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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKSIDE WEST SUBDIVISION

THIS DECLARATION, made as of the date hereinafter set forth by PARKSIDE WEST DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the county of Brevard, state of Florida, which is platted as

PARKSIDE WEST

according to the Plat thereof recorded in Plat Book 54 Page(s) 57, 58, 59 Public Records of Brevard County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"Association" and "Homeowners Association" shall both mean and refer to "PARKSIDE WEST HOMEOWNERS ASSOCIATION, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeable from time to time herein.

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the subdivision named as Tracts A, B, C, D, G and Tract K, and road right of way as shown on the plat of Parkside West, known as Navaeh Avenue, Teaberry Drive, Snapdragon Drive as recorded in the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners of the Association. Additional parcels may be added to the Common Areas in the future.

"Declarant" and "Developer" shall mean and refer to PARKSIDE WEST DEVELOPMENT CORPORATION, its successors and assigns.

"Landscape Buffer" shall mean all subdivision walls, fences, gates and landscaping erected by the developer, his successor(s) in interest or the Association, (including the improvements thereto).

6/13/06

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida statutes.

"Subdivision" shall mean that property platted as Parkside West, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total subdivision be made subject to the Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"Surface Water or Stormwater Management System" means a system which designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

"Tree Preservation Areas" shall mean those upland tracts or easements designated for perpetual preservation of existing natural conditions, where any alteration of said tracts or easements is prohibited without prior approval of the Association, but which are not part of a preservation easement required by the St. Johns River Water Management District.

ARTICLE I
MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting the Common Areas; maintaining the drainage easements, Conservation Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be a one time initiation fee of $400.00 per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2007 in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.

Section 3. Classification of Membership.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration.

Class B. The Class B members shall be the Declarant or successor developer and shall be entitled to nine (9) votes for each Lot owned (to include each owned lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration). The Class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever occurs earlier:

(a) 3 months after 90% of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of construction improvements thereon, for resale), or

(b) Upon the election of the Declarant or successor Developer or

(c) January 1,2010.

Section 4. Membership Vote.

Voting will be allowed by written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the class B member either present in person or by written proxy at the time the vote is taken at a meeting, or by actual recorded ownership of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote in person or by written ballot of the Association shall be a minimum of 30% of the sum of all the votes held by qualified Class A members and Class B members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualifications.

To be qualified to vote, a class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.

ARTICLE II
ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural control committee (hereinafter referred to as "committee") which shall consist of three (3) or more members. So long as there is a class B membership of the Association, control of the committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee Members. Appointive committee members need not be owners, and shall serve indefinitely, at Declarant's pleasure.

(b) After Declarant's Class B membership in the Association converts to class A membership, a minimum of five (5) Committee members shall be elected by a majority vote of the Board of Directors of the Association at its annual meeting. Members may include members of the Board of Directors and Association Managers. Three (3) elected committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.

(c) A quorum of the Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of the members at the meeting at which a quorum is present to approve or perform any action. The Committee shall keep written records of its actions. The Committee shall meet from time to time as necessary.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the committee.

(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, fencing plan, swimming pool plan, 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 anyone member of the Committee. Failure to notify the Lot Owner within 30 days shall be deemed an approval by the committee.

(c) Builders who have contracted with the Developer to purchase five or more lots may submit plans of their models and landscape designs for general approval by the Committee but shall still notify the Committee in writing as provided herein as to which model, colors, landscaping, etc. are to be used on each specific lot.

(d) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof-and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other

improvement whether as new construction or additions, modifications or alterations to Lots.

(e) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of $50.00 per occurrence shall be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained or improvements corrected to comply with an approval given. If after 60 (sixty) days from the date the first fine is assessed and the non- compliance has not been corrected, the committee may re-assess the $50.00 fine as a second occurrence of the same violation and may continue to do so every 120 days until the violation has been corrected.

Section 3. Clearing.

