

HC
This instrument prepared by
CURTIS R. MOSLEY, ESQ.
Mosley & Wallis, P.A.
Post Office Box 1210
Melbourne, Florida 32902-1210

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**SEVENTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OF BAYSIDE CONDOMINIUMS**

DAY DEVELOPMENT CORPORATION OF CAPE CANAVERAL, a Florida corporation, pursuant to the authority reserved in Article XIII of the Declaration of Condominium establishing BAYSIDE CONDOMINIUMS, as recorded in Official Records Book 4605, Pages 3849 through 3967, as amended by the First Amendment to Declaration of Condominium as recorded in Official Records Book 4821, Pages 0767 through 0796 as amended by the Second Amendment to Declaration of Condominium as recorded in Official Records Book 5085, Pages 2087 through 2113, as amendment by the Third Amendment to Declaration of Condominium as recorded in Official Records Book 5096, Pages 0019 through 0070, inclusive as amended by the Fourth Amendment to Declaration of Condominium (incorrectly labeled Third Amendment) as recorded in Official Records Book 5128, Pages 1345 through 1360, inclusive, as amended by Fifth Amendment to Declaration of Condominium as recorded in Official Records Book 5183, Pages 2309 through 2349, inclusive and as amended by Sixth Amendment to Declaration of Condominium as recorded in Official Records Book 5402, Pages 6130 through 6136, inclusive all of the Public Records of Brevard County, Florida, and the Florida Condominium Act, hereby amends the Declaration as follows:

SEE SHEET 68 OF EXHIBIT "B" ATTACHED HERETO WHICH IS INCORPORATED
HEREIN BY REFERENCE AND MADE A PART HEREOF FOR LEGAL DESCRIPTION
OF PHASE ~~THREE~~FOUR.

together with improvements thereon, containing one (1) building, having a total of twenty-four (24) units and other appurtenant improvements more specifically described in Exhibit "B" attached to this amendment to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BAYSIDE CONDOMINIUMS.

DAY DEVELOPMENT CORPORATION OF CAPE CANAVERAL, a Florida corporation, further amends and expands the above-described Declaration of Condominium to include and merge the common and limited common elements and easements of the property submitted to Condominium by this Amendment with the property described in the original Declaration of Condominium recorded in Official Records Book 4605, Pages 3849 through 3967, as amended by the First Amendment to Declaration of Condominium as recorded in Official Records Book 4821, Pages 0767 through 0796 as amended by the Second Amendment to Declaration of Condominium as recorded in Official Records Book 5085, Pages 2087 through 2113, as amendment by the Third Amendment to Declaration of Condominium as recorded in Official Records Book 5096, Pages 0019 through 0070, inclusive as amended by the Fourth Amendment to Declaration of Condominium (incorrectly labeled Third Amendment) as recorded in Official Records Book 5128, Pages 1345 through 1360, inclusive, as amended by Fifth Amendment to Declaration of Condominium as recorded in Official Records Book 5183, Pages 2309 through 2349, inclusive and as amended by Sixth Amendment to Declaration of Condominium as recorded in Official Records Book 5402, Pages 6130 through 6136, inclusive all of the Public Records of Brevard County, Florida (the "Declaration").

DAY DEVELOPMENT CORPORATION OF CAPE CANAVERAL, a Florida corporation, hereby amends the Declaration of Condominium as follows:

Scott Ellis

Clerk Of Courts, Brevard County

1
Seventh Amendment to Declaration #Pgs: 5 #Names: 2
Trust: 3.00 Rec: 41.00 Serv: 0.00
Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

HC
#Pgs: 6
Trust: 3.50
Excise: 0.00
Mtg: 0.00
nt Tax: 0.00
#Names: 2
Rec: 49.00
Serv: 0.00

Clerk Of Courts, Brevard County

Scott Ellis

This Amendment is being rerecorded to attach Sheet 8, Exhibit B which was inadvertently omitted.

ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in the City of Cape Canaveral, County of Brevard, and State of Florida, which property is more particularly described as follows; to-wit:

SEE SHEETS 3, 4, ~~AND 6, AND 8~~ OF EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF FOR LEGAL DESCRIPTIONS OF PHASES ONE, TWO, ~~AND THREE AND FOUR~~

and on which property the Developer owns ~~fourteen (14) fifteen (15)~~ buildings containing a total of ~~seventy-six (76) one-hundred (100)~~ residential units and other appurtenant improvements as hereinafter described. Buildings 1, ~~14~~ and 15 are five (5) story buildings each of which contains twenty-four (24) units and twenty-four (24) garage parking spaces. The garage parking spaces are located on the first floor. Buildings 1, ~~14~~ and 15 each contains eight (8) type "A" units, each of which has three (3) bedrooms, two (2) baths and contains approximately 2092 square feet, including balconies and sixteen (16) type "B" units, each of which has three (3) bedrooms, two (2) baths and contains approximately 2032 square feet, including balconies. Buildings 2, 3, 6 and 13 are triplex buildings containing two (2) one (1) story units and one (1) two (2) story unit with each unit containing a two (2) car garage. Buildings 2, 3, 6 and 13 each contain one (1) "C" type unit which has three (3) bedrooms, two (2) baths and contains approximately 2,465 square feet including courtyards; one (1) type "D" unit which has three (3) bedrooms, two (2) baths and contains approximately 3,112 square feet and one (1) type "E" unit which has three (3) bedrooms, two (2) baths and contains approximately 2,215 square feet. Buildings 4, 5, 7, 8, 9, 10, 11 and 12 are duplexes each of which contains one (1) type "F" unit and one type "G" unit. Each unit contains a two (2) car garage. Each type "F" unit has three (3) bedrooms, two (2) baths and contains approximately 2,735 square feet including the courtyard. Each type "G" unit has three (3) bedrooms, two (2) baths and contains approximately 2,501 square feet including the courtyard. The graphic description of each floor of Buildings 1 through ~~12, inclusive; and 15 inclusive~~ are shown on Sheets 5 through ~~2131~~, inclusive, of Exhibit "A" to the Declaration of Condominium. The Developer reserves the right to designate the garages and storage spaces in Buildings 1, ~~14~~ and 15 for the exclusive use of the unit owners, and upon such designation, the garages and storage spaces shall become limited common elements. The Developer, Day Development Corporation of Cape Canaveral, a Florida Corporation, may charge a fee for assignment of the garages and storage spaces. For legal description, survey and plot plan of the condominium see Exhibits A and B to the Declaration of Condominium. ~~The Developer estimates that Phase One of the Condominium will be completed on or before December 31, 2002; and that Phase Two will be completed on or before December 31, 2004 and that Phase Three will be completed on or before December 31, 2005. Phases One, Two and Three of the Condominium are substantially completed. The Developer estimates that Phase Four of the Condominium will be completed on or before December 31, 2005. The Developer is obligated to construct Phases One, Two and Three of the condominium only all phases of the Condominium.~~

All other provisions of Article I remain in full force and effect and unchanged by this Amendment.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

- A. Attached hereto and made a part hereof, and marked Exhibit "A" consisting of forty-two (42) pages and Exhibit "B" consisting of thirteen (13) pages, are boundary surveys of the entire premises of which Phases One Two, Three and Four are a part, boundary surveys of each phase, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements contemplated as comprising Phases One, Two, Three and Four in which units are located, and plot plans thereof, identifying the units, the common

elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

CAMPBELL SURVEYING & MAPPING OF BREVARD, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each unit is identified and designated by a specific number. No unit bears the same numerical designation as any other unit. The specific numbers identifying each unit are listed on Sheets 5 through ~~2631~~ of Exhibit "A" attached to this Declaration of Condominium.

All other provisions of Article II remain in full force and effect and unchanged by this Amendment.

III

OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each unit shall own, as an appurtenance to the ownership of each said unit, an undivided ~~one-seventy-sixth (1/76)~~ one-one hundredth (1/100) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common elements shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separate from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided ~~one-seventy-sixth (1/76)~~ one-one hundredth (1/100) interest in all common elements of the condominium.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each such unit owner's share of the ownership of the common elements, that is ~~one-seventy-sixth (1/76)~~ one-one hundredth (1/100).

All other provisions of Article III remain in full force and effect and unchanged by this Amendment.

VI.

MEMBERSHIP AND VOTING RIGHTS

There shall be a total of ~~seventy-six (76)~~ one hundred (100) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner," as used herein, shall be deemed to include the Developer.

All other provisions of Article VI remain in full force and effect and unchanged by this Amendment.

