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Prepared By and Return To: **HC**

Tom Dillon **↙**

Fair/Way Management

985 Pinetree Drive

Indian Harbour Beach, FL 32937

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2

#Names: 2

Trust: 1.50

Rec: 17.00

Serv: 0.00

Doc: 0.00

Excise: 0.00

Mtg: 0.00

Int Tax: 0.00

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
PARKSIDE PLACE**

A Florida corporation not-for-profit

PARKSIDE PLACE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, hereinafter referred to as the "ASSOCIATION", files this Amendment to the Declaration of Covenants and Restrictions for PARKSIDE PLACE.

Whereas, on August 16, 2004 the "ASSOCIATION", caused the Declaration of Covenants and Restrictions to be filed in Official Records Book 2676, Page 028 of the Public Records of Brevard County, Florida, which said Declaration of Covenants and Restrictions controlled the use of the property described in said Declaration; and

Whereas, in Section 13 of the Declaration of Covenants and Restrictions, provision is made for the amendment of the Declaration upon approval of at least two-thirds (2/3) of the Units represented at any meeting at which a quorum has been attained.

Whereas, on August 16, 2004, a proposed amendment to the Declaration of Covenants and Restrictions was presented to the Board of Directors and Membership for their consideration and vote, and said votes were received on August 16, 2004, at a Special Meeting and tally of said votes indicated at least two-thirds (2/3) approval by the Membership;

Now, THEREFORE, ASSOCIATION amends the Declaration of Covenants and Restrictions for Parkside Place as follows:

1. **1. Declaration of Covenants and Restrictions - Section 8.04 Sales and Leases.** Shall be amended as follows (deletions are in ~~STRIKETHROUGH~~ and additions are in *ITALICS*):

Any lease of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). ~~No lease shall be for a period of less than six months. No Unit shall be leased for a term of less than twelve (12) months. If the tenant or lessee vacates the Unit prior to the expiration of twelve (12) months, the Unit may not be occupied by another tenant or lessee within twelve (12) months from the date that the original lease period began. The Unit Owner(s) shall be responsible for supplying all documents describing Restrictions of the Association to the potential lessee. The lessee shall provide the Association with a signed form indicating that they have read, understand and agree to comply with the use description documents of the Association. All Unit Owners will be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.~~

IN WITNESS WHEREOF, the ASSOCIATION has hereunto set their hand and seal this 16 day of August 2004.

PARKSIDE PLACE
HOMEOWNERS ASSOCIATION, INC.,
"ASSOCIATION"

BY: *Al Chipman*
Al Chipman, President



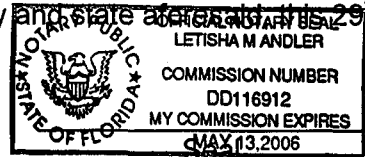
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STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Al Chipman, President of PARKSIDE PLACE HOMEOWNERS ASSOCIATION, INC., to me know to be the person described in and who executed the foregoing instrument and acknowledged before me that he 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 29th day of October 2004.

Letisha M Andler
Notary Public



My Commission Expires: *May 13, 2006*