Clearing of trees within the designated Tree Preserve Areas, shown as Tract F on the recorded subdivision plat, is prohibited, with the exception of removal of selected dead or diseased vegetation which in the opinion of the Homeowner's Association Board of Directors, is a threat to the safety of residents.

Section 4. Grading, Drainage and Floor Elevations.

(a) Each Lot shall be filled and graded to elevations as defined in this document and as shown on the approved construction and engineering plans approved by Brevard county and the St. Johns River Water Management District. Drainage of each Lot shall be accomplished by grading Lots so runoff from one Lot does not drain onto another Lot. Grading of each lot shall comply with the grading plan approved by the City of Palm Bay.

(b) Sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk as it shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two inches higher than the back of curb elevation and blend in smoothly with the finished sodded yard of each lot.

(c) Finish floor elevations shall be 18 to 26 inches above the centerline of the road as measured from the center of the lot, unless a lesser or greater distance is required by Brevard county or other government agency.

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A landscape plan must be submitted for Architectural Approval of the Board. All yard areas not left in a natural vegetated condition shall be replanted with trees, shrubs, or sodded including all easements and right of ways directly in front and rear of all lots.

(b) A total of one live Oak Tree and three Palms must be planted on each lot during home construction. Each tree must contain a minimum 2" caliper and have a minimum 30 gallon container size. One tree must be placed in the front yard and one in the rear yard. One oak tree may be replaced with a Queen Palm containing a minimum trunk height of 10 feet.

(c) On 60' wide Lots a minimum of forty-five (45) 3 gallon shrubs and twenty (20) one gallon shrubs must be planted in the front and side yards, and on 50' wide Lots a minimum of thirty (30) 3 gallon shrubs and twenty (20) one gallon shrubs must be planted in the front and side yards, with landscaping extending a minimum distance of 20 feet down the side of each residence for interior lots and along the entire side yard visible to the street for corner lots. Two (2)15 gallon accent bushes or palms

must be planted in the front beds. Fifteen (15) 3 gallon shrubs must be planted on the street side of corner lots. Lakefront Lots must also contain landscaping along the rear of residences with an additional fifteen (15) 3 gallon shrubs for the rear of the residences. Additional landscaping must be planted where sufficient screening is not maintained through preservation of natural vegetation.

(d) All cleared areas, with the exception of mulched landscape beds, shall be fully sodded with Floritam sod and shall include an underground sprinkler system adequate to provide sufficient coverage of the front and side yard areas visible from right of ways. No grass sod shall be placed within the Preservation Tracts. Native vegetation such as Live Oak Trees, Sable Palms, Pines, and Wax-myrtle shrubs may be planted within Tract F with prior permission from the Homeowner's Association.

(e) Each Lot shall be entirely sodded with floritam sod, including all easements, drainage swales, right-of-ways and common areas directly in the front and rear of all Lots. Lakefront Lots must be sodded, irrigated, and maintained from the rear of the lot to the waterline. Lot owners are responsible for the mowing from the rear of their lot to the waterline.

Section 6. Roof, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched including those areas over porches and patios. The committee must approve the type, color, and style of all shingle and roof covering materials. Shingles must be architectural grade, 30 year shingles which are fungus-resistant. The committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 7. Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the committee as to type, color, and texture of the material. All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the committee.

Section 8. Garages.

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

Section 9. Dwelling Size.

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,400 square-feet for one-story dwelling and not less than 900 square feet for the ground floor of a dwelling of one and one-half or two stories.

Section 10. Building Location.

No building, other than that allowed by the City Code, shall be located on any Lot nearer than 25 feet to the front Lot line. No building shall be located nearer than 5 feet to an interior Lot, or nearer than 20 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

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 and 5 feet from the side lot line. Access to a pool from the boundaries of the lot must be controlled from all directions by fencing 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.

Section 12. Street Address Numbers, Mail Boxes, and Driveways.

