

Prepared by and return to:
CHARLES L. ELDREDGE, Jr., ESQ.
Larsen & Associates, P.A.
300 S. Orange Ave, Suite 1200
Orlando, FL 32801
(407) 841-6555

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
TOWN CENTER CONDOMINIUM**

WHEREAS, that certain Declaration of Condominium of Town Center Condominium (hereinafter the "Declaration") is recorded at Official Records Book 2607, Page 921, Public Records of Osceola County, Florida, and amended at Official Records Book 2736, Page 1003, Public Records of Osceola County, Florida; and

WHEREAS, the Owners of the Town Center Condominium Association, Inc. desire to make amendments to the Declaration; and

WHEREAS, Section 18.1 of the Declaration states that the Declaration may be amended by Owners of at least seventy-five percent (75%) of the Units which are represented in person or by proxy at any meeting at which a quorum is present; and

WHEREAS, the necessary votes were obtained from the Owners to amend the Declaration.

NOW, THEREFORE, the Town Center Condominium Association, Inc., hereby amends the Declaration and declares that the property subject Declaration shall be held, sold, occupied and conveyed subject to the Declaration as amended hereby:

1. Section 10.1. of the Declaration of Condominium for Town Center Condominium is deleted in its entirety and is replaced with the following:

Section 10.1. Use of Units. The intent of this provision is to bring the permitted use of Units in The Town Center Condominium into conformity with The Celebration Residential Association Charter. Use restrictions for units in Town Center are subject to and governed by The Celebration Charter Chapter 7.1 and Exhibit C "The Rules," as may be amended, unless specified otherwise in this Declaration. Approvals where necessary shall come from the CROA Board of Directors. Both the Town Center Condominium Board of Directors and the CROA Board of Directors are empowered to enforce these restrictions.

2. Section 10.5. of the Declaration of Condominium for Town Center Condominium is amended as follows:

Section 10.5. Leasing. A Unit Owner intending to make a bona fide lease or renewal of a lease of a Unit shall give to the Condominium Association written notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Condominium Association may reasonably require, and a copy of the

DELETION INDICATED BY STRIKE-OUT, NEW TEXT INDICATED BY UNDERLINE.

proposed lease. The intended lessee shall pay for and authorize a credit report and background check from a credit agency approved by the Condominium Association. If the credit report and/or background check are not reasonably acceptable to the Condominium Association, the Condominium Association will give notice thereof to the applicable Unit Owner no later than ten (10) days after the receipt by Condominium Association of said reports, in which case the Unit Owner will not lease the Unit to the intended lessee.

All leases shall be on forms approved in writing by the Condominium Association and shall provide that the Condominium Association shall have the right to immediately terminate the lease and evict the tenant upon default by the tenant in observing any of the provisions of this Condominium Declaration, the Articles of Incorporation and Bylaws of the Condominium Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. No portion of a Unit (other than an entire Unit) may be rented. No rooms may be rented and no transient tenants may be accommodated. No Units may be leased for periods of less than twelve (12) consecutive months. Tenants may not sublease a Unit. ~~Unit Owners wishing to lease their Units shall be required to place in escrow with the Condominium Association an amount equal to the lesser of (i) the sum of \$1,000, or (ii) an amount equal to one (1) month's rent under each such lease, which may be used by the Condominium Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Condominium Association). The Unit Owner and the tenant will be jointly and severally liable to the Condominium Association for any amount in excess of such sum which is required by the Condominium Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$100 to reimburse the Condominium Association for costs incurred in reviewing the Lease, shall be returned to the Unit Owner within thirty (30) days after the Unit Owner notifies the Condominium Association in writing that the tenant has permanently vacated the Unit (which written notification must contain a request for the return of such money).~~

