall be in proportion to the Owner's share in the Common Elements.

18.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

a. Association: If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of

the Association is more than TWENTY THOUSAND (\$20,000), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Twenty Thousand (\$20,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Twenty Thousand (\$20,000) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgage endorsement as to the Unit, then to the Unit Owner and the Mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such

balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificates: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or engineer or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect or engineer named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

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

19.1 No unit shall be used for any purpose other than as a single family residence. No unit will be used for interval or time-share ownership.

19.2 Each of the units shall be occupied only by an owner, members of his family, his servants and guests, as a residence and for no other purpose. No unit shall be permanently occupied by more than Two persons per bedroom and the maximum number of overnight guests shall be limited to no more than Two persons per Unit. No Unit shall be occupied by relatives, tenants or guests while the Unit Owner is not in residence, unless the Unit Owner gives written notice thereof. The Board of Directors shall

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promulgate reasonable rules and regulations to accomplish such registration procedure.

19.3 Except as reserved to the Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

19.4 Repair and Utilities. The Apartment Owner shall keep and maintain the interior of his Unit in good condition and repair, including the entire air conditioning system (compressor, ducts; vents, etc.) servicing the Unit, whether inside or outside of the Unit, and shall promptly pay for all Utility Services which are separately metered to the Unit.

19.5 Signs. No signs shall be displayed from a Unit or on Common Elements except such signs as shall have advance written approval by the Association.

19.6 Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit or the Unit Building without the prior written consent of the Board of Directors of the Association.

19.7 No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of the Condominium Units, or any other part of the Condominium Property, without the written consent of the Board of Directors of the Association.

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

19.9 Damage, Alterations. A Unit Owner shall be liable to the Association for damage to the Common Elements caused by the Unit Owner, or the invitee or lessee of the Owner.

19.10 Children. This is an adult community and children under the age of 12 years shall not live in the Condominium except as is provided herein. After notice to the Association, children under the age of 12 years may visit for a period up to two weeks. Visits longer than two weeks require special permission of the Association's Board of Directors. Visiting children must be carefully supervised at all times.



19.11 Trash. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

19.12 Noise. All occupants of Units shall exercise extreme care about making noise, or in the use of musical instruments, radios, televisions and amplifiers that may tend to disturb the other occupants.

19.13 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended.

19.14 Nuisances. No nuisances shall be allowed on the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

19.15 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property, shall be the same as the responsibility for the maintenance and repair of the property concerned.

19.16 No Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or the Common Elements without the prior written consent of the Association.

19.17 Enforcement. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association against a Unit Owner, and/or the members of this family, his guests, invitees, tenants

and lessees. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees incurred in prosecuting or defending the action, including appellate proceedings.

19.18 Rules and Regulations. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit S.

19.19 Proviso. Provided, however, that until Developer has closed the sales of all of the Units in the Condominium, or until some of the Units have been sold and none of the other Units in the Condominium are being offered or held by the Developer for sale in the ordinary course of business, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale of the Units. Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of sales office, the showing of the Condominium Property and the display of signs, and as provided elsewhere herein.

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

\* 20.1 Transfer Subject to Approval:

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

b. Lease. No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Association except to a Unit Owner. No Unit may be leased for a period of less than one month and is restricted to six leases per calendar year. Only entire Units may be leased, and only the lessee, and his family, servants and guests may occupy

the Unit under authority of any lease. No Unit Owner shall lease his Unit for transient or hotel purposes, except for a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure. All leases shall be in writing. The terms of any lease agreement, must comply with the provisions of the Declaration and the By-laws and provide that the failure of any lessee to comply with the terms of such documents shall be a default under the lease.

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

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

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

#### 20.2 Approval by Association.

##### a. Notice to Association

(1) Sale. A Unit Owner intending to accept a bona fide offer of sale of his Unit or any interest therein, shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. (A bona fide offer being defined as an offer in writing binding upon the offeror and containing all the pertinent terms of such sale or lease, and accompanied by an earnest money deposit in an amount equal to ten percent (10%) of the purchase price if such offer is an offer to purchase a Unit.) Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. \*

(2) Lease. A Unit Owner intending to accept a bona fide offer to lease his Unit or any interest therein,

shall give to the Association notice of such intention, together with name and address of the intended lessee and other such information as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; Devise; Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transfer of ownership. If the Association disapproves the transfer of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and the information, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), in recordable form, which shall be delivered to the lessee.

(3) Gift; Devise; Inheritance; Other Transfer. If the Unit Owner giving notice has acquired his title

by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the President, in recordable form and shall be delivered to the Unit Owner and shall be recorded in the public records of Brevard County, Florida, at the expense of the Unit Owner.

(4) Approval of Corporate Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser is a corporation, the approval of ownership by the corporation shall be conditioned upon requiring that all persons occupying the Unit be also approved by the Association.

20.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the Unit Owner must sell the Unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid on same terms and conditions.

(3) The sale shall be closed within ten (10) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price, if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its President (or a Vice President), having the corporate seal affixed, and approving the purchaser, shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, the proposed transactions shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; Devise; Inheritance; Other Transfers.  
If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not heretofore considered, then within ten (10) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within ten (10) days from the delivery or mailing of such agreement. In the absence of such agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in

any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall close within ten (10) days following the determination of the sale price.

(4) A certificate of the Association, executed by its President (or a Vice President), having its corporate seal affixed, approving the purchaser shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Brevard County, Florida, at the expense of the Unit Owner.

~~20 5. Exceptions. The foregoing provisions of this~~  
section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by an institutional mortgagee which acquires title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding

which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the transfer of a Unit by the Developer or to a transfer by a Unit Owner to his or her spouse or another Unit Owner.

20.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

20.7 Notice of Lien or Suit. A Unit Owner shall give notice to the Association of every suit which may affect title to his Unit, such notice to be given within five (5) days after the Unit Owner received knowledge thereof.