Mail boxes within the subdivision will be uniform in color, design and appearance. The location and type of the mail boxes shall be determined by the Declarant. All mail boxes and street numbers are required to be installed prior to the occupancy of each residence. All residences must have a driveway constructed of concrete extending from the street to the garage. Materials other than concrete, such as brick pavers, may be utilized only with prior approval from the Architectural Review Committee. No stain or painting is permitted.

ARTICLES III
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as

may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions. Upon completion, the Committee shall inspect the Lot and improvements and issue the Lot Builder a certificate of compliance acknowledging that said terms and provisions have been met or itemizing any non-compliance. The certificate of compliance shall be delivered to the Owner upon the transfer of title or prior to occupancy.

Section 6. Maintenance and Repair.

All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.

Section 7. Start and Completion of Construction.

All construction and landscaping approved by the committee shall be completed within nine (9) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said twelve-month period. Initial home construction must commence within six months of the lot closing to a homeowner.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that buildings necessary for construction or sales taking place in the subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from the Declarant.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the subdivision or to the occupants of any property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass plantings shall not exceed a height of four (4) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(b) No fences, walls, hedges or mass plantings of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed four (4) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence.

(c) All fences to be constructed in the Subdivision shall be of uniform design and finish, commonly known as White PVC (Semi-private Picket Fence with 7/8" gaps). The type and style of fencing allowed within the community may be changed by a majority vote of the committee and approved by the Board of Directors. NO fence may be constructed of wire, chain link or cyclone style on any Lot.

Section 11. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operations shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device. Nothing contained in these deed restrictions shall be in conflict with Florida statutes 163.94 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

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.

Section 15. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the subdivision remain undisturbed and properly maintained in order to perform their function.

Where any portion of such berms, swales, banks lie within a Lot, the owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot.

The Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(b) Perpetual and non-exclusive easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person

shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

Section 16. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances.

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. "For sale" and "For Rent" signs, which signs may refer only to the particular premises on which displayed, must be pre-approved and supplied by the Homeowners Association.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. All exterior trash receptacles shall be stored outside of street view, in the rear yard, or side yard behind a fence or landscape wall.

Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Open Burning.

Open burning to reduce solid waste on any Lot is not permitted.

Section 21. Right to Inspect.

The Homeowners Association's Board of Directors may at any reasonable time with five days prior written notice, during periods of construction or alteration, and within thirty (30) days thereafter, enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 22. Antennae, Aerials and Satellite Dishes.

All exterior antennas, aerials or small satellite dishes shall be placed in the side-yard or rear-yard of the Lot, and in such a manner so as to be as unobtrusive as possible and not visible from a street. In no event shall exceed a height greater than ten (10) feet above the highest point of roof. Any earth satellite signal reception equipment shall not be visible from any street and shall be screened from other property within the subdivision.

Section 23. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Basketball backboards shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any paved street. Swing sets or other permanent playground equipment must be placed in the rear fenced yard not visible from the street. Skateboard ramps or other similar temporary wooden structures are prohibited.

Section 24. Oil and Mining Operations.

No oil or gas drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 25. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the subdivision. All air conditioning units shall be placed no further forward than 30 feet behind the front building line of the residence with landscape and fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 26. Tanks.

No permanent above-ground oil tanks or bottled gas tanks may be placed on Lots containing residences.

ARTICLE IV

PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided, no such dedication or transfer shall be effective unless: (I) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 30% of the class A Members; and (II) the approval of such dedication or transfer has been properly recorded.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent a Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or Homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease premises are a part of a subdivision. All persons occupying property in Parkside West are required to observe the Covenants and Restrictions of the Parkside West Homeowners Association, Inc. copies of all Covenants and Restrictions are to be obtained from the Landlord.

In addition, all Owners leasing their Lots or Homes are required to provide the Association with a copy of the lease or the names and addresses of the Landlord and the Tenant that are contained in the lease or rental agreement.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation and topography, right-of-ways, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the owner's contractor in constructing any improvements on the owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants.

