

SETH D. CHIPMAN, P.A.

Attorney at Law

96 Willard Street, Suite 204, Cocoa, FL 32922

Tel: 321-639-1300 ▪ Fax: 321-639-1303 ▪ Email: schipmanlaw@cfl.rr.com

Board Certified Specialist in Condominium and Planned Development Law

December 1, 2020

Sent Via U.S. Mail

Bayside Condominiums Association of Brevard, Inc.
c/o Clover Key, Inc.
Attn: Jennifer Vo
110 Imperial Street
Merritt island, FL 32952


**Re: *Bayside Condominium Association of Brevard, Inc.
Certificate of Amendment to Declaration***

Dear Jennifer:

Enclosed please find the original Certificate of Amendment to Declaration for the above referenced Association.

Should you have any questions, please feel free to contact me.

Very truly yours,


Seth D. Chipman, Esq.

SDC/dms

Encl.

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

CFN 2020263473, OR BK 8930 PAGE 1738,
Recorded 11/24/2020 at 11:37 AM, Scott Ellis, Clerk of
Courts, Brevard County
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**CERTIFICATE OF AMENDMENT TO DECLARATION OF
BAYSIDE CONDOMINIUMS ASSOCIATION OF BREVARD, INC.**

Pursuant to Chapter 718, Florida Statutes, and the provisions of the Declaration of BAYSIDE CONDOMINIUMS ASSOCIATION OF BREVARD, INC. ("Association"), which Association is responsible for the management and operation of BAYSIDE CONDOMINIUMS, a Condominium, according to the Declaration thereof, as originally recorded in Official Record Book 4605, Page 3849, and all amendments thereto, in 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. Article IX, Section A of the Declaration is amended as follows:

Each unit owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, and all their appliances or equipment, including any fixture and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his unit and which may now or hereafter be affixed or contained within his unit. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his unit, although such equipment not be located in the unit, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereon and screening on balconies and patios, screen doors, and fixed and sliding glass doors. Air conditioning and heating equipment servicing individual units is a limited common elements appurtenant to such units. A Unit Owner is responsible for the costs of repairing damages to areas designated as limited common elements or common elements, including but not limited to, damage to originally installed balcony or walkway floor or ground surfaces, caused by any floor covering(s) (i.e. tile, carpet, or other floor covering) installed or placed over originally installed floor or ground surfaces, by a current or former unit owner, occupant, tenant, guest, or invitee, regardless of when said floor covering was installed. A Unit Owner is also responsible for the costs of repairing any damage to condominium property, common elements, or limited elements, caused by negligent or intentional act of the occupant, tenant, guest, or invitee of that Unit.

2. Article IX, Section D of the Declaration is amended as follows:

In the event owners of a unit make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereto. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to a unit or units.

Maintenance of the common elements is the responsibility of the Association. All limited common elements shall be maintained by the Association except for: air conditioning and heating equipment servicing individual units; when floor coverings have been placed over original floor or ground surfaces associated with an area designated as a limited common element or common element associated with a unit, and those floor coverings that have caused damage to areas designated as limited common elements or common elements, in which case the current unit owner shall be

responsible for the costs of such maintenance or repairs of damage; or when an owner, occupant, tenant, or invitee has committed some act causing damage to areas designated as limited common elements or common elements, in which case the current owner is responsible for the costs of such damage. If the record owner of the of the unit has been granted permission to install a DSS Satellite Dish which has a maximum diameter of 18 inches and can be mounted or affixed to the condominium building at a location approved by the Association in writing, in advance of the installation, then the record owner of each such unit shall bear the costs and shall be responsible for the maintenance, repair and replacement, as the case may be, of and satellite dish. The unit owner shall maintain the air conditioning and heating equipment servicing his unit, and storage spaces and the DSS satellite dish, at the unit owner's expense.

3. Article X, Section P of the Declaration is amended as follows:

Carpeting of any type, or any other type of floor covering on individual limited common element unit balconies or any common walk-ups, or other areas designated as limited common areas or common areas, is prohibited and the Association shall not grant permission to install carpet, or any other type of floor covering on the individual unit balconies or walk-ups. The owner of the unit associated with the floor coverings on areas designated as limited common elements or common elements is responsible for the costs of repairing any damages to areas designated as limited common elements or common elements, caused by such floor coverings, irrespective of when the floor coverings were installed or constructed.

4. Article X, Section M of the Declaration be amended as follows:

Two (2) pets, not exceeding thirty-five (35) pounds each, shall be allowed to be kept in the owner's unit. All pets must be kept on a leash outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance. Exotic or farm animals are not allowed as pets. The Board of Directors shall be authorized to enact board made rules and regulations governing pets and animals, and shall be authorized to determine whether or not a pet or an animal constitutes an exotic animal or farm animal.

5. Article XI of the Declaration is amended as follows:

No owner of a unit shall make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the buildings including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the buildings further, no owner shall in any manner change the appearance of any portion of the buildings not wholly within the boundaries of the unit. The Association has adopted hurricane shutter specifications for each building and will permit the installation of hurricane shutters for any balcony and storm window panels for the windows provided the color of the shutters and storm window panels is the color approved by the Association and the installation of shutters and storm window panels complies with applicable building codes and provided that prior to installation or replacement of the hurricane shutters and storm window panels the Association has approved the installation. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed material alterations to the common elements within the meaning of the Condominium Act.

WINDOW and SLIDING GLASS DOOR ALTERATION OR REPLACEMENT:

Owners shall obtain written approval from the Board of Directors prior to modifying, installing, or replacing windows or sliding glass doors associated with an individual unit. Windows and sliding glass doors must be visually compatible, as determined by the Board of Directors, with the rest of the windows and sliding glass doors within Bayside Condominiums, and frames must be white in

color, subject to the Association's written approval. The Board of Directors is authorized to make and amend Board made Rules and Regulations governing windows and sliding glass doors, the appearance of existing and replacement windows and sliding glass doors, and the procedures for obtaining the Association's written consent for installing, altering, or replacing windows or sliding glass doors. The application for obtaining the Association's written consent for altering or replacing windows or sliding glass doors, shall include a copy of the City of Cape Canaveral permit, and a description of what is to be installed, and anything else deemed relevant by the Board of Directors, as more particularly set forth in Board made Rules and Regulations, before any work is performed. The installation and replacement of such windows or sliding glass doors in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements within the meaning of the Condominium Act. Owners are responsible for satisfying all regulatory or government requirements associated with the installation of windows or sliding glass doors, and the Association shall not be responsible for any defects or other problems associated with the alteration or replacement of windows or sliding glass doors.

CERTIFICATE OF ASSOCIATION

The undersigned, as President of BAYSIDE CONDOMINIUMS ASSOCIATION OF BREVARD, INC., hereby certifies that the foregoing Amendments to the Declaration were adopted by the membership of the Association, whose votes were cast in person or by proxy at a meeting duly held on October 26, 2020.

WITNESSES (TWO REQUIRED)

[Signature]
Print Name: Michael DePalis

[Signature]
Print Name: Director, Tzabela Rak

BAYSIDE CONDOMINIUMS
ASSOCIATION OF BREVARD, INC.

[Signature]
By: Tony Bell, as, President
Address: 700 - 814 Bayside Drive
Cape Canaveral, FL 32920

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

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 9 day of November 2020, by Tony Bell, President of BAYSIDE CONDOMINIUMS ASSOCIATION OF BREVARD, INC., on behalf of the corporation who produced Drivers license as identification and did not take an oath.

My Commission Expires: July 6, 2021

[Signature]
NOTARY PUBLIC, State of Florida at Large
Jennifer Vo