20.8 Purchase of Units by the Association. If a Unit Owner is desirous of selling, the association may purchase units subject to the following provisions:

a. Decisions. The decision of the Association to purchase a Unit shall be made by its Directors, without approval of its members, except as hereinafter provided.

b. Limitations. If at any one time the Association be the owner or agreed purchaser of 10 Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the members eligible to vote thereon, excluding the Association. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Asso-



ciation in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

c. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by the Association.

21. COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium and its exhibits and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act, the Declaration, its exhibits or by law:

21.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

21.2 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, or its exhibits, or the regulations adopted thereunder, or such documents and regulations as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

21.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, or its exhibits, or the regulations promulgated thereunder shall not constitute a waiver of the right to do so thereafter.

22. AMENDMENT OF DECLARATION.

22.. Generally. This Declaration may be amended by affirmative vote of two-thirds (2/3) of the Owners at a meeting

duly called for such purpose; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Lender having a mortgage or other lien against any one or more Condominium Parcels, or any other record owners of liens thereon, save and except if such amendment is for the purpose to correct an error or omission in the Declaration or in other documentation required by law to establish the Condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one percent (51%) of the Owners present or represented by written proxy in accordance with the By-laws, recorded among the Public Records of Brevard County, Florida, provided, however, that the property rights of the Owners are not materially or adversely affected by such amendment.

22.2 Changes in Units. However, no such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenants to the Unit, nor change the proportion or percentage by which the Owner of the parcel shares the Common Expenses and owns the Common Surplus unless the record Owner thereof and all recorded Owners of liens thereupon shall join in the execution of the amendment; and unless all the record Owners of all other Units approve the amendment. Provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Owner or Unit, shall be conducted by secret ballot, save and except amendments made by the Developer pursuant to the provisions of paragraph 4 hereinabove for the purposes of submitting additional phases to Condominium ownership pursuant to the terms of this Declaration.

22.3 Scrivener's Errors. Pursuant to Section 718.110(5) of the Condominium Act, amendments to the Declaration to correct certain scrivener's errors described in said section may be corrected by filing an amendment to the Declaration approved by a majority of the Owners.

22.4 Additional Phases. Notwithstanding anything contained herein, the Developer retains the right to amend this Declaration from time to time pursuant to the provisions set forth in paragraph 4 hereinabove for the purpose of submitting additional phases to Condominium ownership pursuant to the terms

of this Declaration.

22.5 Proviso.

a. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent. Neither shall an amendment make any change in the section titled "Insurance" nor in the section titled "Reconstruction or Repair After Casualty" unless the record Owners of all mortgages upon the Condominium Property or any part thereof shall join in the execution of the amendment. No amendment shall be made which affects or diminishes any right, privilege, power or option reserved to the Developer as Developer under this Declaration and its exhibits without the express written consent of the Developer or the Developer's assigns.

b. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage on the Condominium Property or any part thereof or which would alter, amend or modify, in any manner whatsoever, the rights, powers, and privileges granted and reserved herein in favor of any mortgagees or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

22.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Brevard County, Florida.

23. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

23.1 Destruction. If it is determined in the manner elsewhere provided that a Condominium Building shall not be reconstructed because of total destruction, the condominium form of ownership will be terminated without further agreement.

23.2 Certificate. The termination of Condominium in the manner described in subparagraph 23.1 above shall be evidenced

by a certificate of the Association executed by its President and Secretary or other authorized officer certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Brevard County, Florida.

23.3 Shares of Owners After Termination. After termination of the Condominium, the Unit Owners shall own the fee simple estate and improvements thereon as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

23.4 Duties of Owners After Termination. No termination shall be effective to terminate or otherwise modify the obligation to bear the specified share of the expenses of the area or other common costs; and each interest arising as a result of any such termination and the Owner thereof shall be chargeable and remain liable therefor to the same extent as herein provided.

23.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

24. CONDOMINIUM DISCLOSURE REQUIREMENTS. In accordance with Section 718 Florida Statutes, certain rules and regulations were promulgated concerning fair practice disclosures in connection with condominiums and condominium developments. Under the rules and regulations, it is deemed an unfair trade practice for a Developer of a Condominium to fail to fully disclose, in writing, to prospective purchasers of a Condominium Unit, the schedule and formula for transfer of control of the Owners Association from the Developer to the Unit Owners. Accordingly, the following disclosures are made.

24.1 Transfer of Control. The formula adopted for transfer of control of the Association by the Developer is as follows:

a. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect no less than a majority of the members of the Board of Directors of the Association upon the occurrence of one of the following events, whichever shall first occur:

(1) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

b. Provided the Developer will relinquish and have no right to control the Association, the Board of Directors of the Association, the project or the Unit Owner in any manner except through votes allocated to units it owns on the same basis as votes pertaining to sold units no later than

(1) Four months after 75% of the units in the project have been conveyed to unit purchasers, or

(2) Five years following conveyance of the first unit in this extendable project.

24.2 All Agreements/Contracts cancellable by Unit Owner Controlled Association. Pursuant to Florida Statute 718.302 and FNMA legal Guidelines issued January 3, 1983, any contract made by the Association prior to assumption of control by the Unit Owner may be cancelled by the Unit Owner controlled Association.

24.3 Method of Transfer of Control. Prior to or within a reasonable time, such reasonable time not to exceed sixty (60) days, after Unit Owners other than the Developer elect not less than a majority of the members of the Board of Directors of the Association, as required by the Condominium Act and the Articles of Incorporation of the Association, the Developer shall deliver to the Association all property of the Association members and of the Association held by or controlled by Developer, including, but not limited to those items specified in the Act which shall include, but not limited to, the following items:

a. The original, certified copy or a photocopy of the recorded Declaration reflecting recording information and certified by the Developer, its officer or agent as being a true and complete copy of the recorded Declaration, and Articles of Incorporation, Bylaws, minutes and other corporate books, records and regulations.

