

This instrument prepared by and )  
should be returned to: )  
) )  
) )  
Gene S. Boger, Esquire )  
TAYLOR & CARLS, P.A. )  
150 N. Westmonte Drive )  
Altamonte Springs, FL 32714 )  
(407) 660-1040 )  
) )  
Cross reference to the Declaration of )  
Covenants and Restrictions of Parkside )  
Place recorded in Official Records Book )  
(ORB) 2676, Page 0268; and amendments )  
at ORB 2856, Page 0474; ORB 2881, Page )  
0262; and ORB 3304, Page 1849, all of the )  
Public Record of Brevard County, Florida. )

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**CERTIFICATE OF FOURTH AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF PARKSIDE PLACE**

**THIS IS TO CERTIFY** that the following language amending Sections 1.18, 5.01, 5.02 and 5.03 of the Declaration and adding Sections 5.03.01, 5.03.02, 5.03.03, 5.03.04 and 5.03.05 to the Declaration constitute the Fourth Amendment to the Declaration of Covenants and Restrictions of Parkside Place, as recorded in Official Records Book (“ORB”) 2676, Page 0268 and amended at ORB 2856, Page 0474; ORB 2881, Page 0262; and ORB 3304, Page 1849 all of the Public Records of Brevard County, Florida, which was duly and properly adopted pursuant to the provisions of Section 13 of the Declaration on September 22, 2009, to wit.

I. Set forth below are the amendments that were approved, the effective date of which shall be the date of recording this instrument in the Public Records of Brevard County, Florida.

A. Paragraph 1.18 ROOF shall be added to read as follows:

**1.18 ROOF means the roofing system consisting of the following components: covering (tile and underlayment); deck or sheathing (boards, usually plywood, attached to rafters to cover UNIT); structure (rafters and trusses constructed to support sheathing and covering); flashing (sheet metal or other material installed into a roof system’s joints, valleys, and around any structure penetrating the sheathing and covering, e.g. exhaust pipes), skylights; fascia; and soffits.**

CODING: Additions by **Bold Underline**, Deletions by ~~Strikeout~~

B. Paragraph 5.01.5 Building Exteriors and Roofs shall be amended to read as follows:

~~5.01.5 Building Exteriors and Roofs.~~ The ASSOCIATION shall perform periodic exterior wall painting ~~and roof maintenance~~ of all UNITS.

C. Paragraph 5.02 By the OWNERS shall be amended to read as follows:

5.02 By the OWNERS. Each OWNER shall maintain his UNIT and all improvements upon his LOT in first class condition, except those portions of his UNIT and LOT which are to be maintained by the ASSOCIATION as discussed above. Included within the responsibility of the OWNER, shall be roofs, windows, screens, sliding glass doors, garage doors and doors on the exterior of his UNIT, and framing for same; all landscaping and improvements within any fenced or walled—in area of the OWNER's LOT; and all fences on the LOT, all of which shall be maintained by the OWNER in good condition and repair and in a neat and attractive manner. In addition, if any OWNER installs landscaping outside of any fence or walled—in area of the OWNER's LOT which is more extensive than the landscaping upon the other LOTS, the OWNER will be required to maintain such landscaping, and if the OWNER fails to do so, the ASSOCIATION shall have the right to remove such landscaping.

D. Paragraph 5.03 By DECLARANT shall be amended to read as follows:

~~5.03 By DECLARANT. Notwithstanding the foregoing, until such time as all of the UNITS to be built within the SUBJECT PROPERTY have been completed, and all of the improvements and landscaping within the COMMON AREAS have been completed, DECLARANT shall maintain all unimproved and undeveloped portions of the SUBJECT PROPERTY in a safe and sanitary condition in compliance with the requirements of all controlling governmental authorities, so that the unimproved and undeveloped portions of the SUBJECT PROPERTY will not be a nuisance or unreasonably detract from the completed portions of the SUBJECT PROPERTY. If DECLARANT fails to satisfy its obligations hereunder the ASSOCIATION may perform such maintenance and assess DECLARANT for the reasonable costs thereof.~~

**5.03 Roof Maintenance, Repair, and Replacement - Each OWNER is responsible for the maintenance, repair, and/or replacement of the ROOF of his UNIT, subject to following:**

**5.03.01 Extent - Each OWNER is responsible only for that portion of a BUILDING's ROOF that directly covers his UNIT, including portions that overlap where contiguous ROOFS meet and that overhang the OWNER'S Limited Common Area. The OWNER's responsibility ends at the line defined by the center of the party wall(s) of his UNIT and any overlapping portions adversely affected by the OWNER's maintenance, repair or replacement of the ROOF.**

CODING: Additions by **Underline**, Deletions by ~~Strikeout~~

**5.03.02 Quality Control - The ASSOCIATION will maintain at all times a list of qualified roofing contractors that have agreed in advance, in writing, to meet minimum standards of workmanship, material selection, warranty terms, and conformance to ASSOCIATION policies and procedures. The list of contractors, and the specific qualifications and terms agreed to, will be periodically reviewed by the ASSOCIATION and made public to all OWNERS.**

**5.03.03 Qualified Contractors Only. The Owner may utilize any contractor from the list of qualified contractors maintained by the ASSOCIATION (sec 5.03.02) for ROOF repairs or replacement. No other contractor or person, including the OWNER himself, is to perform roof maintenance, repair or replacement work within the SUBJECT PROPERTY unless approved in advance, in writing by the ASSOCIATION.**

**5.03.04 Documentation. The OWNER will notify the ASSOCIATION in advance of any roof work to be performed on his UNIT, and will provide to the ASSOCIATION copies of any documents that may be required by local law or ordinance regarding roof repair or replacement activity, such as Notice of Commencement or Building Permits. Upon completion of work the OWNER will furnish to the ASSOCIATION a copy of the Building Permit showing a satisfactory inspection of the completed repairs or replacement.**

**5.03.05 Association's Authority to Act. The ASSOCIATION may, with sufficient cause, require an OWNER to effect a repair or replacement of his roof by a qualified contractor. (sec 5.03.04). Sufficient cause may include, but is not limited to, water damage to an adjoining unit, safety, aesthetics, protection of property values and discovery of any work performed in a manner or by a person that does not conform to the requirements of this document. The Owner will be notified in writing of any offending condition, and will be given 30 days to provide to the ASSOCIATION written proof (per sec. 5.03.04) that the condition has been corrected. If such proof is not provided by the required date, the ASSOCIATION may contract for the corrective work, the cost of which will be considered as an ASSESSMENT against the OWNER's UNIT pursuant to Section 11.02.04 of this DECLARATION. The ASSOCIATION may also employ any remedies provided in Section 11.02 of this DECLARATION.**

Executed at \_\_\_\_\_, Brevard County, Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Signed, sealed and delivered  
in the presence of:

**PARKSIDE PLACE HOMEOWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by James W. Weemhoff who  is personally known to me to be the President of **PARKSIDE PLACE HOMEOWNERS ASSOCIATION, INC.**, or  has produced \_\_\_\_\_ (type of identification) as identification.

By: \_\_\_\_\_  
President

Print Name: James W. Weemhoff

Address: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary  
Print Name: Neil Harmeson

Address: \_\_\_\_\_

\_\_\_\_\_  
Notary Public-State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Neil Harmeson who  is personally known to me to be the Secretary of **PARKSIDE PLACE HOMEOWNERS ASSOCIATION, INC.**, or  has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public-State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_