

ROBERT L. TANKEL, P.A.

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October 11, 2012

Galen Dunton
4999 Parkway Community Subdivision
P.O. Box 16813
Fernandina Beach, FL 32035

Re: Certificate of Amendment to Bylaws and Declaration

Dear Mr. Dunton:

Please find enclosed the original recorded Certificate of Amendment recorded in O.R. Book 1815, Page 1397 recorded in the Public Records of Nassau County.

Please keep this document with the Association records.

I am also enclosing a copy of our invoice for the above.

Sincerely,

ROBERT L. TANKEL, P.A.



Norma McGrath, Legal Assistant to
Robert L. Tankel, Esq.

Enclosures

Satellite Offices by Appointment Only:

28 South 10th Street
Fernandina Beach, Florida 32034

2775 Sunny Isles Blvd., Suite 100
Miami, Florida 33160-4007



John A. Crawford
Clerk of Circuit Court
76347 Veterans Way
Yulee, FL 32097
(904) 548-4600



Print Date:
9/26/2012 2:47:02 PM

Nassau County Transaction #: 110658

Receipt #: 108384

Cashier Date: 9/26/2012 2:47:01 PM
(RGOODWIN)

Customer Information	Transaction Information	Payment Summary
() ROBERT L TANKEL 1022 MAIN ST SUITE D DUNEDIN, FL 34698	Date Received: 09/26/2012 Source Code: MAIN OFFICE Q Code: MAIN OFFICE Return Code: Mail Trans Type: Recording Agent Ref Num:	Total Fees \$579.50 Total Payments \$579.50

1 Payments

CHECK 40280	\$579.50
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1 Recorded Items

(RES) DECLAR OF COV & RES	<i>BK/PG: 1815/1397 CFN:201225223</i> <i>Date: 9/26/2012 2:46:41 PM</i> <i>From: 4999 PARKWAY COMMUNITY</i> <i>SUBDIVISION To:</i>
Recording @ 1st=\$10 Add'l=\$8.50 ea.	68 \$579.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	1 \$0.00

0 Search Items

1 Miscellaneous Items

(CVR LTR) COVER LETTER

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

INSTR # 201225223, Book 1815, Page 1397

Pages 68

Doc Type RES, Recorded 09/26/2012 at 02:46 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$579.50

#1

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT TO THE BYLAWS AND DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
4999 PARKWAY COMMUNITY SUBDIVISION**

WE HEREBY CERTIFY THAT the attached Amended and Restated Bylaws and Declaration of Covenants, Conditions, Restrictions and Easements, and any exhibits thereto, including the Architectural Standards, for 4999 Parkway Community Association, as described in Official Records Book 0565, Page 0680, et. seq. of the Public Records and Plat Book 5, Pages 228-229 of Nassau County, Florida, was duly approved in the manner required therein at a meeting of the Members held on February 21, 2012.

IN WITNESS WHEREOF, we have affixed our hands this 15th day of August, 2012 at Nassau County, Florida.

**4999 PARKWAY COMMUNITY
ASSOCIATION, INC.,** a Florida
not-for-profit corporation

By: _____

Joseph DeMille, President

WITNESSES:

C. Yvette Tison
Signature of Witness #1

C. Yvette Tison
Printed Name of Witness #1

Theadessa Williams
Signature of Witness #2

Theadessa Williams
Printed Name of Witness #2

Attest: _____

Galen Dunton, Secretary

STATE OF FLORIDA)
)
COUNTY OF Nassau)

BEFORE ME, the undersigned authority, personally appeared Joseph DeMille and Galen Dunton, to me known to be the President and Secretary, respectively, of 4999 PARKWAY COMMUNITY ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced Florida DL and Florida DL (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of August, 2012.



Christy Wortman
Notary Public
Printed Name: Christy Wortman

My commission expires: Jan 24, 2016

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
4999 PARKWAY COMMUNITY ASSOCIATION

Original Declaration recorded at Nassau County Official Records Book 565, Page 680

THIS DECLARATION, made this 21st day of, February by the 4999 Parkway Community Association, Inc., a Florida not-for-profit Corporation, whose mailing address is P. O. Box 16813, Fernandina Beach, Florida 32035, hereinafter called "the Association."

RECITALS

A. The Association is made up of the owners of certain real property (the "Property") located in Nassau County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

B. The Association desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, The Association desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

C. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas and within the Property and administer and enforce the covenants, conditions, restrictions and limitation~ hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

D. Pursuant to Florida Statutes Chapter 720, all of the requirements contained in the document entitled "4999 Parkway Community Association Architectural Standards" are made a part of this document as "Attachment B". The 4999 Parkway Community Association Architectural Standards carry an equal requirement for compliance and enforcement as this Declaration and the By-Laws.

DECLARATION

NOW, THEREFORE, The Association hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VII hereof. The members of the ARB shall be appointed by the "Board of Directors." The ARB shall consist of at least three (3) members.

(b) "Association" shall mean and refer to 4999 Parkway Community Association, its successors and assigns.

(c) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted and amended or revised by the Members of the Association.

(d) "Board of Directors" shall mean and refer to the Board of Directors of the Association, as elected by the Members of the Association.

(e) "Charges" shall mean and include all General, Special and Lot Assessments.

(f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the owners within the Property. To the extent such facilities have been constructed, the Common Areas shall include, without limitation, roads, walkways, multi-purpose trails, street lighting, signage, access, utility and drainage easements and related facilities, with the exception of roads that have been dedicated to Nassau County, Florida.

(g) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Easements applicable to the Property.

(h) "Family" shall mean and refer to a social unit consisting of two (2) or more persons, related by blood, adoption, or marriage, together with any number of offspring, foster, step, or adopted children, or a group of not more than four (4) persons not related by blood or marriage. The term "family" shall not be construed to mean a fraternity, sorority, club, or institutional group.

(i) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(j) "Guest" shall mean and refer to a guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(k) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(l) "Lot" shall mean and refer to any plot of land intended as a site for a House. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

(m) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(n) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

(o) "Mortgage" shall mean any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

(p) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender.

(q) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

(r) "Property" shall mean and refer to that certain real property described in Exhibit "A"

(s) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(t) "4999 Parkway Property" shall mean and refer to the land described in Exhibit "A" hereto, which includes the Property, and improvements thereon.

(u) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in Nassau County, Florida, which has been more particularly in Exhibit "A" hereto.

Section 2. No Lot shall be further subdivided or separated into smaller lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Lot may be owned by one or more natural persons or by an entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3. The Association Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot other than as security for the performance of an obligation all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves, determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

ARTICLE IV OWNER'S RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

- (a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.
- (b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.
- (d) The right of the Association to grant any reserve easements and right-of-way through, under, over and across the Common Areas.

Section 2. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of this Declaration and the Association Articles of Incorporation, Bylaws and Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications as the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

Section 4. Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer shall reserve the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, landscaping or creation of new easements or modifications of pre-existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay assessments, as provided herein, shall commence immediately upon the issuance of a deed or mortgage to said Lot

ARTICLE V ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration and the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purpose of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the Covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean the Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. If construction of a House on any Lot has not begun within three (3) years after conveyance of that Lot to the Owner, the Association may install an irrigation system, plant grass and maintain the Lot to provide a finished appearance. The costs of these services shall be a Lot Assessment.

Section 3. Except as provided for herein, the Association is not financially responsible for any exterior maintenance of Houses, Lots, landscaping or yards.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or a portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost thereof shall be included within the General Assessment or Lot assessment as the case may be.

Section 5. The Association may establish security procedures for the Property. Such procedures may be adopted and from time to time changed by the Association as the Association Board of Directors chooses in its discretion. No representation, guarantee or warranty is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage to or loss of property. Neither the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the 4999 Parkway Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "Charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. Each Owner of a Lot, by acceptance of a deed or other transfer document thereof, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of Incorporation and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the non-use by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations, and in accordance with the restrictions noted in the By Laws of the Association. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis, and in accordance with the restrictions noted in the By Laws of the Association. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 3. (a) In addition to Annual General Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and shall be due and payable at the time and in the manner specified by the Association Board of Directors, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

Section 4. In addition to the Assessments authorized above, in the event that any Lot Owner fails to maintain his property in accordance with the governing documents of the Association, the Association may levy a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specified Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. (a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid. If the owner of a lot fails to pay the full amount of the delinquent assessment within fifteen (15) days of the due date, the Association shall provide the owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand. Said notice of the 45 day time-limit shall be sent by registered or certified mail, return receipt requested, and by first-class United States Mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

(b) All charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot. The Association may bring a legal action against the Owner personally obligated to pay the same, file or perfect the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as the mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

(d) The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

Section 6. The Treasurer of the Association, upon demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 7. Budget.

(a) The fiscal year of the Association shall consist of a twelve month period commencing on January 1 of each year and terminating on December 31 of that year.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall prepare a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and may provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall present each Member a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each Member. At a scheduled meeting of the Association Membership, the Members shall vote on the budget, approval of which shall require a majority vote of the total voting interests, either in person, or by proxy. If a meeting of the Association Membership is not held prior to the beginning of a fiscal year, the budget for that proceeding fiscal year may be voted upon by the total voting interests of the Association Membership by written consent. Each budget shall constitute the basis for determining each annual General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare the annual budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 8. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency or authority;
- (b) All Common Areas;

Section 9. In the event the Common Areas owned by the Community Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article VI I, and every Lot Owner agrees to be bound hereby.

Section 2. The Board of Directors shall establish the Architectural Review Board (ARB), which shall consist of at least three (3) Members who may not be members of the Board of Directors, provided that prior to the termination of Developer's right to appoint and remove officers and directors of the Association, Developer reserves the right to appoint a majority of the members of the ARB, which appointees do not have to be Owners. Each ARB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member. The ARB shall meet as needed to carry out the duties and functions of the ARB, and when called by the Chairman of the ARB. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to obtain advice and assistance the ARB in performing its functions as-set forth herein.

Section 3. Any and all construction, modification, alteration or other improvement of any nature whatsoever undertaken on any Lot, except for interior alterations not affecting the external structure or appearance of any House, must comply with the requirements set forth in the Architectural Standards included as "Attachment B" of this Declaration. Where the Architectural Standards require an application for approval from the ARB, no construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any structure shall commence on any Lot House without the written approval to do so from the ARB..

Section 4. (a) The ARB shall establish design and construction standards for all construction, improvements and certain use of property. All of the requirements of the Architectural Standards are incorporated as "Attachment B" of this Declaration. The standards and procedures shall be published in writing and made available to all Owners. It shall be the responsibility of each Owner to obtain a copy of the standards and procedures prior to commencement of the design process of the House or other improvement, and to deliver a copy thereof to the Owner's building architect, contractor and/or landscape designer as the case may be.

(b) The plans to be submitted to the ARB for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ARB's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely esthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. Decisions of the ARB, and the Board of Directors as appropriate, shall be made in accordance with the Architectural Standards, and this document, as limited by Florida Statutes and the codes and ordinances of Nassau County. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a Lot which may be covered by dwellings, buildings, structures or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover and other environmental factors. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot and House, or other improvements, with respect to its construction as underway to determine whether or not the plans and specifications have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB in its own name, or in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) The ARB shall note the date of receipt of any submission and application for approval from an Owner. The ARB shall notify the owner in writing of their decision for approval or disapproval within forty-five (45) days of receipt of said application. In the event that the approval or disapproval is not forthcoming within forty-five (45) days after complete submittal has been made to the ARB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the ARB's design and construction standards.

(e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months or approval must once again be obtained from the ARB as provided herein. The exterior of any House and the accompanying landscaping shall be completed within nine (9) months from commencement unless the ARB allows an extension of time.

(f) The ARB shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof. The fee established for such review shall be contained in the ARB guidelines and procedures and the ARB or Board of Directors shall have the right to increase this amount from time to time.

Section 5. Any Owner may appeal an adverse decision of the ARB to the Board of Directors, who may reverse or modify the decision of the ARB by the unanimous vote of the Directors.

Section 6. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1. General Use

(a) Increase of Insurance: Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which may result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which is in violation of the law.

(b) Nuisance: No nuisance shall be permitted to exist or operate on any Lot or Common Area so as to be detrimental to any other Lot in the vicinity thereof, or to its occupants, or to the Common Areas.

(c) Obstructions: Nothing shall be erected, constructed, planted or otherwise place on a parcel in such position so as to create a hazard upon or block the vision of motorists. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration or on the recorded plat of the Property. No obstruction of visibility of street intersections shall be permitted. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots

(d) Renting/Leasing of Property: An Owner shall not lease his Lot for a term of less than six (6) consecutive months, subject to the provisions of the Association Articles, Bylaws, rules and regulations, and this Declaration. All prospective tenants must first be approved by the Board of Directors or such review committee as the Board may designate. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Association Articles, Bylaws and rules and regulations or this Declaration.

(e) Residential Use Only: Each Lot shall be used, improved and devoted exclusively to residential use by one Family. No use of Lots which will require any occupational license shall be permitted.