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b. Resignations of officers and members of the Board of Directors elected or appointed by the Developer which are being replaced.

c. The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover.

d. Association funds or control thereof.

e. All tangible personal property that is represented by the Developer to be a part of the Common Elements of the Condominium or that is ostensibly part of the Common Elements of the Condominium or that is property of the Association, and an inventory of such property.

f. A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form that such plans and specifications represent the actual plans and specifications utilized in the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements.

g. Insurance policies.

h. Any certificate(s) of occupancy issued for the Condominium Property.

i. Any other permits issued by governmental bodies applicable to the Condominium which are currently in force or were issued within one (1) year prior to the date the Association obtained the right to elect a majority of the Board of Directors of the Association.

j. Written warranties of the Condominium contractor, subcontractors or supplies that are still effective.

k. Roster of Owners, their addresses and telephone numbers, if known, as shown on Developer's records.

l. Leases as to which Unit Owners or the Association is lessee or lessor.

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m. Employment contracts in which the Association is a contracting party.

n. Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have directly or indirectly the obligation or responsibility to pay all or part of the fees charged for services.

o. Other contracts as to which the Association is a party.

25. RIGHTS OF EXISTING LENDER. At the time of recordation of this Declaration, the Land submitted to condominium ownership herein may be subject to a mortgage in favor of Existing Lender. In the event that any Existing Lender, its successors or assigns, should foreclose its mortgage against any portion of the Condominium Property, the party acquiring title at the foreclosure sale, or the grantee in any deed in lieu of foreclosure, shall accede to all rights of the Developer set out in this Declaration and in the Bylaws, including but not limited to, the right to amend this Declaration to add additional phases and to designate the Directors for the Association for the time period set out in the Bylaws. Such party acquiring title or such grantee shall obtain title free and clear of any lien rights, claims or obligations imposed upon the Condominium Property or upon the Owner or Owners thereof at any time before such acquisition of title, by virtue of any of the following: (i) any agreement providing recreational facilities not included within the property submitted herein to condominium ownership; (ii) any agreement for management and maintenance of the Condominium Property heretofore or hereafter entered into by the Association; or (iii) Common Expenses due or payable before transfer of title to the party acquiring title. Neither the Existing Lender, any party acquiring title at the foreclosure sale, any grantee in any deed in lieu of foreclosure, nor their successors or assigns shall have any of the duties or obligations imposed on the Developer by this Declaration or any of its attachments, except to the extent that the Existing Lender or such other party shall have hereafter expressly agreed to perform such duties and obligations. This paragraph shall not be subject to amendment, except that it shall become null and void upon satisfaction of any mortgage in favor of Existing Lender(s) by payment and performance in full, as may be evidenced by the recording of a proper Satisfaction of Mortgage instrument.

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26. ADDITIONAL RIGHTS OF INSTITUTIONAL FIRST MORTGAGES

In addition to all other rights herein set forth, upon written request to the Association, Institutional Lenders having first mortgage liens upon any portion of the Condominium Property will be entitled to timely written notice of:

- a. Examine the Association's books and records during normal business hours;
- b. Receive notice of Association meetings and be permitted to designate a representative to attend all such meetings;
- c. Receive notice of an alleged default by any Owner who owns a Unit subject to a first mortgage in favor of such Institutional Lender, which is not cured within thirty (30) days of notice of such default to such Unit Owner; and
- d. Receive notice of any substantial damage or loss to any portion of the Condominium Property.
- e. Receive an annual audited financial statement of the Condominium Association within 90 days following the end of any fiscal year, and any time upon request.
- f. Receive notice of a lapse, cancellation or material modification of any insurance policy or fidelity bonds maintained by the Owner's Association.
- g. Receive notice of any proposed action that requires the consent of a specified percentage of mortgage holders.

27. SEVERABILITY AND INVALIDITY.

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the By-laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

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28. INTERPRETATION.

The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any exhibits attached hereto.

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same: i. e. Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF the Developer, FIRST SERVICE OF TITUSVILLE, INC. and THE MANSOLILLO CORPORATION d/b/a FIRST SERVICE PROPERTIES, a Florida partnership has caused these presents to be executed in its name, and their corporate seals to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST Marie J. Mansolillo  
Secretary

THE MANSOLILLO CORPORATION

Signed, sealed and delivered  
in the presence of



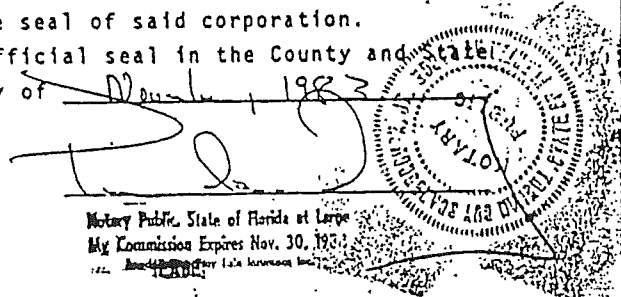
Raymond J. Mansolillo  
President

By Raymond J. Mansolillo  
President

STATE OF FLORIDA )  
                          )  
COUNTY OF BREVARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Raymond J. Mansolillo and Marie T. Mansolillo well known to me to be the President and Secretary respectively of the corporation in the foregoing instrument, and that they severally acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State of Florida last aforesaid this 8th day of December, 1983



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VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

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 $\frac{1}{4}$ , 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 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.

SUBJECT TO an easement for utility purposes as described in Official Records Book 1782 at Page 1041 of the Public Records of Brevard County, Florida.

