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 JOEL S. MOSS
 Attorney at Law
 47 W. New Haven Ave., Suite 200
 Melbourne, FL 32901

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

FOR
PARKSIDE PLACE

PARKSIDE PLACE, INC., a Florida corporation, hereinafter referred to as "DECLARANT", files this Amendment to Declaration of Covenants and Restrictions for Parkside Place.

WHEREAS, on February 25, 1986, DECLARANT caused Declaration of Covenants and Restrictions to be filed in Official Records Book 2676, Page 0268, of the Public Records of Brevard County, Florida, which said Covenants and Restrictions controlled the use of the property described in said Declaration; and

WHEREAS, said Declaration does provide in Paragraph 13, that so long as DECLARANT owns any portion of the subject property, DECLARANT may amend said Declaration without consent of the Parkside Place Homeowners Association, Inc., hereinafter referred to as "the ASSOCIATION", or any owner.

WHEREAS, DECLARANT, a present owner of a portion of the subject property, desires to amend the Declaration for the benefit and welfare of all owners of the ASSOCIATION.

NOW, THEREFORE, DECLARANT amends the Declaration of Covenants and Restrictions of the ASSOCIATION as follows:

1. DEFINITIONS. shall be amended by adding the following:

1.07.1 LIMITED COMMON AREA.

That area, within the subject property which is limited to the exclusive use by specific UNIT owners now or hereafter owned by the ASSOCIATION or which is declared to be a LIMITED COMMON AREA by this DECLARATION.

A typical illustration of LIMITED

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COMMON AREA of an INTERNAL UNIT is attached as Exhibit A.

LIMITED COMMON AREAS may include, but are not limited to the following:

FRONT LIMITED COMMON AREA.

That area of each INTERNAL UNIT bounded on each side by an imaginary line extended from the center line of each side PARTY WALL of the UNIT to the inside edge of the road curb.

BACK LIMITED COMMON AREA.

That area behind each INTERNAL UNIT bounded on each side by an imaginary line extended from the center line of each side PARTY WALL of the UNIT, extending no more than twenty (20) feet from the original outside edge of the exterior back wall of the UNIT or ten (10) feet from the outside edge of any enclosed concrete patio area.

SIDE LIMITED COMMON AREA.

That area on the external side of each END UNIT located by an imaginary line set at the widest part of the UNIT plus eight (8) feet from the outside edge of the exterior wall, not including any exterior appendages and parallel to the PARTY WALL of said UNIT. Said Side Area shall extend from the front line of the FRONT LIMITED COMMON AREA to the rear line of the BACK LIMITED COMMON AREA.

A typical illustration of SIDE LIMITED COMMON AREA of an END UNIT is attached as Exhibit B.

1.18 INTERNAL UNIT.

A typical UNIT which is bounded on both

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[REDACTED]

sides by another UNIT.

1.19 END UNIT.

A typical UNIT which is bound by no more than one UNIT.

1.20 PARTY WALL.

That wall which exists between and is common to two existing UNITS. Said PARTY WALL acts as a dividing line between those existing UNITS.

4.05 ENCROACHMENTS. shall be amended to add the

following:

No change or improvement on any portion of the LIMITED COMMON AREA will, at any time, be allowed to block or impede access to any Unit.

5. MAINTENANCE OF THE SUBJECT PROPERTY. shall be amended to add the following:

5.02.1 MAINTENANCE OF LIMITED COMMON AREA.

Each UNIT owner shall enjoy exclusive use over the LIMITED COMMON AREA associated with his UNIT. Each UNIT owner is responsible for the maintenance in good condition of all exterior improvements, lawn furniture, etc., which must be kept in good condition or same may be removed by the ASSOCIATION, at owner's expense, following failure to remove or repair to good condition within fifteen (15) days after written notice.

The ASSOCIATION shall be responsible for the maintenance and care of all landscaping and sprinkler systems as provided by DECLARANT per section 5.01.2, and 5.01.3.

5.02.2 LIMITED COMMON AREA OR IMPROVEMENTS.

Any improvement in any LIMITED COMMON AREA, which is common to more than one Unit will be enjoyed equally by each associated owner in its entirety. No change will be made to the improvement or LIMITED COMMON AREA without the express written consent by both owners being on record with the ASSOCIATION, unless the change is made by the DECLARANT or ASSOCIATION. Any repair or replacement expense will be shared equally by both owners.

8. USE RESTRICTIONS. shall be amended to add the following:

8.21.1 PLANTS.

No plants may be removed from or added to any COMMON AREA and/or LIMITED COMMON AREA for any reason, without prior written consent of the ASSOCIATION.