(f) Unlawful Use: No unlawful use shall be made of the Property or any part thereof. All laws, county ordinances, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be

complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain and repair such portion of the Property. No waste is permitted in the Common Areas.

Section II. Specific Use and Restrictions

(a) Access to Property: Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, of Common Areas or easements, and reasonable inspection to determine compliance with the Architectural Standards and Declaration of Covenants, Conditions, Restrictions and Easements, or, in the case of emergency, for any purpose.

(b) Air Conditioning Units: Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Areas or adjacent Lots. No window air conditioning units shall be installed in any House

(c) Antennas/Satellite Dishes: No exterior radio or television antenna, or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained on any Lot. Notwithstanding the foregoing, an Owner may erect no more than two (2) satellite dishes no larger than 36" in diameter, provided that the satellite dishes are not placed in the front yard of the lot.

(d) No clothesline, or other clothes drying facility shall be permitted in the Common Areas, yards or any area of the Property wherein the same may be visible from the front of the Property. Said clothesline or other clothes drying facility shall be of a removable type, and shall be removed from the yard or Property when not in use.

(e) Construction Activity: No construction activity, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials, shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the following day. During any construction or home repairs, no construction vehicle, or vehicle operated by any construction employee, or construction trailer or office, may be stored or parked within the Property except during the express times that work is in progress, but no earlier than 7:00 a.m. or later than 7:00 p.m.

(g) Garbage receptacles, Gas and Electric Meters, Miscellaneous Equipment etc.: All garbage receptacles, fuel tanks, gas and electric meters, materials, supplies and equipment which are stored outside must be placed or stored in such a way to conceal them from view from the road in front of said property and adjacent properties. Any such visual barrier may consist of either fencing or landscaping and planting which is approved by the ARB in accordance with the terms of this Article. No garbage or trash shall be placed anywhere except as aforesaid.

(h) Gas/Propane/Fuel Storage: No visible fuel or gas storage tanks may be affixed on any Lot. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area of his Lot as specifically approved by the ARB.

(i) Parking and Vehicle Storage: All vehicles operated, parked, or stored within the Property must be properly registered and maintained in accordance with the laws of Florida and the county ordinances of Nassau County.

All vehicles shall be kept inside garages; only one vehicle may be parked overnight in a driveway. An exception to this one-vehicle limit in the driveway will be made to accommodate Houses with more than two residents with valid drivers' licenses. In such cases, the number of vehicles permitted to park overnight in the driveway shall be: the number of licensed drivers residing in the house, minus two vehicles. Visitors and guests of owners may park in the owner's driveway on a temporary basis.

Vehicles parked in the driveway must not cross into the roadway, obstruct the visibility of cars traveling on the roadways, must be parked entirely on the driveway material, and must be properly registered and maintained in accordance with the laws of Florida and the county ordinances of Nassau County.

In keeping with the Association's desire to maintain high-quality standards for the enjoyment of the Property, and to promote the safety of each owner, it is the desire of the Association that all owners comply with county and state laws and ordinances concerning the parking of vehicles on the streets and roadways. As the roads within the Property are owned and maintained by Nassau County, the County has the right to enforce any violations of Statute and Ordinance.

Each Owner shall provide for parking of automobiles off the roadways within the Property prior to occupancy of the Houses owned or maintained by such Owner. Subject to the terms of this section, there shall be no outside storage or parking upon any Lot or within any portion of the Common Areas of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorized go-cart or any other related forms of transportation devices. No Owners or other occupants of any portion of the Property shall park any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) as provided for in subsection (u) of this section, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(j) Pets: Household pets that are permitted in accordance with applicable county zoning regulations may be kept by an Owner on his Lot, but only if such pets do not cause a disturbance or annoyance on the Property. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot. The Association reserves the right to demand that an Owner remove such pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration.

(k) Signs: Except as may be required by legal proceedings and otherwise described herein, no sign, advertisement or notice of any type of nature whatsoever may be erected or displayed upon any Lot, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors which approval may be withheld in its discretion. Notwithstanding the foregoing, an Owner shall be permitted to post and display signs not exceeding the dimensions of 20" x 30" advertising the sale of lots, one visible political sign not exceeding 20" x 30", provided that such

political sign is not displayed earlier than thirty (30) days prior to the related election date, and is removed immediately by the day after the election has occurred, and the Association Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(l) Soliciting: No soliciting will be allowed at any time within the Property.

(m) Tree Removal: On all Lots, no trees larger than eight (8) inches in diameter at a height of four (4) feet above ground level may be removed outside of the building zone of ten (10) feet from the main dwelling, as defined by the Nassau County Zoning Code, without written approval of the ARB.

For the purpose of preserving an environment for the migratory bird population, no trees shall be felled, removed or cut down unless (1) such tree represents a hazard to the improvements upon any part of the Property and/or to persons occupying or utilizing any or all of the Property, or (2) has been approved by the Board in accordance with the Architectural Standards. Owners must also obtain approval for tree removal from Nassau County to assure compliance with any law or ordinance governing removal of trees.

(n) Wells: No individual wells shall be permitted on any Lot within the Property other than wells for heat transfer systems of heating and air conditioning units, to the extent such wells are permitted by law and the ARB.

(o) Yards – Maintenance: The portions of the House visible from other Lots and the Common Areas, and all Yards and entrances, must be kept in an orderly condition so as not to detract from the neat appearance of the Property. The Board of Directors, in its sole discretion, may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability thereof, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article VI, Section 4 hereof.

Section 3. New Rules and Amendments: The Board of Directors may from time to time, propose new rules or amendments to previously adopted rules and regulations of the Lots and Common Areas, and any facilities or services made available to the Owners, which are presented to the Members for approval. Such proposed additions or amendments must be approved by a majority of the voting interests of the Association. Such voting may be held at a meeting of the Association members or by written consent upon the waiver of said meeting.

Section 4. Canopy Preservation: The Developer utilized canopy and under-story species of vegetation native to the Property in landscaping the Common Areas. Accordingly, the landscaping of the Common Areas shall be maintained substantially as it exists at the time of the approval and execution of this Declaration.

Section 5. Compliance.

(a) It shall be the responsibility of each Owner to conform and abide by the rules and regulations set forth in all governing documents of the 4999 Parkway Community Association in

regard to the use of the Lots and Common Areas and to see that all residents of the Lot, guests, tenants, employees, agents and contractors do likewise.

(b) Upon violation of any of the rules or regulations adopted as herein provided, or upon violation of any of the provisions of this Declaration, the By-Laws or the 4999 Parkway Community Association Architectural Standards by any Owner, all residents of the Lot, guests, tenants, employees, agents and contractors, the Association may levy fines against the Owner and his Lot as determined by the Board of Directors and/or suspend the voting rights of the Member. To enforce the rules and regulations or provisions of this Declaration, the By-Laws and the Architectural Standards, the Association, or any Owner may bring an action for specific performance, declaratory decree, injunction or damages. The prevailing party shall recover costs and attorney's fees in such suit.

c. Upon being notified that a violation of this Declaration, the By-Laws or the Architectural Standards exists within any Lot, the Board of Directors shall determine whether a violation actually exists. If the Board determines that a violation exists, the Board shall immediately complete a written Notice of Violation Attachment B hereto, and deliver to the Owner of the Lot within which the said violation exists. The Notice of Violation shall be sent by certified, return-receipt United States mail.

Section 6. Employees, agents and workers of the Association shall not be permitted to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, the said Association assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

ARTICLE IX UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. (a) The Association reserves for itself and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front and rear Lot line for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Association. By virtue of this easement it shall be expressly permissible for the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

(b) Developer hereby reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress and for drainage. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain drainage facilities and equipment on the Property, to excavate for such purposes and to affix and maintain pipes under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Developer and the Association reserve for itself and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of the surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and right expressly includes this right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up pavement or to take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer, or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Developer, or the Association, and shall not be constructed to obligate the Developer or the Association to take any affirmative action in connection therewith.

Section 3. Developer and the Association hereby reserve for itself and the Owners an easement over and under all lakes within the Property for drainage of surface water. An Owner may construct a bulkhead or otherwise alter the drainage system within his property only with the approval of the Board of Directors and the St. Johns River Water Management District (or the then controlling drainage authority). The cost of the construction of this alteration shall be the responsibility of the Owner. All future maintenance of the alteration shall be the responsibility of the Owner of the property upon which the alteration is located. The Owner of the property upon which the alteration is located shall be responsible to notify, in writing, any potential purchaser of the property of their responsibility for maintenance of the alteration. The Association and Permittee reserve the right to inspect any bulkhead or other alteration to determine the need for maintenance. Additionally, the Owner shall maintain the dry area of the pond (see Article V, Section 2 which describes in more detail the obligations of each Owner to maintain his lot in a neat, clean and attractive condition. The Permittee will maintain the drainage system in accordance with the existing permit.

Section 4. To the extent that any improvements constructed by Developer on or if any Lot encroaches on any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

Section 5. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

ARTICLE X GENERAL PROVISIONS

Section 1. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of Nassau County, Florida, after which time all of

said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding 75% of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effects.

Section 2. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 3. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 4. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, or the Association, by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 5. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 6. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 7. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(a) This Declaration may be amended at a duly called meeting of the Association where a quorum is present. Any amendment resolution must be adopted by a majority of all Members of the Association. An amendment so adopted shall be effective at the time that the copy of the amendment, which is signed by the President of the Association and certified by the Secretary of the Association, is recorded in the public records of Nassau County .

Section 8. Any and all legal fees, including but not limited to attorney's fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collected from the unsuccessful party to the action. If the unsuccessful party to the action is an Owner, said Owner shall remit the total amount of all legal fees to the Association within forty-five (45) days of the disposition of said

action. If remittance is not made with this specified time-frame, the amount shall be recorded as a lien against such Owner's Lot in favor of the Association.

Section 9. This Declaration shall be construed in accordance with the laws of the State of Florida. If any part of this Declaration is not consistent with the laws of the State of Florida or the county ordinances of Nassau County, Florida, only that particular section that is inconsistent with said laws or ordinances shall be invalid. All other sections of this Declaration shall remain valid, in effect, and enforceable.

Section 10. All rights and privileges herein conferred by the Developer shall be exercisable by such successor in title as is designated by Developer. In addition, all rights and privileges herein contained shall be assignable by Developer.

Exhibit A

4999 PARKWAY

A REPLAT OF A PORTION OF SUMMER WOODS SUBDIVISION, AS
RECORDED IN PLATBOOK 4, PAGES 33, & 34 OF THE
PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PLAT BOOK 5 PAGE 288

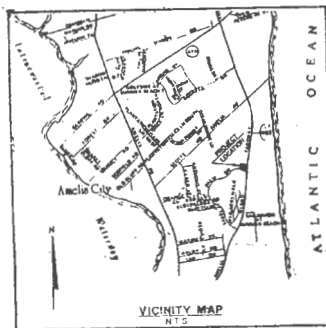
SHEET 1 OF 2

CAPTION:

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING IN AND BEING PART OF SUMMER WOODS, AS RECORDED IN PLAT BOOK 4, PAGES 33 AND 34, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUMMER WOODS, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF AMELIA ISLAND PARKWAY, A 112.5-FOOT RIGHT OF WAY AS NOW ESTABLISHED, AND A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF S.86°01'51"W., THENCE, SOUTHWESTERLY, BY AND ALONG SAID WESTERLY RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1500.00 FEET AND A DELTA OF 18°16'38", AN ARC DISTANCE OF 305.88 FEET (S.05°09'00"W., 304.20 FEET, CHORD BEARING AND DISTANCE), TO A POINT OF TANGENCY, THENCE, S.14°18'04"W., BY AND ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 202.98 FEET TO A POINT OF CURVATURE AND THE NORTHERLY RIGHT OF WAY LINE OF SANAL PALM ROAD (A 50-FOOT PRIVATE ROAD AS NOW ESTABLISHED), THENCE, BY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A DELTA OF 90°00'00", AN ARC DISTANCE OF 41.89 FEET (S.62°18'04"W., 37.16 FEET, CHORD BEARING AND DISTANCE), TO A POINT OF TANGENCY, THENCE, N.09°41'54"W., BY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.37 FEET TO A POINT OF CURVATURE, THENCE, BY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 350.00 FEET AND A DELTA OF 51°00'00", AN ARC DISTANCE OF 211.94 FEET (S.84°48'04"W., 201.36 FEET, CHORD BEARING AND DISTANCE), TO A POINT OF TANGENCY, THENCE, S.59°18'04"W., BY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 104.04 FEET TO A POINT OF CURVATURE, THENCE, BY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 375.00 FEET AND A DELTA OF 24°59'00", AN ARC DISTANCE OF 183.53 FEET (S.71°43'38"W., 162.24 FEET, CHORD BEARING AND DISTANCE), TO A POINT OF TANGENCY, THENCE, S.84°17'12"W., BY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 72.61 FEET TO THE SOUTHWEST CORNER OF SAID SUMMER WOODS, THENCE, N.23°03'34"W., BY AND ALONG THE WESTERLY BOUNDARY OF SAID SUMMER WOODS, A DISTANCE OF 424.89 FEET TO AN ANGLE POINT IN SAID BOUNDARY, THENCE, N.04°59'13"E., BY AND ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 112.02 FEET TO AN ANGLE POINT IN SAID BOUNDARY, THENCE, N.20°08'12"E., BY AND ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 182.09 FEET TO THE NORTHEAST CORNER OF SAID SUMMER WOODS, THENCE, N.85°00'18"E., BY AND ALONG THE NORTHERLY BOUNDARY OF SAID SUMMER WOODS, A DISTANCE OF 773.68 FEET TO AN ANGLE POINT IN SAID NORTHERLY BOUNDARY, THENCE, N.85°13'25"E., BY AND ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 80.74 FEET TO THE NORTHEAST CORNER OF SAID SUMMER WOODS AND THE POINT OF BEGINNING, CONTAINING 11.40 ACRES, MORE OR LESS.