3. Section 10.6. of the Declaration of Condominium for Town Center Condominium is amended as follows:

Section 10.6. Pets. No animal will be housed in a unit of the condominium without prior written consent of the Board of Directors of the Condominium Association except: small caged bird or tropical fish in a small fish tank, a maximum of 2 dogs or cats (or combination thereof not exceeding 2 animals) not weighing more than a total of 30 pounds combined. ~~No animals of any kind shall be kept in a Unit or allowed upon the Condominium Property except by prior written consent of the Board of Directors of the Condominium Association (except a small caged bird or tropical fish in a small fish tank which will not require the consent of the Condominium Association).~~ Any consent shall apply only to that certain pet which is described in such written consent and shall automatically expire upon the death or other disposition of the pet ~~(unless such pet is replaced with another animal of the same breed and size).~~ Moreover, any such written consent granted by the Board of Directors may order the removal of any pet, whether previously approved or not, be revoked by the Board of Directors after a showing of good and sufficient cause. Unit Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to persons or property resulting there from. Unit Owners shall not allow their pets to create a nuisance or disruptive noise. Pets shall not be permitted on the Common Elements except for purposes of ingress to and egress from the Units. Unit

Owners must promptly pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed at all times when outside a Unit. Violation of the provisions of this paragraph shall entitle the Condominium Association to all of its rights and remedies provided herein, including the right to fine Unit Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

4. ARTICLE 11. of the Declaration of Condominium for Town Center Condominium is Amended as follows:

**ARTICLE 11.
MAINTENANCE OF COMMUNITY INTERESTS**

In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to Units by any Owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner, by acceptance of a deed or other evidence of title to a Unit, covenants to observe:

~~Section 11.1. Transfers Subject to Approval.~~

~~(a) Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without the written approval of the Condominium Association.~~

~~(b) Gift; Other Transfers. If any Unit Owner proposes to transfer his title by gift or in any manner other than by sale, the proposed transfer shall be subject to the written approval of the Condominium Association.~~

~~Section 11.2. Approval by Condominium Association. The approval of the Condominium Association which is required for the transfer of Units or any interest therein shall be obtained in the following manner:~~

~~(a) Notice to Condominium Association.~~

~~(i) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Condominium Association written notice of such intention, in forms approved by the Condominium Association, together with the name and address of the intended purchaser, a copy of the proposed purchase contract and such other information concerning the intended purchaser as the Condominium Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Condominium Association purchase the Unit or 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.~~

~~(ii) Gift; Other Transfers. A Unit Owner who proposes to transfer his title by gift or in any manner other than by sale or lease (including a transfer by the estate of a deceased Unit Owner), shall give to the Condominium Association written notice in a form approved by the Condominium Association of the proposed transfer of his title, together with such information concerning the transferee as the Condominium Association may reasonably require, and a copy of all instruments to be used in transferring title.~~

~~(iii) Failure to Give Notice. If written notice to the Condominium 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 Condominium Association at its election and without notice may approve or disapprove the transaction or ownership. If the Condominium Association disapproves the transaction or ownership, the Condominium Association shall proceed as if it had received the required notice on the date of such disapproval.~~

~~(iv) Condominium Association Response. Within twenty (20) days after receipt of such notice and information, the Condominium Association must either approve or disapprove the proposed transfer of title of the Unit in writing, whether by sale, gift or other transfer. If the Condominium Association fails to respond within such twenty (20) day period, the transfer shall be deemed approved.~~

~~(b) Approval.~~

~~(i) Sale. If a proposed sale is approved, the approval shall be stated in a certificate executed by the proper officers (or designated agents) of the Condominium Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of the County.~~

~~(ii) Gift. Other Transfers. If a proposed gift or other transfer is approved, the approval shall be stated in a certificate executed by the proper officers of the Condominium Association in recordable form and shall be delivered to the transferee and shall be recorded in the Public Records of the County.~~

~~(iii) Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Unit being approved by the Condominium Association. Any change in the primary occupant of the Unit shall be deemed a change of ownership subject to Condominium Association approval pursuant to this Section.~~

~~(c) Disapproval.~~

~~(i) Sale. If a proposed sale is disapproved, the Condominium Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Condominium Association, or by a purchaser approved by the Condominium Association, to whom the Unit Owner must sell the Unit, upon the following terms:~~

~~(A) — The price to be paid by the purchaser or the Condominium Association, as the case may be, shall be that stated in the disapproved contract to sell, however such price may not exceed the fair market value of the Unit, with all financial terms of the proposed agreement considered. In the event that the Unit Owner and the Condominium Association cannot agree upon the fair market value of the Unit, such value shall be determined by an MAI certified appraiser (the cost of which shall be shared equally by the Unit Owner and the Condominium Association) mutually selected by the Unit Owner and the~~