8.22.1 OWNER TO OBTAIN APPROVAL. shall be amended by adding the following:

Any improvement within the LIMITED COMMON AREA or to the exterior of the UNIT, other than that provided by the DECLARANT is expressly prohibited without prior written consent of the ASSOCIATION. The ASSOCIATION may, at its discretion remove any improvement not receiving prior written consent or repair, and maintain any improvement not in first class condition and, at the ASSOCIATION option, charge the UNIT owner for such repair, maintenance, or removal.

8.26 INSPECTION.

The Board of Directors or its

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representative will have the right to inspect any portion of a UNIT'S LIMITED COMMON AREA.

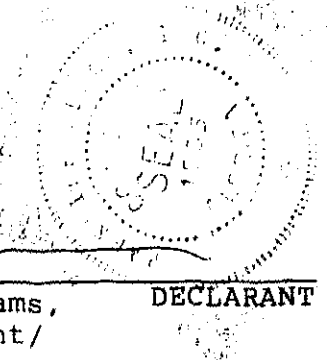
IN WITNESS WHEREOF, the DECLARANT has hereunto set his hand and seal this 4th day of November, 1987.

Signed, sealed and delivered in the presence of:

PARKSIDE PLACE, INC.

Cheryl A. Sampson
Laura H. Segura

David T. McWilliams DECLARANT
President/
Secretary



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STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared David T. McWilliams and Laura H. Segura, as President and Secretary, respectively of PARKSIDE PLACE, INC., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed same for the purpose therein expressed under the authority of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 4th day of November, 1987.

Laura H. Segura
Notary Public

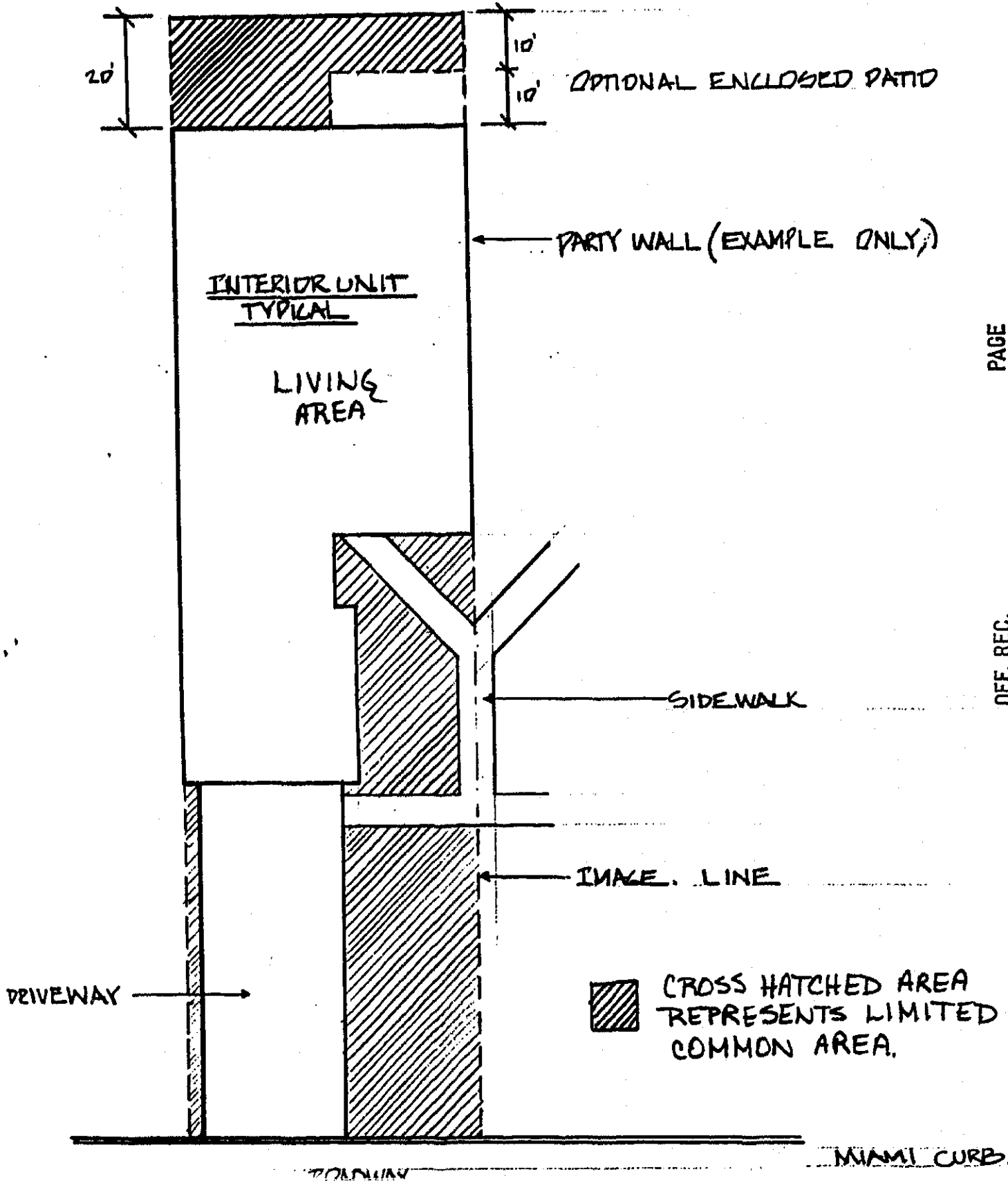
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 3, 1990
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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EXHIBIT "A"

