

Prepared by & Return to:  
Robert W. Wattwood, Esquire  
O'Brien, Riemenschneider, Wattwood & Cantwell, P.A.  
1686 West Hibiscus Boulevard  
Melbourne, FL 32901

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PARKSIDE WEST SUBDIVISION

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Parkside West Subdivision (hereinafter referred to as the "Amendment") is dated as of the 25<sup>th</sup> day of SEPTEMBER, 2008, by the undersigned.

WITNESSETH:

WHEREAS, Parkside West Development Company (the "Developer") created a single family subdivision development in Brevard County, Florida generally known as Parkside West Subdivision according to the plat thereof as recorded in Plat Book 54, Pages 57, 58 and 59, Public Records of Brevard County, Florida (the "Subdivision"); and

WHEREAS, the Developer encumbered the property within the Subdivision with that certain Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 5664, Page 8252, as subsequently amended in Official Records Book 5768, Page 5499, all of the Public Records of Brevard County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article VIII of the Declaration, the Declaration may be amended by the Developer who holds more than two thirds (2/3) of the total membership votes in Parkside West Homeowners Association, Inc. (the "Association"); and

WHEREAS, Developer wishes to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the undersigned Developer does hereby amend the Declaration as follows:

1. Article III, Section 10 is hereby replaced in its entirety with the following:

**Section 10. Fences, Walls, Hedges, Mass Plantings of Any Type.**

- (a) Fences, walls, hedges or mass plantings of any type shall not exceed a height of six (6) feet above the finished graded surface of the ground 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 Committee.
- (b) No hedge or mass planting of any type, exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Committee.
- (c) 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 six (6) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot and shall have a minimum setback requirement equal to the side setback of the residence. As to any Lot which adjoins a pond or retention area, any fence or wall or portion thereof constructed behind the rear building setback line of the residence may not exceed four (4) feet in height. All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee.
- (d) All fences constructed in the Subdivision (except those constructed by the Declarant or Association around the perimeter of 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. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the type and location, and confirming the use of the pre-approved style and color of the proposed fence or wall to the Committee for approval. No fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.

2. Article IV, Section 8 is hereby replaced in its entirety with the following:

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

- (a) Hedges, shrubs, vines, trees and plantings of any type (collectively "Plants") on each Lot shall be trimmed at regular intervals by the Lot Owner so as to maintain the same in a neat and attractive manner. Plants which die shall be promptly removed and replaced by the Lot Owner at his expense. The Association shall cut/mow, edge and fertilize the grassed lawn ("Lawn") within the yard of each Lot. This service to be performed by the Association shall not, include any weeding, maintenance of Plants or Plant beds, replacement of dead or damaged grass or Plants, nor include maintenance, repair or replacement of the irrigation system and its components (including but not limited to pipes, pumps, timers and sprinkler heads), which shall be solely the responsibility of the Lot Owner. Lawn pest control may be provided by the Association at the discretion of the Association. Prior to installing any grass or Plants on the Lot, the Lot Owner must first obtain the prior approval of the Committee as to the location of such installation so that there will be no interference with the Association's Lawn maintenance obligations set forth herein. The Association shall have no obligation to maintain a Lawn that is covered or blocked in any fashion by furniture, recreational equipment or any other objects (including accumulation of animal feces). Pets shall be kept indoors during Lawn maintenance to avoid interference or danger to those providers performing the Lawn maintenance services. The Association shall have no obligation to maintain the portion of any Lawn that is inaccessible including inaccessible fenced areas. Gates must be of sufficient width to accommodate customary professional Lawn service equipment. The Board of Directors of the Association may from time to time: (i) establish reasonable standards for the scope of the Lawn maintenance services to be provided on the Lots; (ii) select providers to perform those services; and (iii) determine the schedules by which such services shall be performed. The Developer and the Association reserve an easement over those portions of each Lot not encumbered by a residence, pool or other such structure for the purpose of Lawn maintenance in accordance with this section.

The foregoing Amendment is hereby joined in and consented to by the undersigned.

PARKSIDE WEST HOMEOWNERS  
ASSOCIATION, INC., a Florida not-for profit  
corporation

Signed, sealed and delivered in the presence of

*[Signature]*

Witness

Print Name: WILLIAM AUGOCK

*Leigh Stewart*

Witness

Print Name: Leigh Stewart

BY: *[Signature]*

Roy J. Pence, as its President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of SEPTEMBER  
2008, by Roy J. Pence, as President of Parkside West Homeowners Association, Inc., a Florida not-  
for-profit corporation, on behalf of said corporation G who is personally known to me, ~~or G who has~~  
~~produced a Florida driver's license as identification.~~

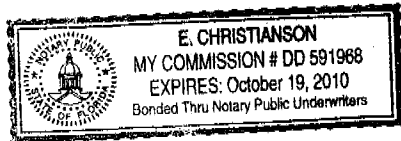
*[Signature]*

Notary Public

Print Name: E. CHRISTIANSON

Commission expires: \_\_\_\_\_

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IN WITNESS WHEREOF, the Developer has executed this Amendment as of the day and year first set forth above.

PARKSIDE WEST DEVELOPMENT COMPANY,  
a Florida corporation

Signed, sealed and delivered in the presence of

*[Signature]*

Witness

Print Name: WILLIAM ALCOCK

*[Signature]*

Witness

Print Name: Lergh Stewart

BY: *[Signature]*  
Roy J. Pence, as its President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of SEPTEMBER 2008, by Roy J. Pence, as President of Parkside West Development Company, a Florida corporation, on behalf of said corporation G who is personally known to me, or ~~G who has produced a Florida driver's license as identification.~~

*[Signature]*

Notary Public  
Print Name: E. CHRISTIANSON  
Commission expires: \_\_\_\_\_

