

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

27290105
BOOK PAGE
VOLUSIA COUNTY

COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID

THIS DECLARATION is made on this 12th day of September, 1985,
by THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE, a Florida Joint Venture
partnership, COUNTRYSIDE VILLAS, a Florida limited partnership, and
COASTLINE ENTERPRISES, INC., a Florida Corporation, hereinafter collec-
tively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real property
located in Volusia County, Florida, which is more particularly descri-
bed as follows:

Lots 1 through 104, and the private streets of Smokerise Blvd.,
Baytree Court, Sandy Hill Circle and that portion of Pine Forest
Trail and North Lake Drive as described in Countryside Subdivi-
sion, Unit II Plat, as recorded in Plat Book 39, Pages 79 and 80,
Public Records of Volusia County, Florida.

and

Lots 1 through 62, and the private streets of Clear Lake Drive,
Fruitwood Place, Ginger Tree Place and Silver Leaf Place, as
described in Countryside PUD Unit IIID Plat, as recorded in Plat
Book 40, Page 44, Public Records of Volusia County, Florida.

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Countryside
Subdivision Unit II and Countryside PUD Unit IIID Homeowners Association,

FILED FOR RECORD
RECORD VERIFIED
092340
SEP 16 9 21 AM '85
CLYDE H. BROWN
VOLUSIA COUNTY CLERK

Inc., a Florida corporation ^{BOOK FOR PAGE} ^{VOLUME OF PROPERTY} ¹¹, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or any portion thereof, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All streets, roadways, driveways and parking areas, a guard house, Lot 67 of Unit II and Lot 46 of Unit III-D, except for two (2) ten foot (10') easements along the boundaries of Lot 46 where it adjoins Lot 45 and Lot 47 of Unit III-D. The aforementioned Lots, except for the ten foot easements, are set aside for recreational purposes. Lot 67 is reserved for the exclusive use of the homeowners in Countryside Subdivision Unit II, Lots 1 through 104; Lot 46, except for the aforementioned ten foot easements, is reserved for the exclusive use of the homeowners in Countryside PUD Unit III-D, Lots 1 through 62. Declarant has no plans to construct improvements on Lots 46 and 67, however, Declarant reserves the right at its sole discretion to construct any improvements it deems appropriate on any Common Areas.

In 1981 the City of Port Orange approved a Security Gate System for Countryside Unit II. The Declarant remains committed to installing these features and at the time of Declaration fully intends to do so. However, the City of Port Orange has declined to issue permits for these amenities and Declarant is currently negotiating with the City in an attempt to have them permitted. If, despite conscientious effort, Declarant shall be unable to secure said permits for the installation on or before September 1, 1990 or upon the date of turnover of the Association when the total votes outstanding in Class A membership is equal to the total votes outstanding in Class B membership, then Declarant shall turn over its files and records regarding said negotiations to the Association. The Association may then proceed with such negotiations or actions against the City of Port Orange as it deems appropriate.

27290107

BOOK PAGE
VOLUME 117

Any rights of the Declarant will then be assigned to the Association upon the Association's request. The foregoing shall not impose an obligation upon Declarant to build or to construct said guardhouse and/or gate.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE, a Florida Joint Venture partnership, COUNTRYSIDE VILLAS, a Florida limited partnership, and COASTLINE ENTERPRISES, INC., a Florida corporation, their successors and assigns which succeed to the interests of any of the above-named Declarants as developers of Countryside Subdivision Unit II or Countryside PUD Unit III-D.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment.

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational Lot or facility which may subsequently be built upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedica-

27290108

BOOK PAGE
BY LOWE CHIFFS (2/3) of each
FLORIDA
tion or transfer signed by the declarant of each
class of members has been recorded.

- (d) Children under the age of eighteen (18) may not use the recreational Lots unless accompanied by a parent or legal guardian who is an Owner as described herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner, including Declarant, of a Lot which is subject to assessment or which shall be subject to assessment upon conveyance by Declarant, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership as outlined below:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Notwithstanding anything to the contrary contained herein, any Owner who owns more than one-half ($\frac{1}{2}$) of a Lot shall be deemed to own one Lot for voting purposes, and shall be entitled to one vote.

