

This instrument prepared by and should)
be returned to:)

)
Robyn Marie Severs, Esquire)
Becker)
100 Whetstone Place, Suite 302)
St. Augustine, FL 32086)
(904) 423-5372)

)
Cross-reference Official Records Book)
2409, Page 987; and as amended at Book)
2449, Page 302; Book 2459, Page 1839;)
Book 2487, Page 752; Book 2629, Page)
378; Book 2638, Page 1810; Book 2706,)
Page 665; Book 2910, Page 1450; Book)
2912, Page 769; Book 2945, Page 268;)
Book 3072, Page 770; Book 3221, Page)
1831; Book 3222, Page 875; Book 3284,)
Page 208; Book 3513, Page 908; 3552,)
Page 233; Book 3714, Page 821; and)
Book 5448, Page 71; all of the Public)
Records of Volusia County, Florida.)

**CERTIFICATE OF EIGHTEENTH AMENDMENT TO THE DECLARATION OF
CONDOMINIUM ESTABLISHING BRANDYWINE VILLAGE, A CONDOMINIUM**

THIS IS TO CERTIFY that the following language amending Sections 11.1 and 24.1 of the Declaration of Condominium Establishing Brandywine Village, a Condominium (“Declaration”), constitutes the Eighteenth Amendment to the Declaration. The Declaration was originally recorded in Official Records Book 2409, Page 0987, and was amended Official Records Book 2449, Page 1302; Book 2459, Page 1839; Book 2487, Page 0752; Book 2629, Page 0378; Book 2638, Page 1810; Book 2706, Page 0665; Book 2910, Page 1450; Book 2912, Page 0769; Book 2945, Page 0268; Book 3072, Page 0770; Book 3221, Page 1831; Book 3222, Page 0875; Book 3284, Page 0208; Book 3513, Page 0908; Book 3552, Page 0233; Book 3714, Page 0821 and; Book 5448, Page 71; all of the Public Records of Volusia County, Florida.

This amendment was duly and properly adopted, pursuant to Sections 16.1 to 16.4 of the Declaration by not less than a majority of the entire membership of the Board of Directors and by not less than three-fourths of the members of the Association, at the annual meeting and Board meeting on February 18, 2020.

*Additions to text indicated by **bold underline**; deletions by ~~strikeout~~.

1. Section 11.1, Use Restrictions, of the Declaration of Declaration of Condominium Establishing Brandywine Village, A Condominium, shall be amended as follows:

A. Use of Units; **Occupancy.** Except as provided elsewhere herein, each of the individual units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. Except as hereinbefore reserved to Developer, no Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred. **“Single Family” means one (1) natural Person, a group of two (2) or more natural persons who customarily reside together as a Single Family housekeeping unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two (2) persons not so related, who customarily reside together as a single housekeeping unit. No more than two (2) persons per bedroom plus one (1) may reside in a Unit.**

2. Section 11.1, Use Restrictions, of the Declaration of Declaration of Condominium Establishing Brandywine Village, A Condominium, shall be amended by adding a new paragraph L, as follows:

L. Guest Occupancy. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. Any person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a guest, and shall be considered a tenant subject to the approval requirements of 24.1. The Association must be notified of any guest occupying a Unit longer than ten (10) days.

3. The Declaration of Condominium Establishing Brandywine Village, A Condominium, shall be amended by adding a new Section 24.1, as follows:

24.1 Leasing. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term “leasing” and “renting” are used interchangeably in this Declaration. The term “Tenant” and “Lessee” are likewise used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his Unit, he shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed residents, and such other information as the Association may reasonably require. Any person occupying the Unit as a resident after initial approval shall be subject to a separate application and approval process. The Association has fifteen (15)

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days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Resident. The Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum twelve (12) months. Leases may be extended or renewed, subject to Board approval. No Unit Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including, but not limited to, television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less than the minimum period of twelve (12) months.

A. Board Right of Approval. The Board has the authority to approve or disapprove all leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. The Board can waive its right to approve or disapprove any renewal or extension of a lease if the Tenant and Unit Owner: (1) is current in all assessments, fines and other monetary obligations due to the Association; (2) is in compliance with all of the Association's Governing Documents (as that term is defined below); and (3) does not have a history of violating the Association's Governing Documents. No person may occupy a Unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board. The Board has the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed residents as the Board deems appropriate under the circumstances. The Association has the authority to promulgate rules and regulations regarding the approval procedure.

B. Tenant Conduct, Remedies. All leases shall be deemed to provide that the tenants have read and agreed to be bound by the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Governing Documents"). All leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a tenant fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring his tenant's conduct into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Governing

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Documents, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Governing Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses. Owners are responsible for addressing any violation of the Governing Documents engaged in by their lessees and may be held responsible for any such violation. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

Executed in Volusia County, Florida, on this the 17th day of MARCH, 2020.

Signed, sealed and delivered in the

**BRANDYWINE VILLAGE
CONDOMINIUM ASSOCIATION, INC.,**
a Florida corporation not for profit

Presences of:

[Signature]
Signature
Christopher D Mills
Printed Name

By: Holly Rabits, President
Holly Rabits, President
LISA H. RABITS, President

[Signature]
Signature
Lily Mikovitch
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3-17-2020 (date) by Holly Rabits who is personally known to me or who has produced FLDL (type of identification)(If left blank the affiant is personally known by me) as identification and known to be the President of Brandywine Village Condominium Association, Inc., a Florida non-profit corporation, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated.

WITNESS my hand and official seal this 17th day of MARCH, 2020.

[Signature]
NOTARY PUBLIC Ronald Perrick
My Commission Expires: 11-3-2022

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