AND ALSO, 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 at Pages through of the aforesaid Public Records:

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

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida 32796

OFF REC:

2474

EXHIBIT "A"  
1857

CLERK'S REFERENCE PAGE

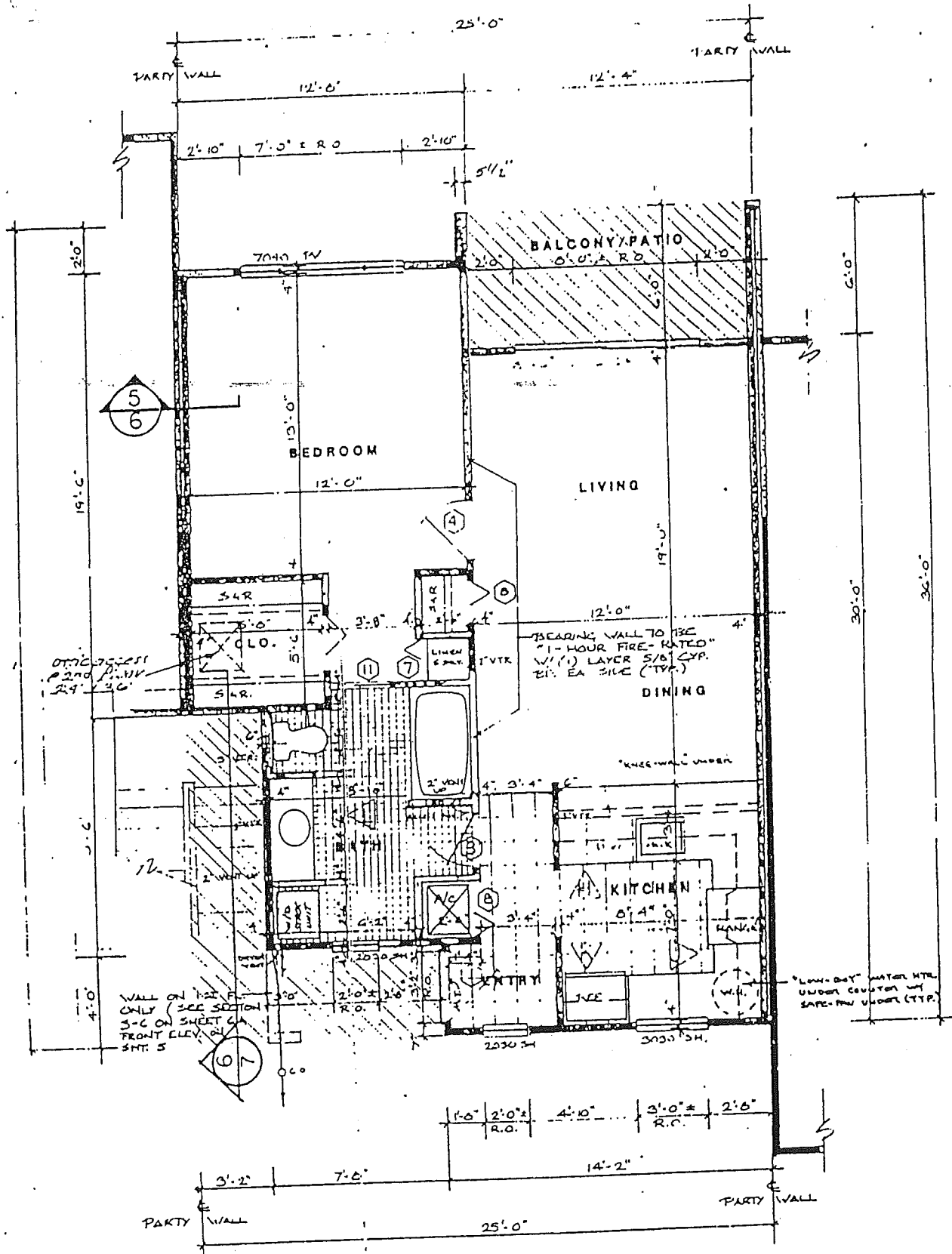
TO LOCATE THIS INSTRUMENT SEE:

Survey BOOK 5 PAGE 17

Exhibit "B"