Class B. Class B members shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned, or any portion of a Lot constituting more than one-half ($\frac{1}{2}$) of a Lot. Class B membership shall cease and be converted to Class A membership in the event of either of the following, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

OR

- (b) on September 1, 1990.

27290109

ARTICLE IV

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The Annual and Special assessments, together with any interest due, any late penalty, and reasonable attorney fees incurred, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with any interest due, any late penalty, and reasonable attorney fees incurred, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including but not limited to road maintenance, lawn care, street lighting, Liability Insurance, guardhouse and gate maintenance, and maintenance of the common recreational Lots.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be \$154.80 per Lot.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

- BOOK PAGE
89 431A 4411
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by an amount greater than fifteen (15%) percent of the annual assessment for the previous year by a vote of the majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual assessments authorized above, the Association may levy, in any assessment year, a Special assessment applicable to that year only, 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 above shall be mailed to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all of the votes of each class of membership shall constitute a quorum.

If the required quorum is not present in person or by proxy, another meeting may be called subject to the same notice requirement, and the required quorum at this meeting shall be members or proxies entitled to cast twenty-five percent (25%) of all votes of each class of membership.

No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual and Special assessments must be fixed to a uniform rate for all Lots and may be collected on a semi-annual basis payable in advance.

27290444
BOOK PAGE
VOLUME COUNTY

Section 7. The Annual and Special Assessments provided for herein shall commence as to all Lots from the date of closing. Lots owned by the Declarant shall not be subject to Annual or Special assessments. Buyer shall pay at closing the prorata share of the assessment charges which are then in effect. Assessments may be collected on a semi-annual basis payable in advance.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written Notice of the new annual assessment shall be mailed to every Owner subject thereto.

Due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may in addition to charging interest on past due assessments, charge a late penalty of Twenty-five (\$25.00) Dollars if payment is not received within fifteen (15) days of due date.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The Association is not required to bill for annual or special assessments and responsibility for timely payment is that of the Owner.

Section 9. Subordination of the Lien to Mortgages. The lien of

27290112

BOOK PAGE
VOLUSIA COUNTY

the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Covenants Specific to Lakefront Lots. Lots 52 through 78 inclusive of Countryside Subdivision Unit II are subject to previously recorded Declaration of Covenants dated September 27, 1983 and recorded in Official Records Book 2493, Pages 1482 through 1484, of the Public Records of Volusia County, Florida.

Section 11. COUNTRYSIDE PUD (Master Association):DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS OF COUNTRYSIDE PLANNED UNIT DEVELOPMENT.

All Properties within Countryside Subdivision Unit II and Countryside PUD Unit III-D are subject to the Declaration of Residential Covenants and Restriction of Countryside Planned Unit Development dated September 30, 1982 and recorded in Official Records Book 2391, page 1276, of the Public Records of Volusia County, Florida, as amended from time to time.

In the event of a conflict between any of the terms or provisions contained in this Declaration, and any of the terms and conditions contained in either of the previously recorded Declarations of Covenants and Restrictions referenced above, as amended from time to time, the terms and provisions contained in said previously recorded Declarations of Covenants and Restrictions shall control.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein including color change, be made until the plans and specifications showing the nature, kind, shape, height,

27290113

BOOK PAGE
VOLUSIA COUNTY

materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Residential Architectural Review Committee (RARC) of the Countryside PUD Residential Homeowner's Association, Inc. Architectural review is pursuant to the provisions of the Declaration of Residential Covenants and Restrictions of the Countryside Planned Unit Development dated September 30, 1982 and recorded in Official Records Book 2391, Page 1276, of the Public Records of Volusia County, Florida, as amended from time to time, and the Residential Architectural Review Committee (RARC) Guidelines, as amended from time to time.

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than buildings designed for residential use and an enclosed minimum two-car garage. The foregoing shall not prohibit the Declarant from using Lots for models or offices.

Section 2. No Temporary Structures. No structures of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Residential Architectural Review Committee for use during construction only.

Section 3. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street, including right-of-way thereof, after 1:00 A.M. and until 7:00 A.M.