NOTE: THE LANDS SURVEYED AND DESCRIBED HEREON CONTAIN ZERO ACRES OF WETLAND AND/OR JURISDICTIONAL AREAS.



ZONING CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

SIGNED THIS 19TH DAY OF December, 1988.

[Signature]
NASSAU COUNTY ZONING DIRECTOR

COUNTY HEALTH CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED BY ME THIS 19TH DAY OF Nov., A.D., 1988 FOR THESE LOTS TO BE DEVELOPED USING APPROVED PUBLIC WATER AND APPROVED PUBLIC SEWER.

[Signature]
NASSAU COUNTY HEALTH OFFICER

COMMISSION APPROVAL:

EXAMINED AND APPROVED THIS 20TH DAY OF December, A.D., 1988 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

[Signature]
COUNTY ATTORNEY

[Signature]
COMMISSIONER

[Signature]
COUNTY ENGINEER

[Signature]
PUBLIC SAFETY DIRECTOR 12-1-88

CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 71-339, LAWS OF FLORIDA OF 1971, FLORIDA STATUTE 377.061, AND IS FILED FOR RECORD AND RECORDED IN PLAT BOOK 5, PAGE 288, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS 22ND DAY OF December, A.D., 1988.

[Signature]
CLERK OF THE CLERK'S COURT

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE SUPERVISION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF FLORIDA STATUTE 377, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA.

SIGNED THIS 22ND DAY OF December, A.D., 1988.

[Signature]
CARL J. COURSON
FLORIDA REGISTERED SURVEYOR
NO. 3129

ADOPTION & DEDICATION:

THIS IS TO CERTIFY THAT EMERY/BURNEY, INC., A FLORIDA CORPORATION, UNDER THE LAWS OF THE STATE OF FLORIDA, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON, KNOWN AS 4999 PARKWAY, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED; THAT SOUTHEAST BANK, N.A., IS THE HOLDER OF RECORD OF MORTGAGES ON SAID LANDS, AND THAT THIS PLAT IS MADE IN ACCORDANCE WITH SAID SURVEY AND IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. NO PART OF SAID LANDS IS DEDICATED TO THE COUNTY OF NASSAU, STATE OF FLORIDA, NOR TO THE PUBLIC. ALL THE PROPERTY DESIGNATED ON THIS PLAT, ITS STREETS, RIGHT OF WAYS, AND EASEMENTS, IS AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF EMERY/BURNEY, INC., ITS SUCCESSORS AND ASSIGNS. EMERY/BURNEY, INC. DOES HEREBY GRANT TO PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND THEIR GUESTS, INVITEES, AND DOMESTIC HELP, AND TO DELIVERY, PICK-UP AND FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES, OF THE LAW, UNITED STATES MAIL, CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY EMERY/BURNEY, INC. OR ITS SUCCESSORS AND ASSIGNS TO SERVE THE LAND SHOWN ON THIS PLAT, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS, AND SUCH OTHER PERSONS AS EMERY/BURNEY, INC., OR ITS SUCCESSORS AND ASSIGNS, MAY FROM TIME TO TIME DESIRABLE, THE NON-EXCLUSIVE AND HEREDITARY RIGHT OF INGRESS OR EGRESS OVER AND ACROSS ALL RIGHT OF WAYS AND EASEMENTS. REGARDLESS OF THE PRECEDING PROVISIONS, EMERY/BURNEY, INC. RESERVES AND RETAINS THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS TO ANY PERSON WHO, IN THE OPINION OF EMERY/BURNEY, INC., MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR A NUISANCE ON ANY PART OF THE LAND SHOWN ON THIS PLAT.

EMERY/BURNEY, INC. OR ITS SUCCESSORS OR ASSIGNS, HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT AT ANY TIME, WITH THE CONSENT OF THE GOVERNING BODY OF ANY MUNICIPALITY OR OTHER GOVERNMENTAL BODY POLITICAL THEN HAVING JURISDICTION OVER THE LANDS INVOLVED, TO DEDICATE TO THE PUBLIC ALL OR ANY PART OF THE LANDS DESIGNATED AS RIGHT OF WAYS AND EASEMENTS.

EMERY/BURNEY, INC.
WITNESS: *[Signature]*
BY: *[Signature]*
WILLIAM E. EMERY
PRESIDENT

ATTEST: _____ (SEAL)

WITNESS: *[Signature]*
MARY R. DILLON

SOUTHEAST BANK, N.A.
WITNESS: *[Signature]*
BY: *[Signature]*
NICK V. CHRISTOPOLIS
VICE PRESIDENT

WITNESS: *[Signature]*

STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE THIS 7TH DAY OF December, A.D., 1988, BY JOEL E. EMERY, PRESIDENT, EMERY/BURNEY, INC.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:
August 30, 1991

STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE THIS 4TH DAY OF December, A.D., 1988, BY NICK V. CHRISTOPOLIS, VICE PRESIDENT, SOUTHEAST BANK, N.A.

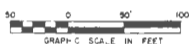
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:
August 30, 1991

COURSON & ASSOCIATES INC.
ONE TAN JOSE PLACE, SUITE 14
JACKSONVILLE, FLORIDA 32257
(904) 260-4233

4999 PARKWAY

A REPLAT OF A PORTION OF SUMMER WOODS SUBDIVISION, AS
RECORDED IN PLATBOOK 4, PAGES 33, & 34 OF THE
PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.



SCALE 1" = 50'



CURVE DATA				CHORD	
Curve ID	Bearing	Delta	Length	Tangent	Chord
C1	200.00	67°15'00"	234.79	133.21	221.50
C2	130.00	70°00'00"	180.00	100.00	173.21
C3	100.00	29°15'00"	101.20	51.91	90.58
C4	100.00	70°00'00"	180.00	100.00	173.21
C5	100.00	70°30'00"	137.16	81.91	138.74
C6	100.00	100°00'00"	253.98	141.42	214.01
C7	100.00	30°15'15"	55.98	29.83	51.17
C8	100.00	70°00'00"	180.00	100.00	173.21
C9	100.00	53°15'00"	118.00	63.79	126.26
C10	100.00	50°00'00"	193.20	113.51	184.07
C11	100.00	70°00'00"	180.00	100.00	173.21
C12	100.00	17°56'30"	70.25	35.51	71.73
C13	100.00	70°00'00"	180.00	100.00	173.21
C14	129.00	70°00'00"	170.33	3.51	170.33
C15	100.00	60°00'00"	246.47	141.42	214.01
C16	100.00	70°00'00"	180.00	100.00	173.21
C17	100.00	70°00'00"	180.00	100.00	173.21
C18	50.00	89°14'30"	41.97	22.81	41.65
C19	100.00	70°00'00"	180.00	100.00	173.21
C20	100.00	60°00'00"	246.47	141.42	214.01
C21	100.00	70°00'00"	180.00	100.00	173.21
C22	100.00	70°00'00"	180.00	100.00	173.21
C23	100.00	70°00'00"	180.00	100.00	173.21
C24	229.00	17°56'30"	41.19	20.38	51.00
C25	50.00	70°00'00"	180.00	100.00	173.21
C26	100.00	70°00'00"	180.00	100.00	173.21
C27	50.00	51°11'30"	46.63	23.95	43.07
C28	100.00	70°00'00"	180.00	100.00	173.21
C29	29.00	72°32'30"	31.05	18.14	29.58
C30	100.00	70°00'00"	180.00	100.00	173.21
C31	329.00	41°24'30"	38.12	15.13	38.08
C32	50.00	60°14'20"	11.88	5.87	11.61
C33	50.00	56°52'22"	49.63	27.07	40.67
C34	50.00	47°49'12"	31.88	16.40	30.94
C35	50.00	42°37'11"	25.00	13.77	25.34
C36	50.00	42°37'11"	25.00	13.77	25.34
C37	50.00	58°26'11"	50.01	27.38	48.86
C38	50.00	42°37'11"	25.00	13.77	25.34
C39	175.00	10°48'18"	33.01	16.55	32.92
C40	175.00	10°48'18"	33.01	16.55	32.92
C41	175.00	20°51'22"	109.52	56.63	107.74
C42	175.00	20°51'22"	109.52	56.63	107.74
C43	175.00	20°51'22"	109.52	56.63	107.74
C44	175.00	20°51'22"	109.52	56.63	107.74
C45	229.00	10°48'18"	33.01	16.55	32.92
C46	50.00	17°56'30"	70.25	35.51	71.73
C47	50.00	17°56'30"	70.25	35.51	71.73
C48	50.00	17°56'30"	70.25	35.51	71.73
C49	50.00	17°56'30"	70.25	35.51	71.73
C50	50.00	17°56'30"	70.25	35.51	71.73
C51	50.00	17°56'30"	70.25	35.51	71.73
C52	50.00	17°56'30"	70.25	35.51	71.73
C53	50.00	17°56'30"	70.25	35.51	71.73
C54	50.00	17°56'30"	70.25	35.51	71.73
C55	50.00	17°56'30"	70.25	35.51	71.73
C56	50.00	17°56'30"	70.25	35.51	71.73
C57	50.00	17°56'30"	70.25	35.51	71.73
C58	50.00	17°56'30"	70.25	35.51	71.73
C59	50.00	17°56'30"	70.25	35.51	71.73
C60	50.00	17°56'30"	70.25	35.51	71.73
C61	50.00	17°56'30"	70.25	35.51	71.73
C62	50.00	17°56'30"	70.25	35.51	71.73
C63	50.00	17°56'30"	70.25	35.51	71.73
C64	50.00	17°56'30"	70.25	35.51	71.73
C65	50.00	17°56'30"	70.25	35.51	71.73
C66	50.00	17°56'30"	70.25	35.51	71.73
C67	50.00	17°56'30"	70.25	35.51	71.73
C68	50.00	17°56'30"	70.25	35.51	71.73
C69	50.00	17°56'30"	70.25	35.51	71.73
C70	50.00	17°56'30"	70.25	35.51	71.73
C71	50.00	17°56'30"	70.25	35.51	71.73
C72	50.00	17°56'30"	70.25	35.51	71.73
C73	50.00	17°56'30"	70.25	35.51	71.73
C74	50.00	17°56'30"	70.25	35.51	71.73
C75	50.00	17°56'30"	70.25	35.51	71.73
C76	50.00	17°56'30"	70.25	35.51	71.73
C77	50.00	17°56'30"	70.25	35.51	71.73
C78	50.00	17°56'30"	70.25	35.51	71.73
C79	50.00	17°56'30"	70.25	35.51	71.73
C80	50.00	17°56'30"	70.25	35.51	71.73
C81	50.00	17°56'30"	70.25	35.51	71.73
C82	50.00	17°56'30"	70.25	35.51	71.73
C83	50.00	17°56'30"	70.25	35.51	71.73
C84	50.00	17°56'30"	70.25	35.51	71.73
C85	50.00	17°56'30"	70.25	35.51	71.73
C86	50.00	17°56'30"	70.25	35.51	71.73
C87	50.00	17°56'30"	70.25	35.51	71.73
C88	50.00	17°56'30"	70.25	35.51	71.73
C89	50.00	17°56'30"	70.25	35.51	71.73
C90	50.00	17°56'30"	70.25	35.51	71.73
C91	50.00	17°56'30"	70.25	35.51	71.73
C92	50.00	17°56'30"	70.25	35.51	71.73
C93	50.00	17°56'30"	70.25	35.51	71.73
C94	50.00	17°56'30"	70.25	35.51	71.73
C95	50.00	17°56'30"	70.25	35.51	71.73
C96	50.00	17°56'30"	70.25	35.51	71.73
C97	50.00	17°56'30"	70.25	35.51	71.73
C98	50.00	17°56'30"	70.25	35.51	71.73
C99	50.00	17°56'30"	70.25	35.51	71.73
C100	50.00	17°56'30"	70.25	35.51	71.73

GENERAL NOTES

- 1 N DENOTES PERMANENT REFERENCE MONUMENT SET
2 * PERMANENT CONTROL POINTS TO BE SET AS REQUIRED
3 BEARINGS ARE BASED ON SUMMER WOODS SUBDIVISION
4 AS RECORDED IN PLAT 10, BOOK 18, AND PLAT 15,
5 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA
6 C1 DENOTES TABULATED CURVE DATA.
7 * DENOTES IRON PIPE
8 MINIMUM BUILDING SETBACK LINE
9 FRONT IS FEET UNLESS OTHERWISE SHOWN
10 SIDE 10% OF LOT WIDTH (A MINIMUM OF 10 FEET)
11 REAR 25 FEET
12 THIS LOT IS SUBJECT TO ANY RESTRICTIONS OF RECORD
13 THAT MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU
14 COUNTY
15 BENCH MARK ELEVATIONS SHOWN HEREON ARE
16 BASED ON N.G.V. DATUM
17 PROPERTY SHOWN HEREON LIES WITHIN FLOOD ELEVATION
18 ZONE SHOWN ON F.B.M. FLOOD ELEVATION MAP, COMM. 115 (16) 110
19 NASSAU 110 & C-2C.