~~Condominium Association and, if such parties cannot agree upon such an appraiser within five (5) days after delivery of the agreement to the Condominium Association, then an appraiser chosen by the Condominium Association shall determine the fair market value.~~

~~(B) The purchase price shall be paid in the same manner stated in the disapproved contract, or cash, at the option of the purchaser or the Condominium Association, as the case may be.~~

~~(C) The sale shall be closed on the same date stated in the disapproved contract, or within thirty (30) days after the delivery or mailing of said agreement to purchase, at the option of the purchaser or the Condominium Association, as the case may be.~~

~~(D) If the Condominium Association shall fail to purchase or to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Condominium Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Condominium Association shall furnish a certificate of approval as elsewhere provided.~~

~~(ii) Gift; Other Transfers. If a proposed gift or other transfer is disapproved, the Condominium Association shall deliver or mail by certified mail to the Unit Owner either (a) written notice of the terms and conditions upon which the transfer will be approved, or (b) an agreement to purchase the Condominium by the Condominium Association, or by a purchaser approved by the Condominium Association, to whom the Unit shall be sold upon the terms set forth in Sections 11.2(e)(i)(A)-(D) of this Condominium Declaration assuming, for purposes hereof, that there is no "disapproved contract."~~

~~Section 11.3. Mortgage. No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Condominium Association except to an Institutional First Mortgagee. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to reasonable conditions imposed by the Condominium Association.~~

~~Section 11.4. Exceptions. The foregoing provisions of this Article 11 shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the 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 its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Furthermore, such provisions shall not require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Article 11 shall not apply to sales, mortgages, or other similar conveyances by Developer. Finally, the provisions of this Article 11 are subject to the repurchase right in favor of Developer contained in the Special Warranty Deed conveying title from Developer (i.e., the provisions of this Article 11 shall not apply in the event the Developer exercises such right or, in the event such right expires or Developer waives same, the time periods described in this Article 11 shall not begin to toll until such expiration or waiver).~~

~~Section 11.5. Unauthorized Transactions. Any sale, mortgage or transfer which is not authorized pursuant to the terms of this Condominium Declaration shall be void unless subsequently approved by the Condominium Association in the manner set forth herein.~~

5. Section 18.5 of the Declaration of Condominium for Town Center Condominium is added as follows:

Section 18.5. Restatement by Board of Directors. The Board of Directors shall have the authority to adopt a complete restatement of the Association's governing documents, including, but not limited to, this Declaration, Articles of Incorporation, By-Laws and Rules and Regulations of the Association and any and all other attached Exhibits to the Declaration for the purpose of creating a more comprehensively organized document for the public records. Said restated document, once recorded, shall be considered the official governing documents of the community. Said restatement shall not amend or otherwise include substantive changes to the governing documents.

IN WITNESS WHEREOF, the undersigned being the Town Center Condominium Association, Inc. has set its hand and seal as of this 21st day of MAY, 2010.

Town Center Condominium Association, Inc., a Florida not for profit corporation.

By: [Signature]
Print Name: CHARLES ELDREDGE, JR
President
800 Celebration Avenue
Suite 224
Celebration, FL 34747

[Signature]
Witness Signature
Print Name: Paula Taves
[Signature]
Witness Signature
Print Name: Wanda K. Cox

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me this 21st day of MAY 2010, by CHARLES ELDREDGE as President of the Town Center Condominium Association, Inc., who:

- is personally known to me
- produced a Florida Driver's License as identification
- produced _____ as identification; and did not take an oath.

Notary Signature: [Signature]

Stamp or Seal



MICHELLE GREENIDGE
MY COMMISSION # DD 725690
EXPIRES: October 17, 2011
Bonded Thru Budget Notary Services

Charles L. Eldredge, Jr.

904 Westpark Drive
Celebration, Fl 34747

E-mail: charlie@charlieeldredge.com

Home: (407) 566-9365
Mobile: (407) 973-9253
Fax: (407) 566-9372

November 20, 2010

Timothy Swisher, CMCA
Town Center Condominium
800 Celebration Avenue, Ste 224
Celebration, FL 34747

Hi Tim:

Here is the original of the Amendment. This needs to go into the official documents of the condominium.

Sincerely

A handwritten signature in cursive script, appearing to read "Charles", written in black ink.