Section 6. Motor Boat Use Restriction/Docks.

Only man-powered, wind propelled or electric operated boats may be used on any lakes or retention areas situated in the subdivision. Docks are prohibited. No boats shall remain on the shoreline while not in use and must be kept within an enclosed fence or garage area not visible to surrounding home sites. No Swimming is permitted in Subdivision Lakes.

Section 7. Maintenance and Operation of Recreational Facilities.

The Association shall be responsible for the maintenance, operation and repair of recreational facilities which may be constructed on Common Area Tracts, including uses such as playgrounds, walks and gazebos, if elected to be constructed by the Developer during the Construction of phase II. The Association shall maintain any recreation areas to a reasonable standard for the health, safety-and attractive appearance. Access to and use of recreational areas will be restricted to the general public, and intended for the private use of the members of the Association and their invited guests. Each member of the Association agrees to abide by the rules of operation governing the recreational facilities.

Section 8. Maintenance of Yards, Lawns, Landscaping and Irrigation.

The Association shall provide for the maintenance of lawns, including quarterly fertilization and pest control for the lawns only. Further, the Association shall be responsible for the maintenance and repair of the irrigation system for only the subdivision. Homeowners shall be responsible for repair and maintenance of the remainder of the sprinkler system within their respective lots.

Section 9. Maintenance and Operation of Surface Water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. John's River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. John's River Water Management District.

The drainage easements and stormwater retention areas must not be altered in any way which would inhibit or restrict the flow of stormwater from the home sites to adjacent Stormwater Tracts within Parkside West or adjoining Subdivisions without prior approval of the St. Johns River Water Management District and City of Palm Bay.

The St. John's River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 10. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements.

Maintenance of the surface water or stormwater management system shall also mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 11. Private Streets and Roads.

All streets, roads, drives, courts, ways and cul-de-sacs shown on the plat of the Subdivision are for the private use to be owned and maintained by the Association. Said roadways shall be subject to an easement granted to the City of Palm Bay, all other applicable governmental entities, and all utility providers for the purpose of access for installation, maintenance and operation of utilities, as well as emergency vehicle access. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage, or which are or might be prohibited by the public or private authority to whom said easement is given. All paving, curbs, pavers, and other improvements,

facilities and appurtenances located within said roadways, including street lights shall be maintained by the Association except for maintenance and installation of sidewalks, sodding and irrigation which will be installed and maintained by the adjacent lot owner as set forth in other provisions hereof.

Section 12. Maintenance of Tracts.

The Association shall be responsible for the maintenance, operation and repair of all improvements, Landscape Buffer and Property located within Common Area Tracts and Private Road Right-of-ways. Said maintenance shall include the maintenance and repair of the stormwater management system including but not limited to the work within retention areas, ponds, drainage structures and drainage easements. Where an individual lot owner adjoins one of the above tracts their responsibility for the maintenance, operation and repair within these tracts is as called for within this Declaration.

Section 13. Maintenance of Insurance Policy.

The Association shall be responsible for the insurance and maintenance of a general liability insurance policy covering all of the subdivision improvements. This liability policy will cover all of the improvements that are the property of the Association and general liability regarding their use. In addition, the Homeowners Association shall maintain an officers and Directors policy for those members of the Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable insurance practices. At no time shall coverage be less than a one million dollar general liability policy. The insurance must be purchased from an insurance company that is certified to be business in the state of Florida and is in good standing with the Department of Insurance.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association. This payment of current expenses may be in the form of a loan at a rate of 7% to the Association from the Developer for which he may be reimbursed.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these covenants and Restrictions, however, the amount of the assessment outstanding shall be increased

by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 2. Annual Assessment.

The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Section 3. Date of Commencement of Annual Assessment.

The annual assessments for each Lot shall be payable upon conveyance of that Lot to a class A Member, and at the beginning of each fiscal year of the Association thereafter.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the owners unless the cost of such repair /replacement / acquisition / construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per owner, plus any other special assessments levied during that same fiscal year exceeds 50% of the then current year's annual assessment.