COURSON & ASSOCIATES INC.
ONE SAN JOSE PLACE SUITE 24
JACKSONVILLE, FLORIDA 32257
(904) 260-4233

ATTACHMENT B
to the Covenants, Conditions, Restrictions and Easements of the
4999 Parkway Community Association
Notice of Violation

TO:

Property Owner Name

Address of Property where violation exists

DATE OF NOTICE: _____

The Board of Directors of the 4999 Parkway Community Association has determined the existence of a violation of the governing documents on your property. This document serves as official notice of the violation. The violation must be rectified within thirty (30) days of this notice. Failure to rectify the violation, and bring the property into full compliance with the governing documents of the Association will result in further action by the Board, in accordance with the appropriate sections of the governing documents. By initialing below, the Board Member certifies that they have read and agree with the claim of violation.

The Board represents the 4999 Parkway Community Association, and may not necessarily be the originating complainant of this violation. However, it is within the authority and responsibility of the Board to act on behalf of the voting members of the Association.

The purpose of the governing documents and this notice of violation are to assure that our community remains aesthetically pleasing, and to preserve the quality of life within our community. Therefore, the Board is willing to work directly with the homeowner concerning the violation in an effort to reach the goals stated above. If you have any questions, please contact the President of the Association.

The specific violation is as follows:

In the space below, cite the governing document, the page, paragraph, heading and other information that defines the restriction.

In the space below, describe in detail how the property is currently in violation of said restriction. Specify the action the owner must take to be in compliance with the restriction.

Director

**ATTACHMENT C
TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF THE
4999 PARKWAY COMMUNITY ASSOCIATION
ARCHITECTURAL STANDARDS**

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PART 1 - NEW CONSTRUCTION

I. ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW BOARD

A. Preamble. It is the intent of the residents to preserve and enhance the unique natural environment of "4999 Parkway Community". As is typical of much of the Southeastern coastal areas, the land is basically heavily wooded, but relatively flat with gentle slopes and minimal changes in elevations to the edge of the marshes and lakes. Experience has shown that careful attention during the design and construction stages is required to insure that the finished home will be compatible with the original site. The Architectural Review Board (ARB) recommends, therefore, that lot owners and their designers and contractors inspect their lot with a representative from the ARB prior to initiation of design and construction.

B. Necessity of Architectural Review and Approval. No building, improvement, alteration, change, addition or structure of any kind shall be commenced, erected, placed or maintained upon any Residential Parcel, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the ARB. It shall be the burden of each Owner to supply preliminary and completed plans and specifications to the ARB and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner/Member.

C. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of a minimum of (3) members who need not be members of the Association. Members of the ARB shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association. Two members of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB shall be filled by the Board of Directors of the Association.

D. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(1) To propose modifications and/or amendments to the Architectural Standards as may be required or appropriate. Any proposed modification or amendment to the Architectural Standards shall be consistent with the provisions of other governing documents of the Association, and shall not be effective until adopted by a majority of the members of the Association at a meeting duly called and noticed at which a quorum is present and voting. Property owners will be provided a copy of any modifications or amendments to the standards.

(2) To require submission to the ARB of a final application by each Owner and complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind which is proposed upon any Residential Parcel in the Subdivision. Applications shall be signed by the Owner thereof and contract vendor, if any. The ARB shall also require submission of samples or photos of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(3) To approve or disapprove any building, change, alteration, improvement or structure of any kind, which is proposed upon any Residential Parcel in the Subdivision and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be subject to review and reversal of the Board of Directors. All approvals and disapprovals shall be documented in writing as specified in paragraph "F" of this section.

(4) To require that all contractors and subcontractors who will perform any work on a Residential Parcel shall be properly licensed by the State of Florida and Nassau County, professionally competent; and insured as required by law.

(5) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees shall be payable to ARB at the time that plans and specifications are submitted to the ARB.

E. Payment of Fee. The ARB requires a fee of \$100 (one hundred dollars) to be submitted with the application for the original major home construction.

(1) The fee will be payable at the time of a preliminary plan submission.

(2) If a major modification of an approved plan is voluntarily submitted by an owner, an additional fee of \$100 (one hundred dollars) will be payable to the ARB.

(3) Minor modifications or improvement plans may be submitted for approval with no additional fee. However, if the members of the ARB, or if the duties of the ARB are completed by an independent, private representative or group that is not comprised of

members of the Homeowners Association, and if said representative or group receives payment for such services from the Homeowner's Association, the Association may establish a reasonable fee of not more than \$50 per submission as described in this subsection.

F. Procedure for Approval of Plans. The ARB shall note in writing the date of receipt of all submitted applications, plans and modifications. The ARB shall approve or disapprove the preliminary and the final applications and plans as soon as possible and the applicant so notified. Notification to the owner shall be made by the ARB in writing, with copies to all interested parties (such as architect, builder, attorney, etc.) within forty-five (45) days of the receipt of the submission to the ARB.

If within forty five (45) days after each has been submitted to the ARB in proper form, the Board has not rendered a decision, the plans shall be deemed to have been approved as long as they meet and satisfy the standards set out herein and in the Declaration of Covenants, Conditions, Restrictions and Easements for 4999 Parkway Community Association, Inc., and the codes, laws and ordinances of Nassau County and the State of Florida.

Notwithstanding the above, if any segment of any plan or modification is approved by the ARB, but does not comply with codes, laws and ordinances of Nassau County and the State of Florida, the codes, laws and ordinances of Nassau County and the State of Florida shall take precedence.

If, after plans and application have been approved by the ARB, the Owner or Owner's Architect, Builder, Contractors, or Subcontractors, fail to follow the approved plans at any time, the ARB may order the Owner to cease work on the structure. The ARB may require the Owner to remove, reverse or otherwise alter the completed part of the plans to bring that plan into full compliance with the approved plans.

The applications and plans submitted to the ARB shall meet the following standards:

(1) The preliminary application shall be submitted in duplicate and in "sketch" form and shall include:

(i) a tree survey at a scale of 1" = 20' showing all trees more than 6" in diameter at three feet above ground, and all trees to be cleared prior to construction. Trees larger than 8" in diameter at a height of 4 feet or higher may not be removed without the specific written approval of the ARB.

(ii) a topographic survey at 1/8" = 1'0", Note: An engineering survey and impact study is required to demonstrate that any change in topography will not interfere with drainage on adjacent properties or on any property within the 4999 Community.

(iii) landscape plan showing location, quantity, and species of all plants, trees shrubs and ground cover to be used.

(iv) a suggested layout of home on lot at 1/8" = 1'0" location of all decks, pools, patios, driveways and utility routing, etc.,

(v) dimensioned floor plan at 1/4" = 1' and an indication of materials and colors to be specified for exterior walls, roofs, window trims and exterior trim, etc.,

(vi) sketch of improvement showing exterior elevations from four sides of house.

(2) Upon approval of the preliminary application, if submitted, a final application shall be filed in duplicate and shall include everything required on preliminary application and in addition the following:

(i) photos, actual samples or adequate descriptions of exterior material with specified paint colors applied to those materials.

(ii) identification of the general contractor when employed by the owner to perform the required work.

(3) The ARB may waive the submission of the preliminary application at their discretion.

(4) Final application shall not be approved until the Owner tags all trees on the lot which are scheduled for removal and stakes out the perimeter of any proposed improvements for ARB review and approval.

(5) In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association or the ARB, neither the ARB nor the Association shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any Member or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Association or the ARB. Approval of any plans by the ARB does not in any way warrant that the improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the Nassau County Florida Building and Zoning Department.

(6) The ARB will be evaluating each home application for consistency of style to existing homes in this community. It is possible, therefore, that a home might meet the individual criteria delineated in these standards and still not receive approval due to the overall style or elevation of the proposed home plan.

G. Appeal Process

Within 10 working days of receiving the Architectural Review Board Decision of Disapproval – Applicant must submit a written request for an “Appeal Before the 4999 Parkway Community Association Board of Directors” to the ARB. The request must indicate the reason for the appeal, whether:

1. Proper procedures were followed during the application and review process;
2. The applicant was not given fair consideration, or
3. The Architectural Review Board decision was arbitrary and/or had no rational basis.

Appeal Hearing Procedures

Within fifteen (15) days of receipt of a request for an “Appeal Before the 4999 Parkway Community Association Board of Directors”, an Appeal Hearing will be scheduled. Appeal hearing procedures are as follow:

1. Each Appeal Hearing is scheduled for a maximum of 30 minutes, exclusive of questions from the Board of Directors.
2. Presentation by the Architectural Review Board on the Decision of Disapproval – 5 minutes.
3. Presentation by the Applicant – 5 minutes.
4. The applicant is entitled to be represented by their own legal counsel. If the applicant will be represented by legal counsel, the applicant is required to notify the 4999 Parkway Community Association ARB no later than 10 business days before the scheduled Appeal Hearing. Advance notice is required to permit 4999 Parkway Community Association Homeowners Association legal counsel to be present.
5. Rebuttal by Architectural Review Board – 5 minutes.
6. Rebuttal by applicant – 5 minutes.
7. Questions from Board of Directors.

At the conclusion of the hearing, the Board of Directors will vote on the appeal. The Applicant will be notified in writing of the Board of Directors decision within 10 business days.

H. Declaration of Covenants, Conditions, Restrictions and Easements - Concurrence

1. Nothing herein is to be construed to replace, override or reverse the

requirements of the Declaration of Covenants, Conditions, Restrictions and Easements for 4999 Parkway Subdivision. If a conflict between the Architectural Standards and the Declaration is found to exist, the language of the Declaration shall prevail.

2. The Architectural Standards as written herein are incorporated into the Declaration of Covenants, Conditions, Restrictions and Easements of the 4999 Parkway Community Association as "Attachment B" and carry an equal requirement for compliance as stated in said document.

II. CHECKLIST FOR SUBMISSION OF PLANS - NEW CONSTRUCTION

PRELIMINARY PLANS

Two sets of plans with completed application form and submission fee of \$100.00 made payable to 4999 Parkway Community Association, Inc. are required. The application and fee must accompany all plans at the time of submission. Plans shall include tree survey and boundary survey of existing property site plan to scale, overlaid on tree survey, indicating all structures and other improvements to be included in the scheme with an indication of trees to remain and trees to be removed, key elevation drawings, indication of colors and materials.

Plans must be submitted to the offices of the ARB at:
4999 Parkway Community Association, Inc.
P.O. Box 16813
Fernandina Beach, Florida 32035

**Property owners may contact the ARB for the scheduling of ARB meetings concerning submission, through contact either with a member of the ARB or the President of the Association.*

ARCHITECT'S SITE VISIT AND DESIGN CRITERIA CERTIFICATION

If desired, Owners may submit a letter stating that the Owner has appointed an architect or contractor to represent said Owner to the ARB. Otherwise, all correspondence will be directly between the ARB and the owner.

FINAL PLANS

Site plans: All plans shall be submitted in consistent scale. Unless otherwise required or impractical, scale shall be 1/8" = 1.0" or 1" = 10'0" for all submissions. Site plans must depict:

- a. Access street(s) and walkway(s), drives and other exterior improvements.

- b. A survey with spot (4 corners) topographic elevations.
- c. Foundation plan.
- d. Exterior lighting plan.
- e. Interior lighting and elements which may be readily visible from the outside.
- f. Service yards.
- g. Service entry to lot, of water, electricity and telephone
- h. Location and species of trees as indicated on the tree survey. Indicate trees to be removed. No trees larger than 8" in diameter and at a height of 4 feet or higher may be removed without written approval of the ARB.
- i. Site plan to scale, overlaid on the tree survey indicating all structures and other improvements to be included in the scheme with an indication of trees to remain and trees to be removed (at the same scale as boundary/tree survey).
- j. Location and identification of special features (e.g. drainage ditch, nearby lagoon, easements, adjacent structures, tennis courts, etc.). Note: Adjacent structures including previously built residences shall be depicted in relationship to property lines.
- k. Location of contractor's I.D. sign and portable outdoor toilet facilities.

ARCHITECTURAL DRAWINGS: All drawings must also include:

- a. Total enclosed heated/air conditioned square footage (stated by floor in case of multi-floored residences).
- b. Floor plans - including an exact computation of the square footage of each floor. (Include treatment of building from grade to floor in elevated buildings.)
- c. Detailed drawings of:
 - i. Typical wall section
 - ii. Patio wall section if appropriate
 - iii. Other features desirable for clarification;
 - iv. Exterior walls, screens, pools, etc.
- d. Complete identification of all colors and materials. Samples or photos of exterior materials and colors must be submitted at the time final plans for construction are submitted to the ARB.
- e. Complete landscape plans to scale indicating number, size and species of specimens to be installed, and showing locations of grass lawn areas, natural areas and locations of each.

