

Prepared by, record and return to:
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Our File: 13-9028

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MONTEREY COVE AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions for MONTEREY COVE AT BAYSIDE LAKES was originally recorded in Official Records Book 4856, Page 0508, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration");

WHEREAS, the Board of Directors of MONTEREY COVE AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida Non Profit corporation and the Owners of lots within the MONTEREY COVE AT BAYSIDE LAKES subdivision, hereby amend the Declaration as follows:

1. Article II, Section 2(b) of the Declaration is hereby amended to provide as follows:

Section 2. Construction Plan Review.

- (b) A set of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. ~~An administrative fee of \$25.00 shall be paid to the Association for processing the house plans, payable at the time of submission.~~ Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within 15 days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee. Failure to notify the Lot Owner within 15 days shall be deemed an approval by the committee.

2. Article II, Section 5 of the Declaration is hereby amended to include the following:

Section 5. Landscaping.

- (b) ~~A total of one Live Oak Tree and Three 12' or larger palm trees must be planted on each lot during home construction. The oak tree must be a minimum of 60 gallon container size with a 3" caliper.~~ A minimum of three (3) live trees shall be maintained on each Lot at all times.

At least one (1) Live Oak Tree of 60 gallon container size with a 3" caliper and one (1) 12' or larger palm tree shall be maintained on each Lot, one of which will be located in the front yard. Front yards shall contain two (2) or more approved trees of any type. These requirements must be complied with at all times. Queen palms are not allowed in the rear of lakefront properties. Fruit trees are not allowed on any Lot.

3. Article II, Section 8 of the Declaration is hereby amended to provide as follows:

Section 8. Garages.

Each residence must contain a two-car enclosed garage. Carports are prohibited. All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used.

~~Detached garages and oversized garages of any kind are prohibited, are permitted, however, they must be approved with the original house construction, have architectural design similar to the primary structure, and meet all required yard setbacks. Detached Garages and oversized Garage Doors for RVs and large boats are prohibited.~~

4. Article II, Section 11 of the Declaration is hereby amended to provide as follows:

Section 11. Swimming Pools.

A Swimming Pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. The pool and deck cannot be located closer than 10 feet from the rear lot line on Lots 41, 42, 43, 44, 45, 52, 53, 54, 66, 67, 68 and 73. On all other Lots the pool and deck cannot be located closer than five (5) feet from the rear lot line. Access to a pool from the boundaries of the lot must be controlled from all directions by fencing or a screen enclosure and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only inground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2) inches below the grade level of the first floor house pad.

5. Article III, Section 14 of the Declaration is hereby amended to provide as follows:

Section 14. Parking.

The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the streets, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions.

Smaller boats, watercraft, tent-campers, similar smaller recreational vehicles may only be placed and kept or stored upon a Lot within an enclosed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Extended parking of vehicles in the streets is prohibited. ~~No more than two vehicles are allowed to be parked in the driveway for extended periods, unless permission is granted by the Board of Directors.~~ Only vehicles in good working order are allowed to be parked in the driveway visible to a street. Parking on the grass or on sidewalks is prohibited, and cars in driveways may not block sidewalks.

6. Article III, Section 17 of the Declaration is hereby amended to provide as follows:

Section 17. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for sale" and "for rent" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than ~~four (4)~~ five (5) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. During election periods, political signs, no larger than 24" x 24" and no taller than 3', are permitted in mulched beds. Signs must be placed no earlier than 30 days prior to election day, and must be removed promptly following the election. The Board of Directors has the right to remove signs that are deemed offensive or inappropriate. Standard size security company signs are permitted.

7. Article VI, Section 2 of the Declaration is hereby amended to provide as follows:

Section 2. Effect of non-Payment of Assessment: Remedies of the Association.

- (a) Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 18% per annum (or highest allowable rate) until paid. The Association may bring an action against the owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection fo any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs on appeal.
- (b) The Board of Directors may, in its discretion, develop a payment plan for homeowners who have been unable to keep current with payments.

8. Article IX, Section 5 of the Declaration is hereby amended to provide as follows:

Section 5. Expandable Association.

- (a) ~~Upon the recordation of this Declaration of Covenants and Restrictions for Monterey Cove at Dayside Lakes Subdivision, the Association shall have as members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this~~

~~Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.~~

- ~~(b) If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.~~
- ~~(c) Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property.~~
- ~~(d) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restriction established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.~~

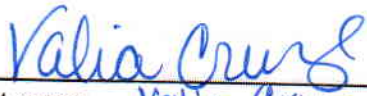
CERTIFICATE OF ASSOCIATION


The undersigned, as president of Monterey Cove at Bayside Lakes Homeowners Association, Inc., hereby certifies that the foregoing Amendments to the Declaration were adopted by the membership of the Association, as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused these Amendments to the Declaration of Monterey Cove at Bayside Lakes to be duly executed as of the date and year set forth below.

WITNESSES (two required)

MONTEREY COVE AT BAYSIDE
LAKES HOMEOWNERS
ASSOCIATION, INC.


Print name: Valia Cruz

By: 
Print Name: JACK ST. CYR
as: President
Address: 480 GARDENDALE CIR SE
PALM BAY, FL


Print name: R. WHITMAN

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 20th day of December, 2013 by Jack St. Cyr, as president of MONTEREY COVE AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC. who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public:

Jessica L. Baldwin

Name: Jessica L. Baldwin

State of Florida at Large (SEAL)

My Commission Expires: 02/10/2017