OFF REC  
2474

(PAGE)  
1038

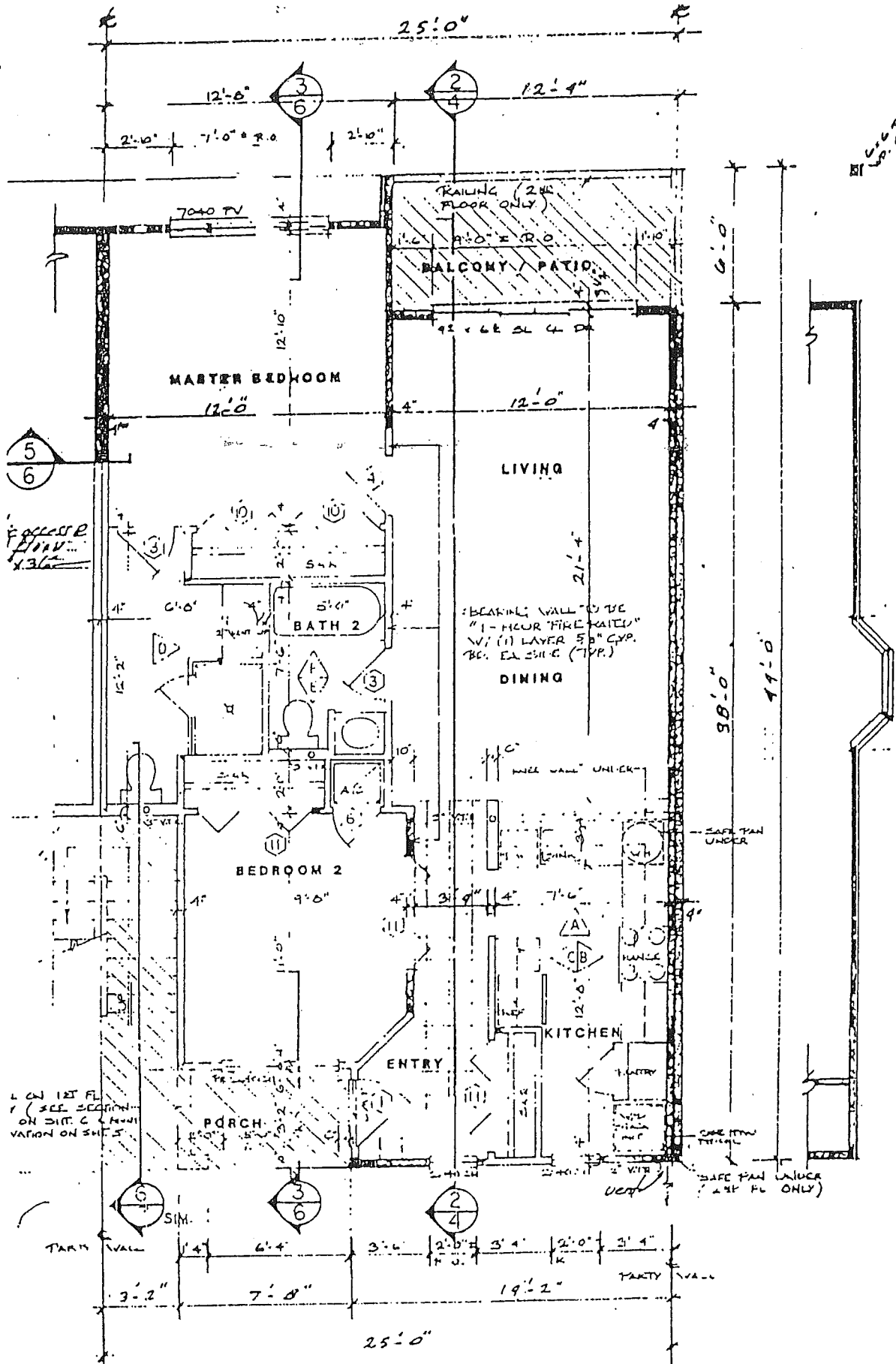


\* LIMITED COMMON AREA IS SHOWN BY CROSS-HATCHING

TYPICAL FLOOR PLAN - 1 BEDROOM UNIT

Scale: 1/4" = 1'-0"  
 (SEE REC. 2474) PAGE: 1659

EXHIBIT "C"



\* LIMITED COMMON AREA IS SHOWN BY CROSS-HATCHING.

TYPICAL FLOOR PLAN - 2 BEDROOM UNIT

Scale: 1/8" = 1'-0"

OFF REC:

2474

(PAGE)

1660

EXHIBIT "D"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

PHASE ONE

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 said Northeast  $\frac{1}{4}$  of Section 16; run thence S 2°16'26" E along the west line of said Northeast  $\frac{1}{4}$ , a distance of 165.06 feet to a point on the southerly right-of-way line of HARRISON STREET (an 80' R/W) and the Point of Beginning of the lands herein described; thence continue S 2°16'26" E along said west line, 295.05 feet; thence N 89°01'26" E, 224.95 feet; thence N 0°58'34" W, 224.80 feet to a point on the aforementioned southerly right-of-way line of HARRISON STREET, said point being on the arc of a circular curve concave north-easterly having a radius of 710.00 feet at which point the tangent bears N 77°39'47" W; thence northwesterly along said southerly right-of-way line the following two courses and distances: northwesterly along the arc of the aforesaid curve thru a Central Angle of 8°34'51", a distance of 110.83 feet to the point of reverse curvature of a circular curve concave south-westerly having a radius of 660.00 feet; northwesterly along the arc of said curve thru a Central Angle of 11°25'04", a distance of 131.52 to the Point of Beginning.

SUBJECT TO an easement for utility purposes as described in Official Records Book 1782 at Page 1037 of the Public Records of Brevard County, Florida.

AND ALSO, 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 at Pages through of the aforesaid Public Records.

BASIS OF BEARINGS: West line of the Northeast  $\frac{1}{4}$  of Section 16, Being S 2°16'26" E.