III. ARCHITECTURAL & CONSTRUCTION STANDARDS

A. Building Type. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot in "4999 Parkway Community" other than one detached single-family residence containing not less than two thousand one hundred (2,100) square feet for single story buildings and two thousand four hundred (2,400) square feet for two story buildings, such square floor area (exclusive of open or screen porches, patios, terraces, garages and carports) having a private and enclosed garage for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no tool or storage room may be constructed separate and apart from the Dwelling Unit nor can any such structures(s) be constructed prior to construction of the main residential Dwelling Unit.

B. Elevations. Exterior design must be unique and may not be repeated among dwelling designs.

C. Layout. No foundation for a building shall be started, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Residential Parcel in its most advantageous position. The ARB recommends that the layout reflect adequate provisions to protect remaining trees on the lot, such as barricades, spraying and topping.

D. Lot Siting. Set back restrictions shall be as set forth on the plan or in any supplemental restrictions made pursuant to the terms hereof. A Dwelling Unit may be located upon a single platted Lot or a combination of platted Lots and in such event the side set back lines shall apply to the outermost Lot side restriction lines. The ARB shall have the right to impose additional set back requirements for all Lot lines to preserve line of sight of neighboring properties.

Unless waived by the ARB, the main dwelling located on each Lot shall be placed no closer than twenty (20) feet from the front lot line, ten (10) feet from the side lot line or twenty (20) feet from the rear lot line.

E. Garages. Garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. Garages must be large enough to accommodate two vehicles. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of ten (10) feet in width. All overhead doors shall be kept closed when not in use. No open or covered carports are permitted. Side-entry garages are required except when side entry is impractical. However, the ARB must approve front entry garages prior to construction of the dwelling.

F. Height Limitations. No structure shall exceed two stories and shall not exceed a maximum of thirty-five (35) feet in height.

G. Lot Size: No Lot which has been improved by the construction of a single family Dwelling Unit shall be further subdivided or separated into smaller lots by any Owner; provided that this provision shall not prohibit corrective deeds or similar corrective instruments. The Owner shall have the right to modify the subdivision plats of the Property provided that all Owners of the affected Lots consent to such modification which consent shall not be unreasonably withheld.

H. Driveways: Driveways must be paved with a hard surface, including asphalt, concrete or brick pavers, brick, or exposed aggregate, etc. All drives must be placed at least five (5) feet from adjacent properties to allow for landscape material. Exceptions to these requirements must be approved by the ARB.

I. Exterior Wall Finishes. Suggested exterior finishes include but are not limited to stucco, approved external coating system, brick, wood shingles, lapped board siding, limestone, coquina, or coral block, or a combination of these materials. Unfinished non-architectural exposed concrete block shall not be permitted on the exterior of any building or detached structure.

J. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Owner or his representative must submit to the ARB prior to initial construction and development upon any Residential Parcel a color plan showing the color of the entire exterior of all construction including but not limited to the roof, exterior walls, shutters, trims, etc. Paint colors approved for use are noted on the color wheel which is maintained by the Board of Directors. No color other than those marked as approved may be used. It is not necessary to obtain the paint from the manufacturer shown on the approved color wheel. However, the paint selected must match said approved colors. The Board shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms to the natural color scheme of and for the Subdivision.

K. Roof. Roof material may be metal, terracotta tile or asphalt/fiberglass shingle (30-year grade reinforced shingles) with a minimum slope of 7 in 12. Flat roofs are not acceptable. Pool enclosures may have screen roofs.

Roof attachments, whether ornamental or functional, such as lightning rods, ridge caps, weather vanes, oversized fireplace flues, observations towers, etc. shall require specific approval of the ARB.

All roof accessories, such as vent stacks and roof vents, shall be painted to of a material to match the roof color. Vents, wherever possible, shall be located away from entry elevations. No raw aluminum or galvanized flashing is allowed where visible.

Solar panels must be located on the rear side of roof and may be flush or

elevated. If elevated, the panels shall not extend above the roof peak. No other mounting locations or styles are acceptable.

L. Maintenance During Construction and Garbage and Trash Containers.

All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an approved enclosure constructed or placed with each dwelling in a location approved by the ARB. All Residential Parcels shall be maintained during construction in a neat, nuisance-free condition. An adequate construction dumpster must be used. Burning is not permitted. Owner agrees that the ARB shall have the discretion to rectify any violation of this subsection, with or without notice, and that the owner shall be responsible for all expenses incurred by the ARB thereby, which expenses shall constitute a Special Assessment.

M. Maintenance During Construction. All Lots shall be maintained during construction in a neat, nuisance-free condition. An adequate construction dumpster must be used. Burning is not permitted. Owner agrees that the ARB or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the ARB thereby, which expenses shall constitute a Special Assessment.

N. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain at any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway. Nothing shall be permitted to remain within such distances of such intersections to prevent obstructions of safe sight lines.

O Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

P. Waiver of Architectural Planning Criteria. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner of the Subdivision; provided, however, the ARB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interests of the Subdivision and the deviation requested is compatible with the character of "4999 Parkway Subdivision". A waiver shall be evidenced by an instrument signed and executed by the ARB upon approval by a majority of its members.

If one Member elects to purchase two (2) adjoining Residential Parcels and use one for recreational purposes, the Residential Parcel used for recreational purposes must be adequately screened by landscaping and/or walls or fences on both the front and side

as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

END OF PART I

PART 2 – EXISTING STRUCTURE

Where the term “Application for Approval Required” appears in the following descriptions of standards, application from the Owner shall be made in writing to the Architectural Review Board (ARB), signed and dated by the Owners. The ARB shall note the date of receipt of the application for approval. Notification to the owner shall be made by the ARB in writing, with copies to all interested parties (such as architect, builder, attorney, etc.) within forty-five (45) days of the receipt of the submission to the ARB.

The ARB shall notify the Owner of their decision for approval or disapproval of the application, utilizing the same format and process as stated in Part 1, Section I, Paragraph F of this document. The Appeal Process, as stated in Part 1, Section I, Paragraph G shall also apply to Part 2 of this document.

I. GENERAL USE AND ARCHITECTURAL STANDARDS GUIDELINES

AIR CONDITIONING UNITS All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.



Not Authorized. No window or wall air conditioning units shall be permitted.

ALTERATION AND ADDITIONS

**** **MUST BE CONSIDERED AT AN ARB MEETING** ****



Application for Approval Required. Major alterations are generally considered to be those that substantially alter the existing structure either by subtraction or addition to existing structures. Major building alterations include, but are not limited to, construction of driveways, garages, porches, rooms, gazebos, fireplaces, chimneys or other additions to a home, etc. Major alterations require property owners must submit an *Application* and obtain ARB approval prior to commencement of work. The following guidelines apply to all major exterior.

1. The design of major alterations will be compatible in scale, materials and color with the applicant's house and adjacent houses.
2. The location of major alterations shall not impair views, inhibit or reduce sunlight and natural ventilation on adjacent properties.

3. Pitched roofs shall match the slope of the roof on the applicant's house.
4. New windows and doors shall match the type used in the applicant's house and shall be located in a manner that relates to the exterior openings in the existing structure.
5. If changes in grade or other conditions that will affect drainage are anticipated, they must be indicated.
6. Construction materials shall be properly stored so that safe conditions are maintained on the lot and that view of the materials from neighboring properties is minimized.
7. Excess construction material must be removed immediately upon completion of work.

ANTENNA & SATELLITE DISHES



Not Authorized. No aerial or antenna, including large satellite dishes, shall be placed or erected upon any Residential Parcel, or affixed in any manner to the exterior of any building in the Subdivision.



Authorized. Antennas, if any, shall be built into the attic space of the home.

Owner may erect no more than two (2) satellite dishes, each one no larger than 36" in diameter, provided that the satellite dishes are not placed forward of the front line of the house.

ATTIC & GABLE VENTILATORS



Authorized. Installation or replacement of attic/gable ventilator that conforms to the following criteria is approved.

- Attic ventilator shall be as small in size as functionally possible.
- Attic ventilator shall be painted or designed to match the roof color.
- Gable ventilators shall be painted to match the color of the house or trim.

AWNINGS



Not Authorized. Awnings of all types are prohibited.

BARBEQUES

See Grills

BIRDBATHS



Authorized. Only birdbaths that meet the following criteria are approved.

- Birdbaths shall not exceed four (4) feet in height.
- Birdbaths shall not be visible from the front area of the Lot.

CARPET



Not Authorized. Installation and use of indoor/outdoor carpet or artificial grass on the exterior area of any Lot, including but not limited to porches, patios, or decks, is prohibited

CHIMNEYS



Application for Approval Required for approval for any chimney or metal flue installed after the completion of the original construction of the dwelling.

The following criteria must be met for ALL chimneys and metal flues:

- Chimney dimensions shall be compatible in scale to the structure; however, the minimum size shall be 2'-6" x 4'-6".
- All exposed surfaces of chimneys shall be of masonry or stucco with covered flue endings.
- Prefab metal fireplaces are acceptable within a residence; however, the exposed metal flue must be totally covered with approved materials.
- No prefabricated metal spark arrestors or flue tops may be exposed to view.

CLOTHESLINES



Authorized. Clotheslines that conform to the following are approved.

- Only portable clotheslines are permitted and must be located in the rear yard.
- Clotheslines shall be removed when not in use.

COMPOST BIN



Application for Approval Required. Structural frame of a compost bin shall be constructed of wood or man-made materials, including but not limited to recycled plastic lumber and PVC. Consideration will be given to compost bins made from man-made materials, in earth tones of green, gray, brown, tan, colors that are consistent with surrounding area or with the approved color scheme of the existing house, deck and/or fence. Frames made from man-made materials shall be of a color to approximate natural wood.

1. Compost bin must be located in the rear yard and a minimum of three (3) feet from the property lines.

2. Compost bin must not exceed four (4) feet in height and have a footprint (length x width) of not to exceed (16) square feet.
3. Compost bin must be screened on sides facing adjacent properties.
4. Compost bin must hold yard waste only. No household or food waste is permitted.
5. One compost bin is permitted per lot.
6. Compost and bin must not produce an odor noticeable from adjacent properties.

DECKS AND PATIOS

Elevated Decks and Patios



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to the construction of an elevated deck. An elevated deck is defined as a deck whose finished horizontal level surface rises 12" (inches) or more above grade at any point.

Elevated decks built as part of the original house construction do not require an approved *Application* on file with the LRR Homeowners Association. If cited for a violation, the homeowner shall indicate in writing for the record that the deck was installed by the builder as part of the original house construction. The deck must be maintained in its original material and design. Changes to the original material or design require submission for approval of an *Application*.

1. All elevated decks shall be attached to the house.
2. Decking shall be constructed of wood or man-made materials, including but not limited to recycled plastic lumber and PVC. Decking structure made from man-made materials will be considered approved if the color approximates natural wood.
3. Rust-resistant hardware shall be used in the construction of an elevated deck.
4. Restrictions on decking color shall be in accordance with the STAIN section of this document.
5. The construction of any elevated deck may result in changes in grade or other conditions that may affect drainage. Drainage changes will be managed within the property so as not to adversely affect adjacent properties or Open Space. The property owner requesting the elevated deck will be required to warrant in writing that no adverse drainage conditions result from the alteration to his or her property.
6. Elevated decks must be installed wholly within lot lines and not encroach on

adjacent properties or Open Space.

7. All elevated decks must show the exact relationship with property lines on the application.
8. The *Application* must include detailed information about any proposed built-in vertical features that exceed twelve (12) inches in height such as railings, benches, etc.
9. The deck must be maintained in its original material and design. Changes to the original material or design require submission for approval of an *Application*.

Ground Level Decks and Patios



Application for Approval Required. Ground level decks and patios must conform to the following criteria. Changes to the original material or design require submission and approval of an *Application*.

1. Decking may be constructed of wood or man-made materials, including but not limited to recycled plastic lumber and PVC. Decking structure made from man-made materials will be considered provided that the color approximates natural wood.
2. Patios may be made from flagstone, river rock, brick, wood, recycled plastic lumber, concrete, slate, stone, or manufactured aggregate products.
3. Rust-resistant hardware shall be used in the construction of patios or decks.
4. Patios and decks must be installed wholly within lot lines and not encroach on adjacent properties or Open Space. The homeowner installing the patio or deck shall provide a drawing of the design on the lot plat.
5. Restrictions on decking color shall be in accordance with the STAIN section of this document.
6. The patio or deck must be maintained in its original material and design. Changes to the original material or design require submission for approval of an *Application*.
7. Patio or deck shall be constructed of only one of the approved materials.
8. Patio or deck shall be located in the rear yard.
9. Patio or deck shall be less than or equal to 1/3 of the square footage of the rear yard.