VII

**COMMON EXPENSES, ASSESSMENTS, COLLECTION
LIEN AND ENFORCEMENT, LIMITATIONS**

The Board of Administration of the Association shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, but not be limited to, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the board to include any item in the annual budget shall not preclude the board from levying an additional assessment in any calendar year for which the budget has been projected. Each unit owner shall be liable for the payment to the Association of ~~one-seventy-sixth (1/76)~~ one-one hundredth (1/100) of the common expenses as determined in said budget.

All other provisions of Article VII remain in full force and effect and unchanged by this Amendment.

XIV

TERMINATION OF CONDOMINIUM

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof; to-wit:

AN UNDIVIDED ~~ONE-SEVENTY-SIXTH (1/76)~~ ONE-ONE HUNDREDTH (1/100)

All other provisions of Article VII remain in full force and effect and unchanged by this Amendment.

All other terms, provisions and conditions of the Declaration shall remain in full force and effect and unchanged except as set forth herein.

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this 29 day of June, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Sandra K Hayes
Print Name: Sandra Hayes
Mandy Parsley
Print Name: Mandy Parsley

DEVELOPER:

DAY DEVELOPMENT CORPORATION OF
CAPE CANAVERAL, a Florida corporation

By William M. Young
William M. Young, President

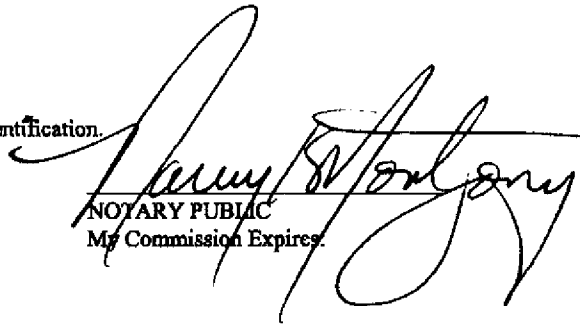
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 29th day of June, 2008, by WILLIAM M. YOUNG, President of DAY DEVELOPMENT CORPORATION OF CAPE CANAVERAL, a Florida corporation, on behalf of the Corporation. He is personally known

Nancy K Montgomery
Notary Public
State of Florida
My Commission DD177825
Expires January 27, 2007

to me or produced _____ as identification.



Handwritten signature of Harry W. Long in cursive script, written over a horizontal line.

NOTARY PUBLIC
My Commission Expires

BAYSIDE CONDOMINIUMS

LEGAL DESCRIPTION: (Phase IV)

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E., along the West line of said Official Records Book 3902 at Page 3776 a distance of 696.98 feet; Thence run N.89°27'20"W., a distance of 687.40 feet to the Point of Beginning of the following described parcel; Thence continue N.89°27'20"W., a distance of 34.59 feet; Thence run S.00°32'40"W., a distance of 175.00 feet; Thence run N.89°27'20"W., a distance of 135.21 feet to a point on the Easterly right of way line of Tower Boulevard, (A.K.A. Thurm Boulevard) a 60 foot right of way, as described in Official Records Book 3057 at Page 447, of the Public Records of Brevard County, Florida; said point being on a curve to the right have a radius of 1020.00 feet and whose radius point lies N.59°26'29"E., from said point; Thence run Northerly along said right of way line and along the arc of said curve a distance of 188.88 feet through a central angle of 10°36'36"; Thence leaving said Easterly right of way line run East a distance of 69.27 feet; Thence run North a distance of 77.29 feet; Thence run East a distance of 102.84 feet to a point of curvature of a circular curve to the left having a radius of 62.00 feet, thence run easterly along the arc of said curve a distance of 69.62 feet, through a central angle of 64°20'27", to the point of tangency, Thence run N.34°45'02"E., a distance of 5.52 feet to a point of curvature of a non-tangent curve to the right having a radius of 8.88 feet, thence Easterly along the arc of said curve a distance of 6.40 feet, through a central angle of 41°15'49", whose chord bears N.54°10'37"E., to a point of curvature of a non-tangent curve to the left having a radius of 198.19 feet, thence run easterly along the arc of said curve a distance of 17.19 feet, through a central angle of 04°58'09", whose chords bears S.77°51'01"E.; Thence run S.00°32'40"W., a distance of 114.24 feet to the Point of Beginning. Said Parcel contains 1.06 acres more or less.

Campbell SURVEYING AND MAPPING
OF BREWSTER, INC.

3525 N. COURTENAY PARKWAY - SUITE 1
MAILING ADDRESS: P.O. BOX 642148
MERRITT ISLAND, FL 32864 PHONE (407) 453-5820

EXHIBIT "B"

SHEET 8