ILLUSTRATION ONLY
NOT TO SCALE

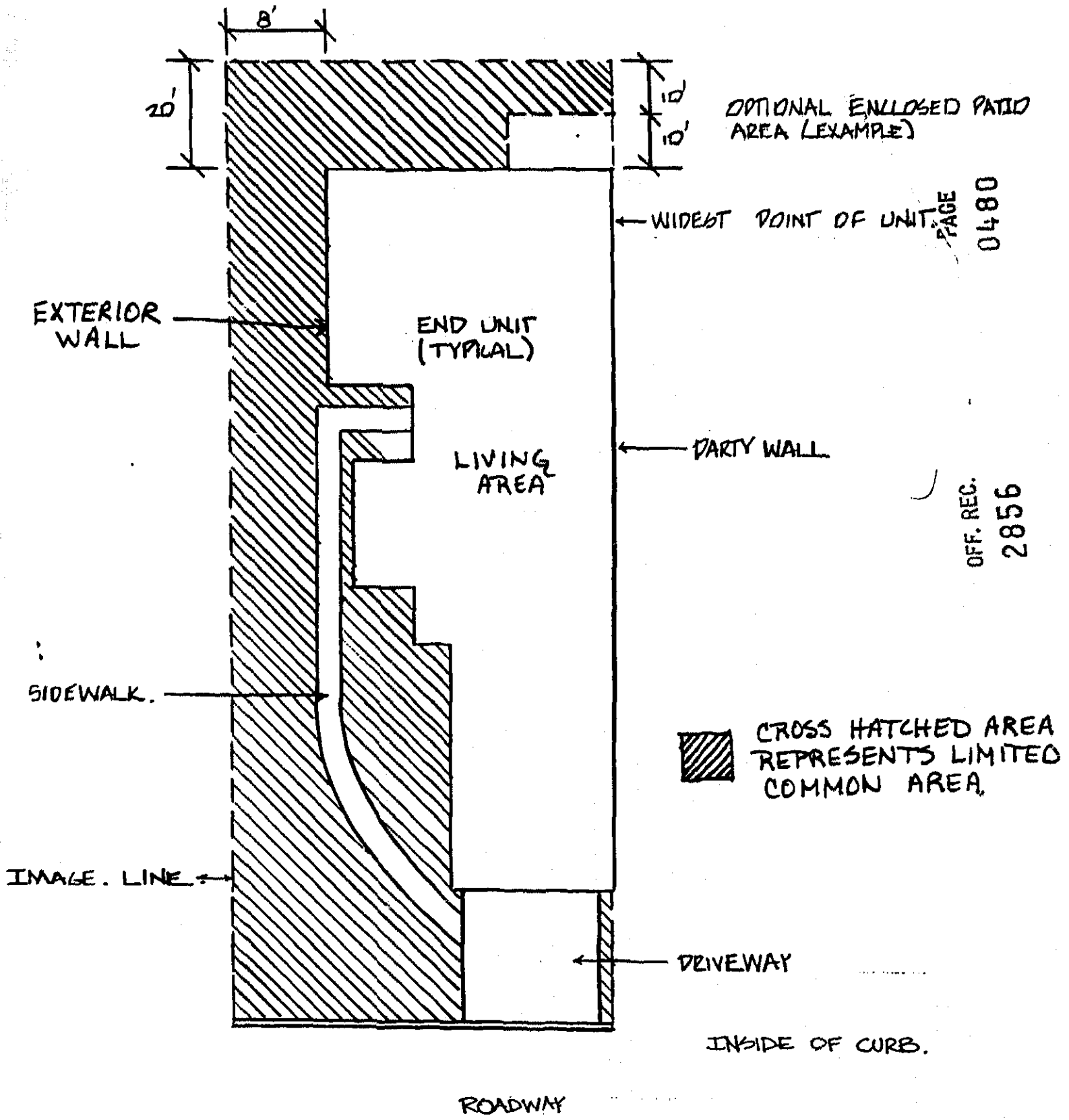


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EXHIBIT "B"

ILLUSTRATION ONLY
NOT TO SCALE



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