DECORATIVE OBJECTS (EXTERIOR)

Permanent



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of any permanent or exterior decorative objects that are larger than 42 inches in any dimension.

Temporary or Seasonal



Authorized. Temporary or seasonal decorations that conform to the following criteria are *Approved*.

1. Exterior Holiday Decorations may be displayed on a resident's property not more than 45 days prior to a specific holiday.
2. Decorations must be removed no later than 10 days after the holiday.
3. Any exterior storage of items must be out of sight.

DOG HOUSES



Not authorized. Dog Houses of any kind are not authorized.

DOORS AND WINDOWS (EXTERIOR)



Authorized. Windows shall be carefully proportioned and located to enhance both the exterior appearance and interior light quality and views. All exterior doors must be wood, metal or fiberglass. Window and door frames are to have anodized aluminum, vinyl or painted finishes. No sliding glass doors are to be visible from the main or side streets.

Houses shall not have openings (doors and windows) which total more than 35% of the exterior wall area. All residences whatever the percentage, shall conform to the Florida Energy Code requirements.

While tinted glass is acceptable, no foil or reflective material shall be used on any windows. Roof overhangs and shutters are appropriate sun screening devices.



Authorized. Replacement windows that are identical in size, style and color to that currently installed on the structure, are *Approved*.



Application for Approval Required. Property owners must submit an *Application* and obtain ARB Approval prior to installation of replacement windows that are of a different size, style or color to those currently installed.

DRAINAGE HOSES AND PIPES



Authorized. Drainage hoses must conform to the following:

1. Plastic drainage hoses longer than 2' must be buried.
2. Consideration shall be given to minimize the visual impact of all plastic drainage hoses.

DRIVEWAY ADDITIONS AND EXPANSIONS



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of driveway additions or expansions. Driveway additions will be reviewed using the criteria outlined in the *CONSTRUCTION (Major Addition)* section.

DRIVEWAY RESURFACING



Authorized. Driveways that are resurfaced with the same materials and in the same style and color as the original driveway are *Approved*.



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to resurfacing a driveway using new materials or changing the style or color of the driveway.

FENCES



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation or replacement of a fence.

These guidelines apply to ALL FENCES:

1. Rust-resistant hardware shall be used in the construction of the fence.
2. All applications for the installation of fences must show the exact relationship to property lines.
3. All fencing must be installed with the finished side facing out.
4. Electronic/Radio Controlled Fencing that is advertised as "Invisible Fencing" is permitted. The exterior control box or panel shall be located so that it is not visible from the street.
5. Fencing may only be installed in the back and side yards. Fences must be set back 15 feet of the front line of the house. Fencing in the front yard is not

permitted

6. Chain-link and wire fences shall be NOT permitted anywhere on the lot.
7. Fencing to secure whirlpools or pools within the yard is only permitted with prior ARB approval.

In addition to the guidelines for ALL FENCES, the following guidelines apply to PRIVACY FENCES:

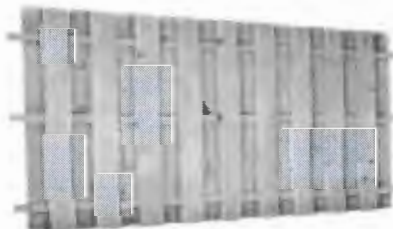
1. Fences must be constructed of wood, vinyl or composite materials that are woodgrain in appearance. Unless otherwise approved by the ARB, the vinyl or composite materials that are currently approved include Freedom Vinyl Fencing in "Woodgrain Beige" coloring or "Woodgrain Slate" coloring, and ArborLife fencing in "Cedar" coloring.
2. See **STAIN** section of this document for color restrictions on all fences made from wood.
3. Fences shall not be less than six (6) feet and not more than seven (7) feet as measured from the ground.
4. Fence style must conform to one of the following:



a. Board-on-board



b. Dog-eared



c. Shadowbox

In addition to the guidelines for ALL FENCES, the following guidelines also apply to DECORATIVE FENCES:

1. Decorative fences must be ornamental aluminum fences or decorative metal fencing only.
2. Decorative fences must be at least 48" in height, but no higher than 7 feet from the ground.
3. All decorative fences must be black in color.
4. All decorative fences must be either enamel or powder-coated.
5. Only traditional spear-top or flat top styles are permitted.

FIREWOOD



Authorized. Firewood stacks that conform to the following criteria are *Approved*.

1. Amount of firewood does not exceed ½ cord.
2. Firewood must be neatly stacked in rows not longer than ten (6) feet and taller than four (4) feet.
3. Firewood stack is located in the rear yard and is not visible from the front of the property.
4. Firewood may be covered with a clear or brown tarp that is securely fastened to the stack.
5. Firewood stack must not contain yard debris or lumber.

FLAGPOLES



Authorized. Flagpoles must be attached facing horizontally or at an incline to the front wall or pillar of the house or dwelling unit and not exceed six (6) feet in length.

GARAGE CONVERSION



Not authorized. Conversion of a garage to a finished living space is **Prohibited**.

GARAGE DOORS



Authorized. Installation of a new garage door(s) that matches the existing garage door(s) style, color and appearance does not require ARB approval.



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of a garage door that is of a different style, color, or appearance (for example, different windows or different placement of

windows).

GATES



Authorized. Gates that meet the following criteria are authorized.

1. Gates shall be constructed of the same material, color and height as the adjacent fencing.
2. Rust-Resistant hardware shall be used to assemble gate.
3. All permanent gates shall be installed with the finished side facing out.

GENERATOR BACK-UP UNITS (EXTERIOR GENERATOR)



Authorized. The use of one portable Generator Backup Unit per dwelling unit is permitted during storms when loss of power occurs for extended periods of time. The following restrictions apply:

1. Generators shall be five (5) feet from adjacent properties.
2. Generators shall be located in either side or rear yards (not visible from street).
3. Generators must be stored out of sight when not in use.
4. Use of generators is permitted only during the hours of six (6) a.m. and ten (10) p.m.

GRILLS, PERMANENT



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of permanent grills. The following criteria apply:

1. Permanent grills must be located in the rear yard and placed such as to mitigate impact to adjacent property.
2. Permanent grills must be no longer or wider than six (6) feet.

GUTTERS AND DOWNSPOUTS



Authorized. Installation or replacement of gutters and downspouts that conform to the following criteria is *Approved*:

1. Gutters and downspouts must match existing gutters and downspouts in color and design or match the existing house or trim color.
2. Location of downspout must not adversely affect drainage on adjacent properties or Open Space.

3. Effluence from downspouts will be managed within the property so as not to adversely affect adjacent properties or Open Space.

IRRIGATION SYSTEM – IN GROUND



Authorized. Underground lawn sprinkler systems are *approved* provided the control box, regulatory panel, and above-ground apparatus is not visible on the front of the structure.

LANDSCAPING



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of any landscape feature except as follows:

Borders & Edgings (non-plant materials)



Authorized. Landscape edging that conforms to the following criteria is *Approved*:

1. Landscape borders and edging extending less than 1 foot above ground level.
2. The following materials are NOT PERMITTED for use as landscape borders or edging: concrete block and plastics that extend more than 1 inch above ground level.
3. The color of the border or edging material must be in harmony with the color scheme of the house or approximate natural tones as closely as possible.

Gardens



Authorized. Gardens that conform to the following criteria are *Approved*.

1. Garden area does not exceed one third (1/4) of the total area of the yard.
2. Vegetable gardens shall be located in the rear yard.

Plantings



Authorized. Landscaping with various plantings is permitted and encouraged to increase the natural beauty of the neighborhood. When embarking on landscaping projects, please consider the following:

1. Care shall be exercised in the planting and maintaining of trees and shrubs to prevent obstruction of sidewalks and sight lines for vehicular traffic. No planting of any kind shall be placed or permitted to grow to a

size that obstructs sight lines and elevations between two (2) and six (6) feet above the roadways at any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway. Nothing shall be permitted to remain within such distances of such intersections to prevent obstructions of safe sight lines.

2. Consider that trees and plants will grow and spread over time. Therefore, plants and trees shall not encroach on neighboring properties.
3. Applications for approval are NOT required for the planting of individual plants, trees, flowers or shrubs that fit all of criteria in this section.
4. All plants, shrubs, trees and vegetation shall be native and non-nuisance. Any vegetation that is listed as invasive or nuisance on the most current list maintained by the Florida Exotic Pest and Plant Council (see www.fleppc.org) are strictly prohibited.
5. If the Board of Directors notifies a property owner of any violation in this section, the owner has thirty (30) days to comply by removing the named vegetation. If the owner does not comply within the prescribed time-frame, the Board shall contract for the removal of named vegetation, and submit the bill to the property owner.

Miscellaneous

1. Landscape lighting must not exceed eighteen (18) inches in height from the ground.
2. No artificial vegetation or flowers of any kind may be placed on any lot, with the exception of holiday decorations which may be displayed only during the specific holiday, and in accordance with all provision of the governing documents of the Association

MAILBOXES



Authorized. Mailboxes, mailbox posts and mail kiosk boxes are within the jurisdiction of the United States Postal Service (USPS), and therefore shall meet the requirements outlined by the USPS, including height and distance from the edge of the roadway.

1. Mailboxes must be attached to a post, and must be within 41" to 45" from the ground surface. Mailboxes may also be placed in a structure that is constructed of the same materials and color as the house on the lot, as long as the height is no more than 50" from the ground surface, and the entire structure must be approved by the United States Post Office.

2. No decoration other than the house number may be placed on the mailbox, and no other decorative type of mailbox may be used.
3. The mailbox and post shall be located so as not to obstruct sidewalks, roadways, or sight lines in accordance with postal regulations.
4. The mailbox and post shall be free from rust, dents, and chipping and shall have all working parts in order.
5. Standard newspaper delivery boxes not exceeding 9 inches high by 7 inches wide may be placed on mailbox posts. No other items may be placed on mailbox posts.

PAINTING (EXTERIOR) – NO COLOR CHANGE



Authorized. Exterior painting includes, but is not limited to, the painting of the following elements: house exterior surfaces, siding, doors, shutters, trim, porches, and foundations. Exterior painting that conforms to the following criteria is *Approved*.

1. The color selected is identical to the color currently on the property and this color was previously approved by the ARB.

PAINTING (EXTERIOR) – COLOR CHANGE



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to changing the previously approved exterior paint color of their property. Exterior painting includes, but is not limited to, painting the following elements: house exterior surfaces, siding, trim, porches, and foundations.

1. Paint colors approved for use are noted on the color wheel, Appendix A attached hereto, which is maintained by the Board of Directors and may be viewed on request. No color other than those marked as approved may be used. It is not necessary to obtain the paint from the manufacturer shown on the approved color wheel. However, the paint selected must match said approved colors.

PATIOS

See Decks and Patios Section.

PET DOORS



Authorized. Pet doors shall be located on a side door or on an entrance to the side or rear yard.

RAILINGS AND BALUSTERS



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of any railings or balusters, and for changes in style or color of existing railings or balusters.

RECREATION EQUIPMENT

All tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Residential Parcels within the setback lines. No platform, tennis court, or structure of a similar kind or nature (with the exception of basketball backboards as noted below) shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

Basketball Equipment



Application for Approval Required.

Basketball backboards shall be erected only with the written approval of the ARB. The following guidelines apply:

1. All basketball backboards must meet the acceptable American Scientific Technology Manual or United Laboratories standards for residential use.
2. All basketball backboards must be erected at least 20 feet from the roadway curb.
3. All basketball backboards must be properly maintained in a presentable manner and in good repair, in keeping with aesthetic surroundings.
4. Basketball playing is permitted only between the hours of 9:00 a.m. and 9:00 p.m.

Playground Equipment



Authorized. Swing sets and play sets must be located in the rear yard.

Trampolines



Authorized. Outdoor trampolines that are confined to the rear yard are *Approved*,

Whirlpool, Spas and Hot Tubs



Authorized. Whirlpools, spas and hot tubs must be located in the rear yard.

ROOF AND ROOF REPLACEMENT



Authorized. Replacement roofs that are identical in material, style and color to current roofs are *Approved*. All roofs must meet the following criteria:

1. Roofs shall be kept in good repair. Shingles shall not be detached, missing or crumbling.
2. Roof material must be metal, terracotta tile, or architectural grade 30 year or greater asphalt/fiberglass reinforced shingles with a minimum slope of 7 in 12.
3. Flat roofs are not acceptable. All connecting roofs, i.e., garage to main structure or freestanding garage, pool enclosures, etc., may be screened otherwise they shall have a roof with material similar to that of the main structure.
4. All roof accessories such as vent stacks and roof vents shall either be painted to match the roof color or accentuated to form a statement. Wherever possible, vents shall be located away from the entry elevations. Prefinished aluminum or steel flashing is recommended. No raw aluminum or galvanized flashing is allowed where it is visible.



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of any roof that is of a different material, color or style than the original roof.

1. Roof attachments, whether ornamental or functional such as lightning rods, ornamental ridge caps, weather vanes, oversized fireplace flues, observation towers, etc. shall have specific approval by the Board.
2. The use of solar energy producing devices (active and/or passive) are subject to Board approval.