Section 4. Storage Restrictions. No truck, house trailer, mobile home, camper, boat, boat and trailer, or trailer, or other

similar vehicle alone shall be parked on any Lot after 10:00 P.M. and until 7:00 A.M. or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity shall be parked for any period of time in excess of ten (10) consecutive hours, nor between the hours of 7:00 P.M. until 7:00 A.M., or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling.

Section 5. Livestock and Animal Restrictions. No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot; provided, however, that dogs, cats, or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes.

Not more than four (4) domestic household pets shall be kept or maintained at any dwelling. Such permitted pets shall be kept on the Owner's Lot and shall not be permitted to roam free in the neighborhood or on to any other Owner's property. No pet shall be permitted to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 6. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 7. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type and location thereof have been approved in writing by the Residential Architectural Review Committee. No structures, fences, hedges, trees, or other objects which might interfere with the upkeep and maintenance of lakes shall be placed by any Lakefront Lot owner, unless specifically approved by the Residential Architectural Review Committee. Sight lines of neighboring Lots may not be obscured in any manner by Owners of lakefront Lots.

Section 8. Restrictions Specific to Lakefront Lots. No docks, ramps, floats or other structures shall be erected, installed or placed in the lakes or in the maintenance easement area. No Owner shall

27290115

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

permit any change to be made in the grade of his Lot, nor shall the Owner install or cause to be installed any retaining wall or structure.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot.

Section 10. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot any outside television or radio antenna, masts, aerials, satellite dishes, or other tower for the purpose of audio or visual reception or transmission.

Section 11. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association and its authorized agents, employees or contractors, shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Properties. Such entrance for the purpose of mowing, cutting, clearing and pruning shall not be deemed a trespass, but shall be deemed a license coupled with an interest.

The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a Special assessment against the Owner of the Lot and shall in every respect constitute a lien on the Lot as would any assessment or special assessment.

Section 12. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot except with the written permission of the Association and with the approval of the Countryside PUD Residential

27290116

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

Architectural Review Committee, except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships for the property Owner.

If permission is granted for any other signage, the Association shall have the right to restrict size, color, and content of such signs. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot.

Section 13. Exterior Trim. No Owner or tenant of an Owner shall install any additional shutters, any awnings or any other decorative exterior trim or exterior decorations, nor change any exterior color. Requests for exception must first obtain the written approval of the Residential Architectural Review Committee prior to any installation or change.

Section 14. Ornamental Statuary. No ornamental statuary of any type will be permitted to be placed on any Lot.

Section 15. Window Coverings. No reflective foil, or other material shall be permitted on any windows except for tinted bronze glass, and any such installation shall require the approval of the Residential Architectural Review Committee.

Section 16. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter any Lot at reasonable hours on any day of the week.

Section 17. Tree Removal Restrictions. Trees situated on any Lot between building setback lines and the property lines having a diameter of four (4") inches or more measured two feet above ground level may not be removed without prior approval of the Residential Architectural Review Committee. All requests for approval of tree removal shall be submitted to the RARC along with a plan showing generally the location of such tree(s).

27290117

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

Section 18. Replacement of Trees. Anyone violating the provisions of Section 17 will be required to replace such trees with trees of a like kind, size and condition within thirty (30) days after demand by the RARC. If the Owner fails or refuses to replace the tree(s) as demanded, the RARC shall cause suitable replacements to be planted and the cost thereof shall become a lien against the property of the Owner. The Owner grants to the RARC, its agents, employees or assigns an easement of ingress and egress over and across said Lot to enable it to comply with Section 17 and this Section 18.

Section 19. Garages/Garage Doors. All dwelling units are required to have a minimum of a two car garage with a minimum sixteen (16') foot garage door with an operational automatic door opener which is to be installed at the Owner's expense. The garage shall be constructed in such a manner as to allow at least the parking of two standard size American cars.

Garage doors are to be constructed only of wood or masonite. Garage doors must remain in a closed (down) position when not in use for the ingress or egress of automobiles. Garages may not be converted for any use such as additional living space, but are to be specifically limited to the original purpose intended, that is, storage of vehicles.