PREPARED BY:  
LOYS WARD AND COMPANY  
2801 Garden Street  
Titusville, Florida

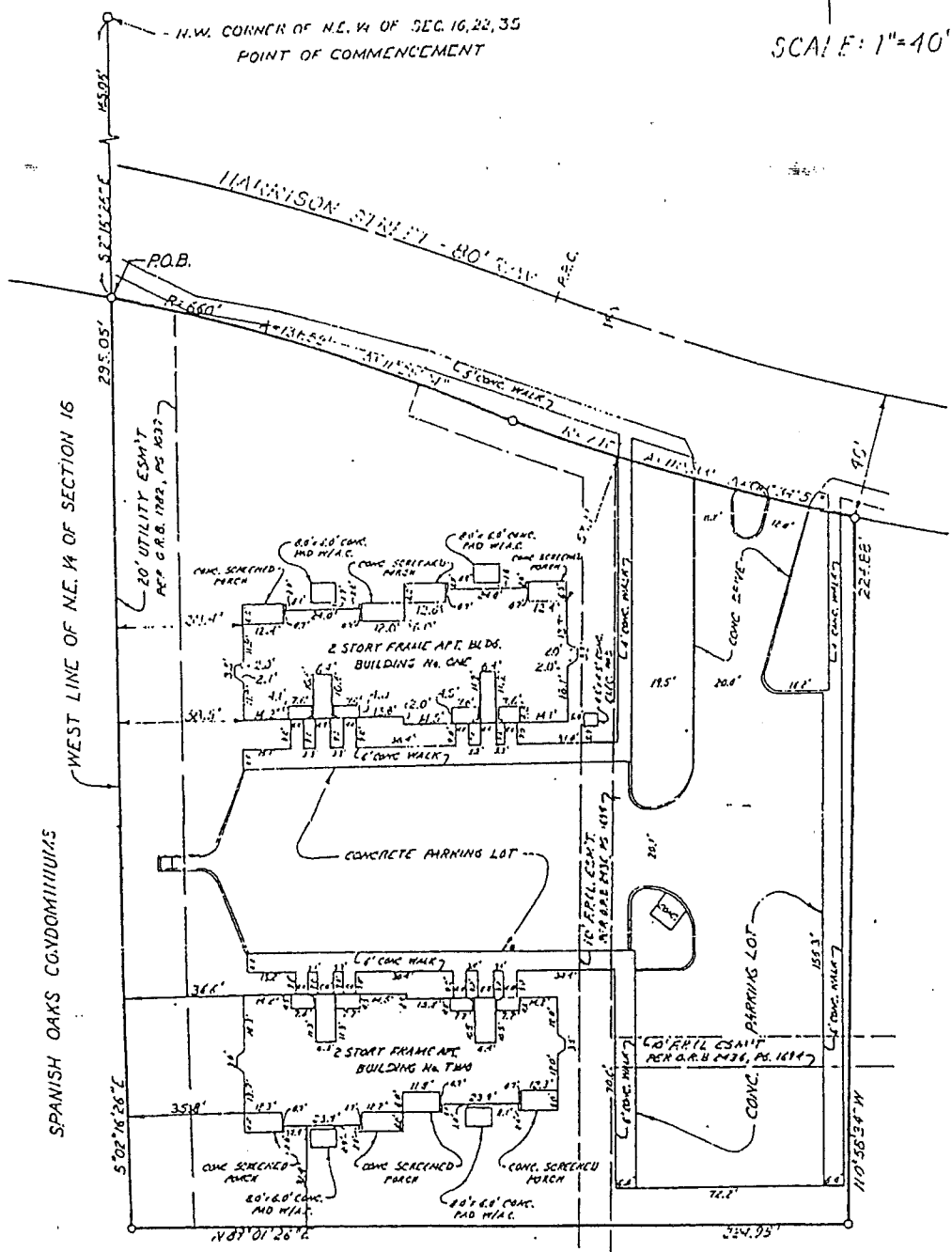
OFF. REC.  
2474

PAGE  
1661

EXHIBIT "E"  
Page 1 of 8

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

SCALE: 1"=40'  
 NORTH



WEST LINE OF N.E. 1/4 OF SECTION 16  
 SPANISH OAKS CONDOMINIUMS

PREPARED BY:  
 LOYS WARD AND COMPANY  
 2801 Garden Street  
 Titusville, Florida

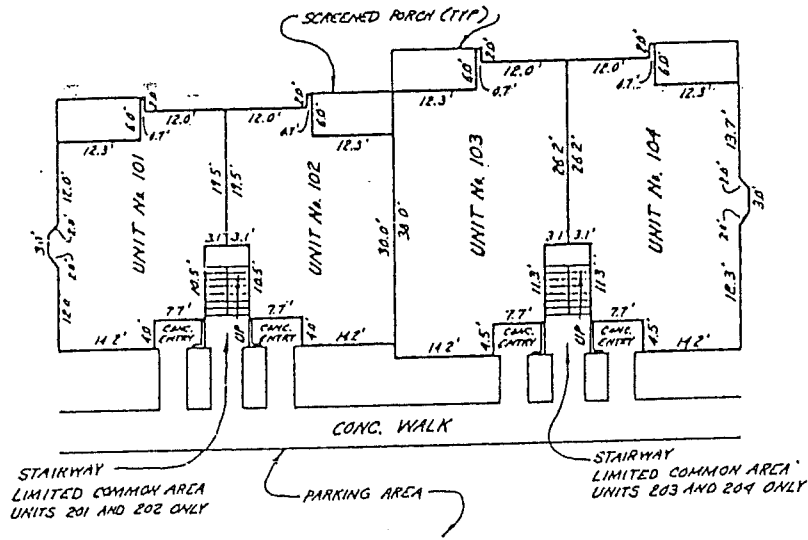
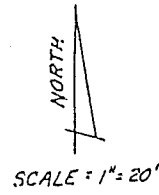
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 2474

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 1662

EXHIBIT "E"  
 Page 2 of 8



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



Finished Fl. El. = 24.30 (NGVD)  
 Ceiling El. = 32.30 (NGVD)

GROUND FLOOR PLAN - BUILDING No. ONE

PREPARED BY:  
 LOYS WARD AND COMPANY  
 2801 Garden Street  
 Titusville, Florida

OFF. REC.  
 2474

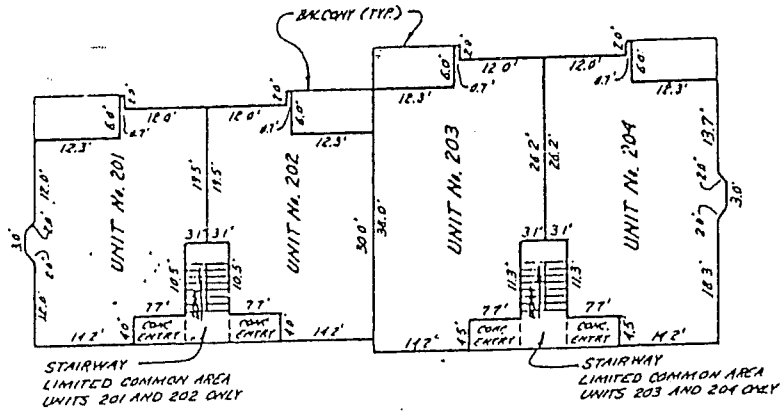
PAGE  
 1663

EXHIBIT "E"  
 Page 3 of 8

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



SCALE: 1" = 20'



