

3

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Brevard County  
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Prepared by, record and return to:  
Seth D. Chipman, Esquire  
96 Willard St., Suite 204  
Cocoa, FL 32922

**CERTIFICATE OF AMENDMENT TO DECLARATION OF  
TREETOP VILLAGE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 718, Florida Statutes, and the provisions of the Declaration of TREETOP VILLAGE CONDOMINIUM ASSOCIATION, INC. ("Association"), which Association is responsible for the management and operation of TREETOP VILLAGE CONDOMINIUM, a Condominium, according to the Declaration thereof, as originally recorded in Official Record Book 2683, Page 1538, and all amendments thereto, of the Public Records of Brevard County, Florida; and pursuant to a vote of approval as set forth in the Declaration, the Declaration is amended as follows:

**1. Section 2, Paragraphs A and F of the Declaration are amended as follows:**

- A. "Act" means and refers to the Condominium Act of the State of Florida ~~in effect on the date of recordation of this Declaration of Condominium as it may be amended from time to time.~~
- F. "Condominium Documents" means this Declaration and all Exhibits attached hereto, as same, from time to time, may be amended, and all provisions of Chapter 718, Florida Statutes, as it may be amended from time to time, which are incorporated herein be reference.

**2. Section 18 of the Declaration is amended in entirety to provide as follows:**

**CONVEYANCE, SALES, RENTALS, LEASES AND TRANSFERS**

At least fourteen (14) days prior to the leasing of any unit governed by the Association, the owner of the unit shall submit to the Association for approval a written lease, providing the names, addresses, and telephone numbers of the landlord / owner, and each person that will be occupying the unit under the lease, and containing a provision providing that the tenant is aware of the regulations of Treetop Village Condominium. It shall be the landlord's / member's responsibility to ensure that the tenant and all occupants residing in a unit under a lease, are aware of all regulations applicable to Treetop Village Condominium, including the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and all amendments made thereto from time to time.

Subleasing of units and assignment of leases are prohibited without the approval from the Association. Transient rentals and timesharing agreements are prohibited, nor shall any lease of a unit release or discharge the owner of said unit from compliance with any of its obligations and duties as a unit owner. No unit shall be leased more than two (2) times in any twelve (12) month period, irrespective of the identity of the record owner of the unit. No lease shall be for a term of less than ninety (90) days. Owners are prohibited from leasing their unit to any person who has been classified as a sexual predator, convicted of a sex-related crime or a crime against children, a crime involving violence, including but not limited to domestic violence, a crime involving drugs, or a crime involving weapons. Members / landlords shall provide the Association with copies of background checks of prospective tenants. The Association reserves the right to reject a lease based on the background check, including but not limited to the lack of or insufficiency of a background check of a prospective tenant. The Association may at its discretion, charge a transfer fee in conjunction with screening prospective tenants that in no event shall exceed \$100.00 per applicant. An applicant shall be defined as each person included in the lease that is over the age of sixteen (16) years of age.

**3. Section 29 of the Declaration is amended to provide as follows:**

**PETS**

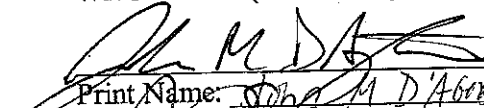
Only ~~one~~ No more than two (2) common domestic ~~pet~~ pets shall be kept on the Condominium Property or within any Condominium Unit. A "common domestic pet" shall be defined to include exclusively, dogs, cats, fish, and birds, provided that they are not kept, bred, or maintained for a commercial use except as may be specifically provided for and authorized by the rules and regulations of the Association as they may from time to time be adopted or amended. However, the Developer specifically reserves the right, in its sole discretion, to allow initial purchasers of Units who own more than one pet to keep said pets provided that such purchasers do not acquire any other pets after conveyance of the subject Unit. No pet or animal that weighs more than 25 pounds at maturity or that would create a nuisance to any other Unit Owner or occupant shall be maintained or harbored on the Condominium Property or within a Condominium Unit. Attributes constituting a nuisance, shall include but not be limited to, Pets making excessive noise, or pets engaging in aggressive or any type of disturbing behavior towards humans or other animals. Sick pets are prohibited from entering the common areas. All dogs and cats shall be kept on a leash with the owner in the dog's or cat's immediate presence when outside of a condominium unit. Cats are prohibited from roaming the condominium property. Pets shall not be left unattended outside of a condominium unit. Pet owners are required to promptly cleanup animal waste, and dispose of the animal waste in the pet owner's own private trash receptacle. Pets, with the exception of animals deemed to be service animals, are prohibited from entering the pool area. Pets existing on the condominium property or within individual units shall be subject to all condominium regulations as amended from time to time. In the event of any dispute between the Association and an occupant, concerning the maintenance of a pet, the prevailing party shall be entitled to recoup reasonable attorney's fees and costs, including matters involving fair housing or Americans with Disability matters, irrespective of whether an action has been filed, and irrespective of the identity of the claimant. A


determination by the Board of Directors that a pet or animal maintained or harbored within a Condominium Unit creates a nuisance shall be conclusive and binding upon all unit owners.

**CERTIFICATE OF ASSOCIATION**

The undersigned, as President of TREETOP VILLAGE CONDOMINIUM ASSOCIATION, INC., hereby certifies the foregoing Amendments to the Declaration were adopted by the membership of the Association, in the manner provided in the Declaration at a duly called meeting held on October 26, 2015.

WITNESSES (TWO REQUIRED)

  
Print Name: John M. D'Agostino

  
Print Name: Nicole E. Wise

TREETOP VILLAGE CONDOMINIUM ASSOCIATION, INC.  
By: Robert J. Pinizzotto, Secretary  
Address: 7 BENT TREE TRAIL SOUTHAMPTON NJ 08088

IN WITNESS WHEREOF, the Association has caused this instrument to be executed on the date set forth below.

STATE OF New Jersey  
COUNTY OF Atlantic

The foregoing instrument was acknowledged before me this 16 day of December 2015, by Robert J. Pinizzotto, Secretary of TREETOP VILLAGE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation who produced his New Jersey Drivers License as identification and did not take an oath.

  
NOTARY PUBLIC, State of ~~Florida~~ New Jersey at Large

My Commission Expires:  
July 7, 2016