Section 20. Roofs. Roofs are to be constructed of Masonite Corporation "WOODRUF" rustic roofing shingles. Minimum roof pitch unless otherwise approved in writing by the Residential Architectural Review Committee is to be 5:12.

Section 21. Easements. As stated on the recorded Plats and on other recorded documents, easements shall be established for the installation, construction, maintenance and repair of the Common Areas, streets, drainage facilities, utility facilities, transmission facilities, communication facilities, and other similar services within the Properties. Such easements may be established by one or more of the following methods:

- (a) By a specific designation of an easement on a recorded Plat;

27290118

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

- (b) By a reservation or specific statement providing for an easement in the Deed of Conveyance of a given Lot; or
- (c) By a separate instrument subsequently recorded by the Association.

Section 22. Residential Architectural Review Committee (RARC).

All Property as declared in this document to include residential Lots, and Common Area is under the jurisdiction with respect to matters of construction, reconstruction, repair or replacement, planting, installation or maintenance, of the Residential Architectural Review Committee of the Countryside P.U.D. No building or structure shall be erected on, placed upon, altered or permitted to remain on any residential Lot unless and until the Owner submits an application or request, together with other information as required by the RARC in accordance with Article II of the Declaration of Residential Covenants and Restrictions for the Countryside Planned Unit Development of Volusia County, Florida, dated September 30, 1982, recorded in Official Records Book 2391, page 1276, Public Records of Volusia County, Florida, as amended from time to time, and the Residential Architectural Review Committee (RARC) Guidelines, as amended from time to time.

The Residential Architectural Review Committee shall review the proposed building or structure (including plans and specification and other required information) as to the quality of workmanship and materials, the harmony of the external design and location of the building, planting or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the grade elevation of the property, consistency with the Development Guidelines Manual and any other relevant considerations, including considerations based exclusively on aesthetic factors.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or

27290119

BOOK PAGE
VOLUSIA COUNTY

hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years.

The Declarant hereby reserves the right to amend, modify, or rescind whatever parts of this Declaration as it in its sole discretion deems necessary or desirable, so long as such amendment or modification does not substantially change the character, nature, or general scheme of development of the Properties which are subject to this Declaration.

This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of fifty-one percent (51%) of all members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 12th day of September, 1985.

WITNESSES:

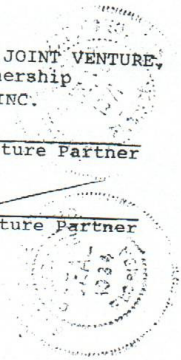
Carmelita deBart
Catherine Hoffmann
Catherine Hoffmann
Carmelita deBart

THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE,
a Florida Joint Venture partnership
By: COASTLINE ENTERPRISES, INC.

By: Wm. H. McMunn Joint Venture Partner
Executive Vice President

By: GARY SAGER, INC.

By: Gary Sager Joint Venture Partner
President



27290120

State of Florida S.S.:
County of Volusia

BOOK PAGE
VOLUME DATE

The foregoing instrument was acknowledged before me this 12th day of September, 1985, by WILLIAM H. McMUNN, Executive Vice President of COASTLINE ENTERPRISES, INC., a Florida corporation, one of the Joint Venture Partners of THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE, a Florida Joint Venture Partnership, on behalf of COASTLINE ENTERPRISES, INC.; and by GARY SAGER, President of GARY SAGER, INC., a Florida corporation, one of the Joint Venture Partners of THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE, a Florida Joint Venture Partnership, on behalf of GARY SAGER, INC, and also on behalf of said Joint Venture.

Carmelita DeBalt
Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES:

Carmelita DeBalt
Catherine Hoffman

COASTLINE ENTERPRISES, INC.,
a Florida Corporation

By: [Signature]
William H. McMunn
Executive Vice President

Attest: [Signature]
Wallace H. Browne
Assistant Secretary

State of Florida S.S.:
County of Volusia

The foregoing instrument was acknowledged before me this 12th day of September, 1985, by WILLIAM H. McMUNN and WALLACE H. BROWNE, as Executive Vice President and Assistant Secretary, respectively, of COASTLINE ENTERPRISES, INC., a Florida Corporation, on behalf of said Corporation.