Major capital improvements shall require the special assessment to be approved by a majority of a minimum of 30% of the membership.

The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regard to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

Until January 1, 2007, the annual Lot assessment shall be $400.00 per year for, exclusive of individual yard maintenance expense which shall be payable on a monthly basis.

(a) From and after January 1, 2007, the annual assessment shall be set by the Association and may be increased each year by up to ten (10%) percent above the maximum allowable assessment for the previous year without a vote of membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 2007.

(b) From and after January 1, 2007, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of 30% of each class of members who are voting. The vote should be by written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

(c) The maximum annual assessment shall not include insurance increases or damage from natural disasters such as damage created by hurricanes.

ARTICLE VI
ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. Said charge shall also apply to those assessments outlined in Article V, Section 6.

The lien will become effective from the after recording a claim of Lien in the Public Records of Brevard county, Florida, stating the Lot description, the name of the record owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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

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 of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association and each lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In any action for enforcement

brought hereunder, the prevailing party shall be entitled to reasonable attorney's fees including attorney's fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall issue the Owner a written notice either by certified return receipt mail or posting on the property requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within 30 days of receipt of the notice and that the owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) Should the violation not be cured within said 30 days receipt of said written violation, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine at the time of filing this Declaration is $50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

(e) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Failure to pay Assessments does not constitute a default under the terms of a federally insured mortgage. Nothing contained herein shall require mortgagees to collect Assessments.

ARTICLE VII
RIGHTS RESERVED BY DEVELOPER

Section 1. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefore and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision, streets, and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines, sewers, irrigations lines, roadways, natural gas, cable television, and other conveniences or utilities.

To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements.

All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Association, or appropriate government agency.

Section 3. Drainage.

Drainage flow shall not be altered, obstructed or diverted from drainage easements and storm water retention tracts, without prior approval from the St. John's River Water Management District and the City of Palm Bay. Except as provided in this section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 4. Maintenance Easement.

The Developer and the Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures. Etc.

Developer reserves the right to erect and maintain temporary dwelling, models houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

Section 6. Further Restrictions, Conditions and Dedications.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, at which time they shall be automatically extended for two (2) successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below. Covenants and Restrictions which apply to the Conservation Tracts shall be perpetual.

The Developer specifically reserves the absolute and unconditional right, as long as the developer owns any Lot and the Developer has not yet transferred control of the association to the homeowner's, to amend these Articles without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, or any requirement of any federal, state or local governmental entity, agency or authority, (ii) conform to the requirements of mortgage lenders or title insurance companies, or (iii) perfect, clarify, or make internally consistent the provisions herein.

At any time after the Declarant no longer owns any Lot or Lots within the subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given 30 days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

The foregoing notwithstanding, any amendments to the covenants and restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the common Areas, must have the prior approval of the St. John's River Water Management District.

Section 3. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. John's River Water Management District, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds of the Lot Owners excluding the Developer.

Section 4. Future Development within the Project.

Parkside West has been designed as a two phase subdivision. The Declarant reserves to itself the sold and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.

Section 5. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for Parkside West 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 restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 20th day of June, 2006

Signed, sealed and delivered in the presence of:

Witness

Witness

PARKSIDE WEST DEVELOPMENT COMPANY
A Florida Corporation

Roy J. Pence
Director

STATE OF FLORIDA
COUNTY OF BREVARD

6/13/06

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personal appeared Roy J. Pence, as Director of Parkside West Development Company, a Florida Corporation, to me known to be the person described in a who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 20th day of June, 2006

Notary

NOTARY PUBLIC STATE OF FLORIDA
E. CHRISTIANSON
MY COMMISSION # DD 137993
EXPIRES: October 19, 2006
1-800-3-NOTARY FL Notary Service & Bonding, Inc.