

This instrument prepared by:

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

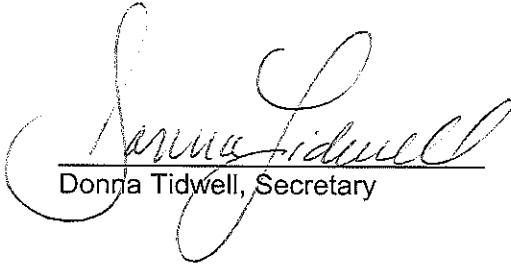
The undersigned authorities hereby certify that the attached amendments to the Declaration of Condominium Ownership of Village Square of Titusville, A Condominium ("Declaration") as originally recorded in the Public Records of Brevard County at Official Record Book 2474, Page 1606, as amended, have been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

The attached amendments were approved in accordance with Articles 2.9 and 2.15 of the By-Laws, Section 617.0701(4), Fla. Stat. and Article 22.1 of the Declaration of Condominium, as same was amended of record, by at least two-thirds (2/3) of the participating voting interests with a minimum of a majority of a voting interests required to participate, as required by said Article 22.1 of the Declaration of Condominium. Such approvals were obtained from members who executed a written consent without a meeting, accumulated between October 12, 2017 and November 9, 2017.

Witness our hands and seals this 8 day of February, 2018.

ATTEST:

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


Donna Tidwell, Secretary

By: Betty Conant
Betty Conant, President

STATE OF FLORIDA :
COUNTY OF BREVARD :

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

Witness my hand and official seal in the State and County last aforesaid, this 8th day of February, 2018.



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

Michelle Davis
(SIGN)

Michelle Davis
(PRINT)
Notary Public, State of Florida at Large

My Commission Expires: 1-21-20

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

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

* * *

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

13.1 Units.

* * *

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

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

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

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

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

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

(6) to keep and maintain his Unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within

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

(7) after twenty-four (24) hours notice, 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.

* * *

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:

* * *

17.4 **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 ~~Fruman Scarborough, Jr.~~ **a bank situated in Brevard County with trust powers** 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 and insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

* * *

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 offer or 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, **the name, address of all persons intending to occupy the unit,** 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 approve 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.

20.4 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.

20.5 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.

20.6 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.

20.7 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 Association 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.

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 Association 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.

20.9 Rental Limitations: Notwithstanding any other provision in this Declaration of Condominium to the contrary, to provide for a ready source of conventional mortgage financing while maintaining a primarily owner-occupied environment, not more than thirty (30%) percent of all Units in the Condominium may be rented or leased at any time. This amendment will apply prospectively to all new leases of Units commencing after the recording of this amendment. The Board of Directors is authorized to establish by rule a system for registering bona fide proposed leases for the purpose of ensuring that the number of leased or rented Units does not exceed the foregoing limit. Rentals or leases shall be permitted on a first-come-first-served-basis, based upon the date that a bona fide proposed rental or lease is approved by the Association and occupancy commences. Any person renting or leasing an apartment in violation of this provision shall be placed at the end of the rental list and may be denied the right to lease or rent the Unit until the occupants have completely vacated the Unit.

Renewals of existing leases shall be permitted so long as the Unit occupants remain the same and the occupancy continues without interruption. When a Unit becomes available for rental or lease the first Unit Owner on the rental list shall be notified and shall have a period not to exceed sixty days to rent or lease the Unit to a tenant approved in accordance with the provisions of this Article, with occupancy to commence within fifteen days after approval, failing which the right to rent or lease shall fall to the next Unit Owner on the rental list.

From and after the date of which this amendment is recorded, which shall be its effective date, as to any new lease or rental entered into after such date, (which shall exclude renewals of existing leases) no Unit may be rented or leased until and unless the owner of the Unit shall have first occupied the Unit for one year prior to renting or leasing the Unit.

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Prepared by: Paul L. Wean
Date: August 23, 2017