SATELLITE DISHES

See Antenna and Satellite Dish section.

SECURITY BARS OR ITEMS ON WINDOWS AND DOORS



Not authorized. Security doors and windows incorporating bars or ornamentation such as but not limited to scallops, scrolls and imitation gate hinges are *Prohibited*.

SHEDS, TEMPORARY STRUCTURES, AND STORAGE UNITS



Authorized. Only those units that meet the following criteria are permitted.

1. Rust-resistant hardware shall be used to assemble the shed or storage unit.
2. Only one shed or storage unit is permitted per lot.
3. Sheds and storage units must be located in the rear yard of the property and must not be visible from the front of the property, or from adjoining properties.
4. Sheds and storage units must not be visible above the fence.
5. Sheds and storage units must not exceed 6 feet in height.
6. Cabanas appurtenant to a swimming pool or gazebo must be approved by the ARB.
7. Temporary structures on any Lot during the period of actual construction on that Lot shall be reasonably neat in appearance, no larger than eight feet (8') by ten feet (10') and shall be placed on the Lot no further forward than the main residential building.

SIDING REPLACEMENT



Authorized. Replacement of siding that conforms to the following criteria is

Approved.

1. Replacement siding must be consistent in appearance, texture, color and dimension to that currently installed on the structure, provided it was previously approved by the ARB.
2. Exterior trim features unique to each property style are to be retained as much as possible when siding is replaced.

SIGNS



Application for Approval Required. Except as may be required by legal proceedings and otherwise described herein, no sign, advertisement or notice of any type of nature whatsoever may be erected or displayed upon any Lot, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors which approval may be withheld in its discretion.



Authorized. The following signs are permitted without prior approval by the ARB Real estate signs (offering property for sale or lease), and commercial contractor signs

(advertising a contractor who is performing work on a lot), may be placed on a lot subject to the following limitations and restrictions:

1. Signs advertising the sale of lots must not exceed the dimensions of 20" x 30", and must be removed within five (5) days of a ratified non-contingent contract.
2. One (1) sign per lot is *Approved* for display in the front yard.
3. Association Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.
4. Commercial contractor signs may be displayed when the work is in progress. The sign must be removed within 48 hours of work completion.
5. Security system signs must be less than 12 inches, and do not apply to the "one sign per lot" restriction.

SOLAR PANELS



Authorized. Solar panel installation that conforms to the following criteria is *Approved*.

1. Panels must be located on the rear side of roofs and may be flush or elevated. If elevated, the panels shall not extend above the roof peak.
2. No other mounting locations or styles are acceptable.

STAIN



Authorized. The use of clear and natural wood-tone stain or sealant on any deck, fence or shed is *Approved* for all property types.

SWIMMING POOLS, TENNIS COURTS, AND BADMINTON COURTS - PERMANENT



Application for Approval Required. Property owners must submit an *Application* and obtain ARB approval prior to installation of a swimming pool, tennis court or badminton court. Any swimming pool to be constructed on any Residential Parcel shall be subject to the requirements of the State of Florida, Nassau County and ARB, which include, but are not limited to, the following:

1. Composition to be of material thoroughly tested and accepted by the industry for such construction;
2. The outside edge of any pool may not be closer than four (4) feet to a line extended and aligned with the side walls of dwelling unless approved by the

ARB;

3. No screening of pool areas may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB.
4. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB;
5. Location and construction of tennis or badminton courts must be approved by the ARB;
6. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting;
7. High intensity overhead pool and tennis court lighting shall not be permitted.
8. Only in-ground swimming pools are permitted.

TREE REMOVAL



Application for Approval Required. It is the desire of the ARB to create a community that preserves and protects the existing aesthetic environment by allowing as many trees and wooded area to remain as possible; blending our homes into the environment. The overall intent is to remove as few trees as possible at the time of construction or afterwards.

1. Trees larger than 8" in diameter at a height of 4 feet cannot be removed without the specific written approval of the ARB.
2. Removing entire stands of trees is not permitted.
3. All tree removal must be in accordance with county ordinances and state mandates.



Authorized. Tree removals that conform to the following criteria are *Approved*:

1. Trees seven (7) inches or smaller in diameter (approximately 18 inches in circumference) may be removed without prior approval of the ARB.
2. Diameter/circumference measurements shall be taken three (3) feet above ground level.
3. Removal of up to two (2) trees of this size or smaller is permitted.
4. Removal of trees due to an emergency or damage may be done without prior

approval.

5. Tree stumps must be removed to ground level or completely excavated.
6. All tree removal must be in accordance with county ordinances and state mandates.

WINDOWS (See DOORS AND WINDOWS)

II. GENERAL ACCEPTABLE STANDARDS OF CARE AND MAINTENANCE

Property ownership includes the responsibility for maintenance of all structures and grounds that are a part of the property. **This list is not intended to be all-inclusive.** Properties not meeting these standards may be cited for maintenance violations.

1. Mailboxes shall not be rusted and shall be in good condition and repair. Mailboxes shall not be dented or missing doors, flags, etc. Mailbox posts shall be installed securely in the ground and shall be in a vertical position.
2. Driveways shall be free of major cracking and crumbling.
3. Structure shall be in good repair and paint shall not show signs of chipping and peeling.
4. Doors (including garage) shall be operational, in good repair and paint shall not show signs of chipping and peeling.
5. Exterior light fixtures shall be operational, no broken glass and in good repair. Border lighting (solar/electric) around walkways/steps/ground level decks shall not be more than 12 inches in height.
6. Window panes and window screens shall be kept in good repair with no broken or taped glass or screens. Screened porches shall be kept in good repair, with no visible tears and holes.
7. Fences and gates shall be kept in good repair. Boards shall not be warped, detached, missing, etc. Fence walls shall be stable and in an upright position. Gates must be securely attached to the fence, and must be able to be closed/latched and opened.

AMENDED AND RESTATED BYLAWS
4999 PARKWAY COMMUNITY ASSOCIATION. INC.
A Florida Corporation Not for Profit

ARTICLE I

NAME AND LOCATION

A. Applicability. These are the Bylaws of the 4999 Parkway Community Association, a Florida corporation pursuant to the provisions of Chapter 617, Florida Statutes.

The purpose and object of these Bylaws shall be to administer the operation and management of the Association in accordance with Declaration of Covenants, Conditions, Restrictions and Easements for 4999 Parkway Subdivision recorded in Official Records Book 565, page 680 in the public records of Nassau County, Florida (referred to herein as "Declaration"). The foregoing Declaration. affects parcels of land more fully described as 4999 Parkway according to plat thereof recorded in Plat Book 5, pages 228 - 229 in the public records of Nassau County, Florida (referred to herein as "Subdivision"). All Members of the Association, as defined in the Articles, and their invitees, including, without limitation , all present or future owners and tenants of Lots in the Subdivision and other persons using the Lots in any manner, are subject to these Bylaws, the Articles and the Declaration.

B. Office. The office mailing address of the Association shall be P.O. Box 16813, Fernandina Beach, Florida 32035, or at such other place as may be established by resolution of the Board of Directors.

C. Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

ARTICLE II
DEFINITIONS

All terms used herein shall have the same meaning and use as set forth in the Declaration.

ARTICLE III
MEMBERSHIP, VOTING, QUORUM, PROXIES

A. Membership. The qualification of Members of the Association (the "Members"), the manner of their admission to the Membership and termination of such Membership, and voting by Members, shall be as set forth in Article III of the Declaration the provision of which are incorporated herein by reference.

B. Quorum and Approval. A quorum at meetings of Members shall consist of persons entitled to cast at least thirty per cent (30%) of the total voting interests of the Association, such votes shall

be considered present if in person or by proxy. Unless set forth to the contrary "approval of the Members" shall be deemed to be approval by the majority of votes at a meeting of Members at which a quorum is present or by the written consent of the majority of all votes in the Association. Any governing document of the Association may be amended by the affirmative vote of two-thirds of the total voting interests of the Association.

C. Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. All proxies shall be in writing on the official form which is Attachment A hereto or any paper containing the Home Owners Name, the Measure and voting decision on item, Signature and Date and filed with the Secretary, or other Board Member. Proxies may be delivered to the Secretary or Board Member by mail, in person, by fax or by electronic means. Each proxy shall be revocable and shall automatically be terminated upon conveyance of the Lot by the Member. Every proxy shall be revocable at any time at the pleasure of the Member executing it. No proxy vote shall be accepted unless Attachment A hereto, is completed in full and signed by the voting member. Proxies are valid for a total of ninety (90) days from the date of the original meeting for which the vote was intended.

D. Written Consent. In certain matters where a meeting has been waived by a majority of the members, written consents shall be considered to have the validity of an actual vote at a meeting. Such written consent shall be given on the form provided as Attachment B hereto or any paper containing the Home Owners Name, the Measure/Waiver and voting decision on item, Signature and Date. No written consent shall be accepted unless it is completed in full and signed by the voting member, indicating the voting member's vote on the matter specified.

ARTICLE IV MEMBERS' MEETING

A. Annual Meeting. The regular annual meeting of Members shall be held on the same day of the same month of each year unless changed by the Board. The annual meeting of the Members shall be held in Nassau County, Florida, and at such time as may be specified in the notice of the meeting, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. Provided, however, if the only business to be transacted at the annual Members' meeting is the election of Directors, the meeting may be waived by majority vote of the Board of Directors and the election may be held by written ballot.

B. Special Meeting. Special meetings of the entire Membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, or by one-fourth (1/4) of all votes of the Membership.

C. Notice of Meetings.

(1) Generally. Notice of all meetings of Members shall be given by or at the direction of the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member, unless waived in writing. Unless otherwise notified by the homeowner, the board or president of the Association shall send notices by electronic mail not less than fifteen (15) days in advance of such meeting. If any homeowner requests notification through some means other than electronic mail, they shall be notified by U.S. mail. Each notice shall state the time, place, date and hour, purpose and agenda for which the meeting is called.

(2) Agenda Items: At least thirty (30) days prior to the annual meeting of Association Members, the board shall send a notice to homeowners according to methods described in section (1) above. The purpose of this notice is to provide homeowners with sufficient time to submit items to the Board for addition to the agenda. Homeowners must provide the board with items to be added to the agenda within no more than seven (7) business days of this notice.

(2) Reasonable Accommodations: The U.S. Fair Housing Act requires that homeowner's association and other non-governmental organizations provide reasonable accommodations to enable all disabled persons to attend all meetings which are open to membership. Each notice of any meeting that is open to the membership, including board meetings, shall contain the following notice: "If you are a person who requests a reasonable accommodation to enable you to attend this meeting, please contact the President of the Association prior to the meeting".

(3) Waiver. Any Member may, in writing signed by such Member, waive such notice and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice to such Member.

(4) Adjourned Meetings. Adjournment of an annual or special meeting to a different date, time, or place, must be announced at that meeting before said adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice of meetings as specified in paragraph (1) of this section.

D. Presiding Officer and Minutes. At meetings of Members, the President, shall preside. Minutes shall be kept in a business like manner and available for inspection by Directors, Members and their authorized representatives upon request.

E. Order of Business.

The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members shall be:

- (1) Calling of the roll and certifying of proxies;
- (2) Proof of notice of meeting or waiver of notice;

- (3) Reading or waiver of reading of minutes of previous meeting of Members;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Appointment by President of inspectors to validate election results;
- (7) Unfinished business;
- (8) New Business;
- (9) Election of Directors and Officers;
- (10) Adjournment.

ARTICLE V
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

A. Number. The affairs of this Association shall be managed by a Board of no less than three (3) directors who must be Members of the Association. Directors may also serve as Officers of the Association.

B. Term of Office. All Directors shall be elected for two (2) year terms: Directors may succeed themselves.

C. Removal. Directors may be removed from office with or without cause by the majority vote of the Members of the Association. If there is a death, resignation or removal of a director, his successor shall be selected as provided herein and in the Articles and shall serve for the unexpired term of his/her predecessor.

D. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

A. Nomination of Directors. The Members of the Association shall nominate persons to fill the total number of Directorships to be elected.

B. Election. Election to the Board shall be by secret written ballot. Each lot within the Development shall have one(1) vote for each Director to be elected. The persons receiving the largest number of votes shall be elected.

C. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot. All proxies shall be in writing

on the official form which is Attachment A hereto or any paper containing the Home Owners Name, the Measure and voting decision on item, Signature and Date and filed with the Secretary, or other Board Member. Proxies may be delivered to the Secretary or Board Member by mail, in person, by fax or by electronic means. Every proxy shall be revocable at any time at the pleasure of the Member executing it. No proxy vote shall be accepted unless Attachment A hereto, is completed in full and signed by the voting member. Proxies are valid for a total of ninety (90) days from the date of the original meeting for which the vote was intended. Incomplete proxy ballots will not be accepted.

ARTICLE VII

MEETINGS OF DIRECTORS

A. Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within thirty (30) days of its election or designation and no further notice of the organizational meeting shall be necessary, provided that a quorum of Directors shall be present in person or telephonically.

B. Regular Board Meeting. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by a majority of the Directors. Provided, however, that if the meetings are held on the regularly established day and time, no further notice is required.