Carmelita DeBalt
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 16, 1987
Bonded Thru Troy Fair - Insurance, Inc.

WITNESSES:

[Signature]
[Signature]
Carmelita DeBalt

COUNTRYSIDE VILLAS, LTD.,
a Florida Limited Partnership

By: [Signature] Partner
Morteza Hosseini-Kargar Title

State of Florida S.S.:
County of Volusia

The foregoing instrument was acknowledged before me this 12th day of September, 1985, by MORTEZA HOSSEINI-KARGAR, as Partner of COUNTRYSIDE VILLAS, LTD., a Florida Limited Partnership, on behalf of the Florida Limited Partnership.

Catherine Hoffman
Notary Public, State of Florida at Large
My Commission Expires

Notary Public, State of Florida
My Commission Expires Sept. 14, 1988
Bonded Thru Troy Fair - Insurance, Inc.

27290121

BOOK PAGE
VOLUSIA COUNTY

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, holder of certain mortgages encumbering a portion of the subject property, which are recorded in the Public Records of Volusia County, Florida, by execution hereof, consents to the placing of these Covenants and Restrictions on the subject property, and further covenants and agrees that the lien of its mortgages shall be and stand subordinate to such Covenants and Restrictions.

WITNESSES:

Catherine Hoffman
John D. Waters

HERITAGE FEDERAL SAVINGS & LOAN ASSOC.

By: *[Signature]* (CORP SEAL)

Attest: *[Signature]*

State of Florida S.S.:
County of Volusia

The foregoing instrument was acknowledged before me this 12th day of September, 1985, by Harry S. Womack and John D. Waters, Vice President and Secretary of HERITAGE FEDERAL SAVINGS & LOAN ASSOCIATION, on behalf of the Association.

Carmelita DeBalt
Notary Public
State of Florida at Large

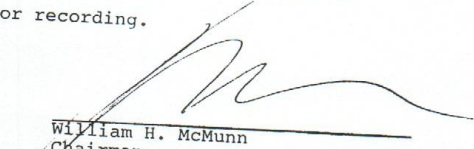
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
Bonded thru Terry Felt - Inverness, Fla

27290122


BOOK PAGE
VOLUSIA COUNTY

THESE COVENANTS AND RESTRICTIONS have been reviewed by the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD, and have been approved for recording.


William H. McMunn
Chairman
RESIDENTIAL ARCHITECTURAL REVIEW
COMMITTEE
COUNTRYSIDE PUD

State of Florida S.S.:
County of Volusia

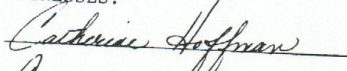
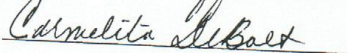
The foregoing instrument was acknowledged before me this 12th day of September, 1985 by WILLIAM H. McMUNN, Chairman of the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD.

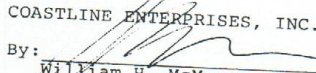

Notary Public
State of Florida at Large

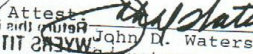
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
Approved This Term Only - Insurance, Inc.

COASTLINE ENTERPRISES, INC., holder of certain mortgages encumbering a portion of the subject property, which are recorded in the Public Records of Volusia County, Florida, by execution hereof, consents to the placing of these Covenants and Restrictions on the subject property, and further covenants and agrees that the lien of its mortgages shall be and stand subordinate to such Covenants and Restrictions.

WITNESSES:

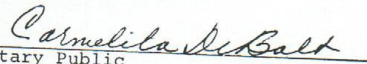



COASTLINE ENTERPRISES, INC.
By: 
William H. McMunn
Executive Vice President

Attest: 
John D. Waters
Secretary
WATERS TITLE GROUP, INC.
1325 SEADWAY BOULEVARD
DAVONIA BEACH, FLORIDA 32117

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 12th day of September, 1985, by WILLIAM H. McMUNN and JOHN D. WATERS, Executive Vice President and Secretary respectively of COASTLINE ENTERPRISES, INC., on behalf of said Corporation.


Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
Approved This Term Only - Insurance, Inc.