Finished Fl. El. = 33.30 (NGVD)  
 Ceiling El. = 41.30 (NGVD)

SECOND FLOOR PLAN - BUILDING No. ONE

PREPARED BY:  
 LOYS WARD AND COMPANY  
 2801 Garden Street  
 Titusville, Florida

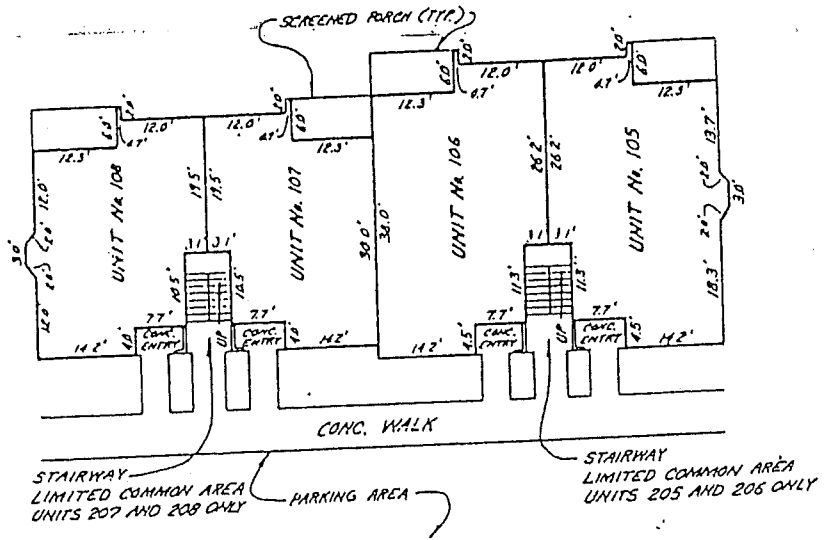
OFF. REC.  
 2474

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 1664

EXHIBIT "E"  
 Page 4 of 8

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

SCALE: 1" = 20'



Finished Fl. El. = 24.28 (NGVD)  
 Ceiling El. = 32.28 (NGVD)

GROUND FLOOR PLAN - BUILDING No. TWO

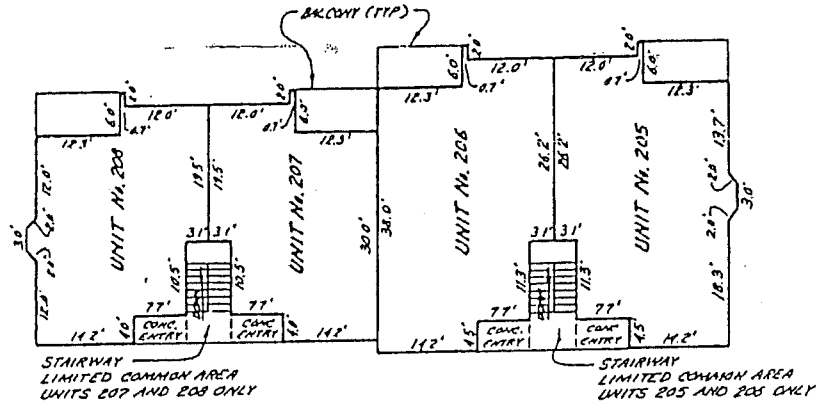
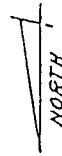
PREPARED BY:  
 LOYS WARD AND COMPANY  
 2801 Garden Street OFF. REC.  
 Titusville, Florida 2474

PAGE.  
 1665

EXHIBIT "E"  
 Page 5 of 8

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

SCALE: 1"=20'



Finished Fl. El. = 33.28 (NGVD)  
 Ceiling El. = 41.28 (NGVD)

SECOND FLOOR PLAN - BUILDING No. TWO

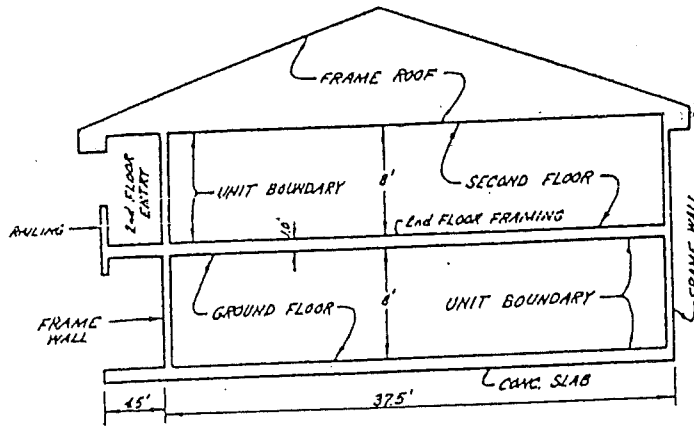
PREPARED BY:  
 LOYS WARD AND COMPANY  
 2801 Garden Street  
 Titusville, Florida

OFF: REC.  
 2474

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 1666

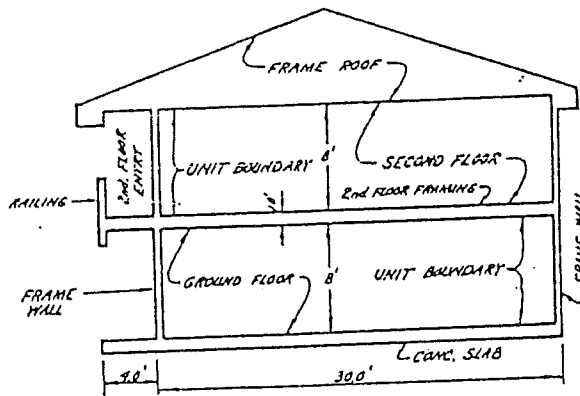
EXHIBIT "E"  
 Page 6 of 8

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



TYPICAL SECTION

UNITS 103, 104, 105, 106, 203, 204, 205, and 206  
 ( 2 BEDROOM )



TYPICAL SECTION

UNITS 101, 102, 107, 108, 201, 202, 207, and 208  
 ( 1 BEDROOM )

PREPARED BY:  
 LOYS WARD AND COMPANY  
 2801 Garden Street  
 Titusville, Florida

OFFICE REC:  
 2474

EXHIBIT "E"  
 PAGE 7 of 8  
 1667

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

PHASE ONE

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 "E", 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 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 "E" 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 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 "E", 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.