C. Special Meetings. Special meetings of the Board may be called by any Board Member or Officer. Except in an emergency, not less than ten (10) days notice of a special meeting shall be given to each Director, personally or by e-mail (if Directors agree to electronic notification), or telephone, stating the time, date, place and purpose of the meeting.

D. Quorum and Approval. A quorum at meetings of the Board shall consist of a majority of the Directors present in person or telephonically. The acts of the Board approved by majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If any meeting of the Board cannot be held because a quorum is not present, the Directors who are present may adjourn the meeting until a quorum is present. If a meeting is adjourned for lack of a quorum, any business which might have been transacted at the meeting, as originally called may be transacted at the rescheduled meeting without further notice.

F. Board Minutes. Minutes of all meetings of the Board shall be kept in a business-like manner and available for inspection by Members upon request. The Association shall retain these minutes for a period of not less than seven (7) years.

G. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be

deemed equivalent to the giving of notice of meetings to that Director.

H. Presiding Officer. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the President, the Directors present shall designate an alternate presider.

I. Notification of Board Meetings and Attendance by Association Members. Notices of all Board Meetings must be posted in a conspicuous place in the community no less than forty-eight (48) hours prior to the scheduled meeting, or delivered in writing to each Member of the association at least seven (7) days prior to the scheduled meeting. Members may consent in writing to receive notice by electronic transmission. The notice of the Board Meeting must include an Agenda of all items to be considered at said meeting. Members have the right to attend all meetings of the board, and to speak on any matter placed on the agenda. Members may speak for a maximum of three (3) minutes on any matter placed on the agenda. The Board may require a sign-up sheet at the meeting which must be filled out by each Member wishing to speak at the meeting. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to Members is inapplicable to meetings between the board or a committee and the association's attorney, with respect to meetings of the board held for the purpose of discussing personnel matters.

(J) Reasonable Accommodations: The U.S. Fair Housing Act requires that homeowner's association and other non-governmental organizations provide reasonable accommodations to enable all disabled persons to attend all meetings which are open to membership. Each notice of any meeting that is open to the membership, including board meetings, must contain the following notice: "If you are a person who requests a reasonable accommodation to enable you to attend this meeting, please contact the President of the Association prior to the meeting".

J. Proxy Votes. Directors may not vote by proxy or secret ballot at board meetings, except that secret ballots may be used in the election of officers. Directors not physically present at meetings may attend and vote by phone or other electronic method providing that the full content of the meeting can be heard by the absent director/board member.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. General. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration, except to the extent such powers are specifically reserved to the Membership. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration.

B. Powers. The Board shall be deemed to have all the powers of the Association as set forth in Article V of the Declaration.

C. Duties. The Board shall be deemed to have the following duties:

(1) Make, levy and collect Assessments as provided in the Declaration. The Board shall fix the amount of the Annual General Assessment against each Lot at least thirty (30) days in advance of each fiscal year, send written notice of each Assessment to every Member subject thereto at least thirty (30) days in advance of each Assessment period and issue or cause to be issued, upon request, a certificate setting forth whether or not any Assessments have been paid. Notwithstanding the above, the Board may not increase the Annual General Assessment against each lot by more than fifty per cent (50%), or issue a special Assessment against each lot in excess of \$500 without the majority consent of the total voting interests of the Association. An assessment may not be levied or increased by any amount at a board meeting unless the notice of said meeting includes a statement that assessments will be considered and the nature of the assessments;

(2) Foreclose the lien against any Lot for which Assessments are not paid as required or bring an action at law against the Member personally liable.

(3) Properly maintain and repair the Common Areas; If the Association is the holder of any permit for any detention pond located within the property of the 4999 Parkway Community Association lot holders, the Board shall be responsible to assure the maintenance of to inspect said detention ponds in accordance with the requirements of said permit and the St. Johns Water Management District.

(4) Supervise all officers, agents and employees of the Association;

(5) Maintain a complete record of all the Association's acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting. Said records and statements shall be maintained in a business-like manner and available for inspection by Directors, Members, and their authorized representatives. Records shall be maintained for a period of no less than seven (7) years.

(6) Perform such other duties not contrary to the limits, if any, set forth in the Articles, Bylaws or Declarations.

D. Any and all communication between a Board member or Director and any other party, including other Members of the Association, that binds or commits the Board or the Association to any action, must be officially documented in writing. Within forty-eight (48) hours after any such conversation or business communication, the Board member or Director must provide the Secretary of the Association with documentation in writing. Said

documentation shall include a list of all persons present during the transaction of business, a summary of the content of the conversation and transaction details, the date, time and place of such transaction of business or conversation. Such documentation shall become part of the official records of the Association, and shall be available to all Members of the Association according to the by-laws that apply to all official records and financial reports of the Association.

E. All correspondence regarding any business of the Association, must be sent and signed by the President of the Association, and with the prior approval of the majority of the Board of Directors. No homeowner in the Association, Board Member of the Association, or Officer of the Association, with the exception of the President of the Association, shall send out any correspondence that relates to any business of the Association except by the method described in this paragraph.

ARTICLE IX

OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The officers of this Association shall be voting Members of the Association, and shall be president and vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

B. Election of Officers. The election of officers, except for the office of President which shall be elected by the Association Members, shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. The President of the Association shall be elected by a majority of the total voting interests of the Association at a meeting at which a quorum is present. The President shall be elected after the Membership has elected the members of the Board of Directors. The President shall be elected from among those names serving on the Board of Directors. Generally, the elections of Board members and the President shall take place at the regular Annual meeting of Members.

C. Term. Officers, with the exception of the President, of this Association shall be elected annually by the Board. All Officers shall hold office for one (1) year unless such officers shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officers may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices.

H. Duties. The duties of the officers are as follows:

(1) President. The President shall be the chief executive officer of the Association, and shall be a member of the Board of Directors. He shall preside at all the meetings of the Board and shall see that orders and resolutions of the Board are carried out. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit. He shall have such additional powers as the Board may designate.

(2) Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President, and shall be a member of the Board of Directors. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

(3) Secretary. The secretary shall record the votes and keep the minutes of all proceedings of the Board and the Members, attend to the affairs of the Association, record the votes, serve notice of meetings, keep all corporate minutes, maintain all official records of actions and transactions concerning the business of the Association, and shall have such additional powers as the Board may designate. The secretary shall be a member of the Board of Directors.

(4) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors and in accordance with the annual budget, shall keep proper books of accounts, cause an annual audit to be made and shall cause a statement of income and expenditures to be presented to the Membership at its regular annual meeting and deliver a copy to each Member. The treasurer shall be a member of the Board of Directors.

I. Compensation and Conflict of Interest. No compensation shall be paid to any person for their service as an Officer or Board Member of the Association except with the approval of the Members. The Board of Directors may employ any Director or officer as an employee of the Association at such compensation as the Board shall determine. The Board may enter into a contract with a Director or officer or with any corporation in which a Director or officer of the Association may be stockholder, officer, Director or employee, for the management of the Property for such compensation as shall be mutually agreed

between the Board and such officer, Director or corporation, for the purpose of making available to the Members such services as are require by the Articles of Incorporation or of these Bylaws.

J. Any and all communication between an Officer and other party, including Members of the Homeowners Association, that binds or commits the Board or the Association to any action, must be officially documented in writing. Within forty-eight (48) hours after any such conversation or business communication, the Board member or Director must provide the Secretary of the Association with documentation in writing. Said documentation shall include a list of all persons present during the transaction of business, a summary of the content of the conversation and transaction details, the date, time and place of such transaction of business or conversation. Such documentation shall become part of the official records of the Association, and shall be available to all Members of the Association according to the by-laws that apply to all official records and financial reports of the Association.

ARTICLE X

FISCAL MANAGEMENT

A. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures. Written summaries shall be supplied at least annually to Members. Such records shall include, but not be limited to:

- (1) A record of all receipts and expenditures.
- (2) A Balance sheet.

B. Inspection of Books. Financial reports and the Membership records shall be maintained by the Treasurer the Association and shall be available to Board of Directors for inspection upon request. The Association shall issue an annual financial report to Members.

C. Annual Budget. The Board shall adopt, for, and in advance of, each fiscal year, a budget showing the estimated cost of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Association expenses, taxes on Association property, if any, wages and salaries of Association employees, management, legal and accounting fees, office supplies and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collect from the Members and due date(s) thereof. Nothing herein contained shall be considered as a limitation upon the levying of an Emergency Assessment in the event that any budget originally adopted shall appear to be insufficient to pay the costs and expenses of operation and

management or in the event of emergencies, with the exception of the limits as stated in Article VIII, C. (1).

D. Notice of Adopted Budgets. Upon adoption of a budget, the Board shall cause written copies thereof to be delivered to all Members. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with terms of the Declarations and Articles, provided, however that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

E. Assessments. The Board of Directors shall determine the due date(s) and the amounts for payment of installments of the Annual Assessments. In the event the Annual General Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum Special Assessment in case of any immediate need or emergencies, with the exception of the limits as stated in Article VIII, C. (1).

F. The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the Directors, provided that any management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

G. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

H. Non-budgeted expenditures. The Board of Directors may from time to time authorize the expenditure of non-budgeted items when necessary to effectively carry out the business and duties of the Board of Directors and the Association. Such expenditures shall be documented in writing, with copies of all appropriate and related correspondence, invoices, checks, and specific notations concerning the reason and need for said expenditure. However, the Board shall be limited to the amount of \$1,000 per annum, for such non-budgeted expenditures. If the necessary expenditure exceeds \$1,000, approval must be obtained from a majority of the total voting interests in the Association. Approval may be sought either by a special meeting at which a quorum is present in person and by proxy, or by written consent. Written consent forms must specify the exact need for such expenditure, and the total amount of the expenditure. Written consent forms must also provide a space where each homeowner waives attendance at a meeting on said matter. If a majority of the homeowners with voting interests do not waive a meeting, a meeting of the Association Members must be called by the Board of Directors. The Board of Directors shall deliver the written consent forms to each homeowner, either by

mail, in person, or electronically (if agreed upon by the homeowner), if homeowners have provided a valid e-mail address.

I. Budget Reserves: Florida Statute allows the Association to create reserve accounts which designate the capital improvements or other expenditures for which they are created. However, the Association may choose to not create reserve accounts. If the budget of the association does not provide for reserve accounts and the association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.

ARTICLE XI PARLIAMENTARY RULES

Roberts : Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

ARTICLE XII AMENDMENTS TO BYLAWS

A. Procedure. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote as described in Article III.

B. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall prevail, In the case of any conflict between the Declarations and these Bylaws, the Declarations shall prevail.

ARTICLE XIII BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection by any Member. The Declarations, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member.

ARTICLE XIV COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose.

ATTACHMENT A (By-Laws)

4999 Parkway Homeowners Association General and Limited Proxy Form

The undersigned individual homeowner hereby appoints _____
as his/her designee to vote as proxy in his/her absence at the membership meeting of the Association on
(Date, time and place) _____

**A separate proxy form is required for each measure on which a vote will be called, unless
voting option 4 and/or is selected below.**

For purposes of delivery to the meeting only, this proxy may be given to an officer of the Association, the individual homeowner's designee named above, or another homeowner/member of the association. However, this proxy form **MUST** state the name of the designee who will be casting the proxy vote for the homeowner. Only the designee named above has the authority to cast the proxy vote for the homeowner. Proxy forms received or delivered to the meeting after the vote on the named measure(s) will not be accepted. All prior proxy forms concerning the issue named in this proxy are hereby revoked.

Home Owner Name: _____

Measure: _____
(Must be completed unless option 4 is selected)

1. I authorize and instruct my designee proxy to cast my vote in favor of the proposed measure named above.
2. I authorize and instruct my designee proxy to cast my vote against the proposed measure named above.
3. I authorize and instruct my designee proxy to use his/her best judgment concerning the above the measure and vote accordingly.
4. I authorize and instruct my designee proxy to use his/her best judgment concerning all measures which have properly come before the homeowners at the meeting on the date and time noted above.
5. I authorize and instruct my designee proxy to nominate and vote for the following Member for Board of Directors and/or the Officer position named here _____
6. I authorize and instruct my designee proxy to nominate and vote for Board of Directors and Officer positions using his/her best judgment.

Home Owner Signature: _____

Date: _____

(In no event shall this proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.)

ATTACHMENT B (By-Laws)

**4999 Parkway Homeowners Association
Written Consent Form**

The Board of Directors hereby requests the homeowner to review this form, and indicate their consent or non-consent for waiver of a meeting on the issue noted below.

Measure: _____
(to be filled out by the Board of Directors prior to delivery of this form to homeowner)

Home Owner Name
(Printed): _____

Waiver of meeting:

1. I hereby give my consent to waive a homeowners meeting concerning the measure noted above.
2. I hereby do NOT give my consent to waive a homeowners meeting concerning the measure noted above.

Approval or disapproval of measure:

3. I hereby vote in favor of the measure as noted above.
4. I hereby vote against the measure as noted above.

Home Owner Signature: _____

Date: _____