DATED:

November 29, 1983

LOYES WARD AND COMPANY

PREPARED BY:  
LOYES WARD AND COMPANY  
2801 Garden Street  
Titusville, Florida

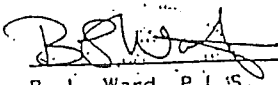
  
B. L. Ward, P.L.S.  
Fla. Reg. No. 2396

EXHIBIT "E"  
Page 8 of 8

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VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE TWO

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 $\frac{1}{4}$ , 460.11 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 222.71 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, 220.64 feet; thence S 89°01'26" W, 224.95 feet to the Point of Beginning.

SUBJECT TO an easement for utility purposes as described in Official Records Book 1782 at Page 1037 of the Public Records of Brevard County, Florida.

AND ALSO, 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.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida 32780

OFF. REC.

2474

PAGE

1669 EXHIBIT "F"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE THREE

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; run thence 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 to the Point of Beginning of the lands herein described; thence N 89°01'26" E, 144.00 feet; thence N 0°58'34" W, 116.00 feet; thence S 89°01'26" W, 67.00 feet; thence N 0°58'34" W, 155.92 feet to a point on the southerly right-of-way line of HARRISON STREET (an 80' R/W), said point being on the arc of a circular curve concave northeasterly having a radius of 740.00 feet, at which point the tangent bears N 83°43'31" W; thence northwesterly along said southerly right-of-way line and along the arc of said curve thru a Central Angle of 6°03'44", a distance of 78.29 feet; thence run S 0°58'34" E, 285.88 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.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida 32780

OFF. REC.

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EXHIBIT "C"



VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE FOUR

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 to the Point of Beginning of the lands herein described; thence continue N 88°29'45" E along said south line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , a distance of 205.01 feet; thence N 0°58'34" W, 157.73 feet; thence S 89°01'26" W, 205.00 feet; thence S 0°58'34" E, 159.62 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.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida

OFF: REC.

2474

PAGE

1671 EXHIBIT "H"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE FIVE

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 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 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.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida

OFF. REC.  
2474

.PAGE  
1672 EXHIBIT "I"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE SIX

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 $\frac{1}{4}$ , 602.82 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 210.92 feet; thence N 0°58'34" W, 159.62 feet; thence N 89°01'26" E, 228.00 feet to the Point of Beginning of the lands herein described; thence continue N 89°01'26" E, 134.00 feet; thence N 0°58'34" W, 116.00 feet; thence S 89°01'26" W, 134.00 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.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida 32780

OFF. REC:  
2474

PAGE:  
1673 EXHIBIT "J"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE SEVEN

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 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 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 424.93 feet to the Point of Beginning of the lands herein described; thence continue N 88°29'45" E along said south line, 218.01 feet; thence N 0°58'34" W, 155.73 feet; thence S 89°01'26" W, 218.00 feet; thence S 0°58'34" E, 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 1004 of the Public Records of Brevard County, Florida.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida

OFF. REC.  
2474

PAGE

1674 EXHIBIT "K"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE EIGHT

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°01'25" E, 362.00 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; 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 S 89°01'26" W along said southerly right-of-way line, 218.00 feet; thence S 0°58'34" E, 150.00 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 1594 of the Public Records of Brevard County, Florida.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida

OFF. REC.  
2474

PAGE  
1675 EXHIBIT "L"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE NINE

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 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, 446.00 feet to the Point of Beginning of the lands herein described; thence continue N 89°01'26" E, 134.00 feet; thence N 0°58'34" W, 116.00 feet; thence S 89°01'26" W, 134.00 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.

Loys Ward and Company  
2801 Garden Street OFF. REC.  
Titusville, Florida 2474

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EXHIBIT "M"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE TEN

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; run thence 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 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, 580.00 feet to the Point of Beginning of the lands herein described; thence continue N 89°01'26" E, 120.00 feet; thence N 27°40'52" E, 75.21 feet; thence N 0°42'35" W, parallel with the west right-of-way line of BARNA AVENUE (an 80' R/W), a distance of 200 feet to a point on the south right-of-way line of HARRISON STREET (an 80' R/W); thence S 89°01'26" W, along said south right-of-way line, 224.00 feet; thence S 0°58'34" E, 150.00 feet; thence N 89°01'26" E, 67.00; 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.

Loys Ward and Company  
2801 Garden Street  
Titusville, Florida

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EXHIBIT "N"

VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE ELEVEN

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 642.94 feet to the Point of Beginning of the lands herein described; thence continue N 88°29'45" E along said south line, 18.44 feet to the Southeast Corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; 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 $\frac{1}{4}$ , a distance of 16.64 feet to a point 660.00 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 258.82 feet; thence N 0°58'34" W, 138.92 feet; thence S 89°01'26" W, 277.00 feet; thence S 0°58'34" E, 155.73 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.

Loys Ward and Company  
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EXHIBIT "O"



VILLAGE SQUARE OF TITUSVILLE - A CONDOMINIUM

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PHASE TWELVE

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; run thence 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 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 258.82 feet to the Point of Beginning of the lands herein described; thence continue N 89°01'26" E, 235.12 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 S 27°40'52" W, 75.21 feet; thence S 0°58'34" E, 138.92 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.

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EXHIBIT "P"