27370290

BOOK PAGE
VOLUBIA JUNTY
FLORIDA

FILED
135 SEP 26 AM 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
COUNTRYSIDE SUBDIVISION UNIT II AND COUTRYSIDE PUD UNIT IIID
HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of Florida for the formation of corporations not for profit, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 211 Broadway, Daytona Beach, Florida 32018.

ARTICLE III

Sam Bell, whose address is c/o Cobb and Cole, P.A., 150 Magnolia Ave., Daytona Beach, Florida, 32014, is hereby appointed the initial registered agent of this Association, and his address is hereby designated as the initial registered office of this Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as follows:

27370291

BOOK PAGE
Lots 1 through 104, and the private streets of Smokerise Blvd., Baytree Court, Sandy Hill Circle and that portion of Pine Forest Trail and North Lake Drive as described in Countryside Subdivision, Unit II Plat, as recorded in Plat Book 39, Pages 79 and 80, Public Records of Volusia County, Florida.

and

Lots 1 through 62, and the private streets of Clear Lake Drive, Fruitwood Place, Ginger Tree Place and Silver Leaf Place, as described in Countryside PUD Unit IIID Plat, as recorded in Plat Book 40, Page 44, Public Records of Volusia County, Florida.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Volusia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other nonprofit corporation organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the consent of fifty-one percent (51%) of all members;
- (g) have and to exercise the right and power to levy fines and to collect interest and place liens against Lots where Owners have failed to make full payment of assessments as required, or upon failure of an Owner or guest to abide by rules and regulations which have been enacted within the Properties;
- (h) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner, including Declarant, of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, or which shall be subject to assessment upon conveyance by Declarant, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

BOOK PAGE
VOLUSIA COUNTY
FL

The Association shall have two classes of voting membership, as outlined below:

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, in writing, but in no event shall more than one vote be cast with respect to any Lot.

Notwithstanding anything to the contrary contained herein, any owner who owns more than one-half (1/2) of a Lot shall be deemed to own one Lot for voting purposes, and shall be entitled to one vote.

CLASS B. Class B members shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned, or any portion of a Lot constituting more than one-half (1/2) of the Lot. Class B membership shall cease and be converted to Class A membership in the event of either of the following, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- OR
- (b) on September 1, 1990.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

- | | |
|-------------------|--|
| William H. McMunn | 211 Broadway
Daytona Beach, Florida 32018 |
| Morteza Hosseini | 673 Beville Road
South Daytona, Florida 32019 |

27370294

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

Gary Sager

44 Wildwood Trail
Ormond Beach, Florida 32074

At the first annual meeting the members shall elect three (3) Directors for a term of one year and at each annual meeting thereafter the members shall elect three Directors for a term of one year.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

ARTICLE XI
INCORPORATORS

The names and address of the incorporators are as follows:

William H. McMunn

211 Broadway
Daytona Beach, Florida 32018

27370295

BOOK PAGE
VOLUME

FILED
1985 SEP 26 AM 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Morteza Hosseini

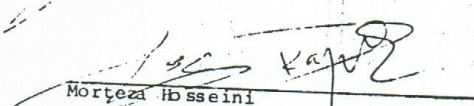
673 Beville Road
South Daytona, Florida 32071


Gary Sager

44 Wildwood Trail
Ormond Beach, Florida 32074

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 22nd day of September, 1985.


William H. McMunn


Morteza Hosseini

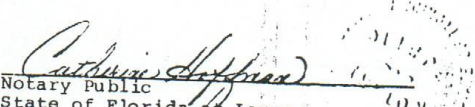

Gary Sager

STATE OF FLORIDA
COUNTY OF VOLUSIA

S.S.:

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared William H. McMunn, Morteza Hosseini, and Gary Sager, to me well known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation.

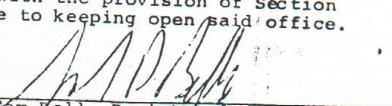
WITNESS my hand and official seal in Volusia County, Florida this 22nd day of September, 1985.


Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 14, 1988
Renewed thru 1987 from process

THE UNDERSIGNED having been named to accept service of process for the above-stated Corporation, at the place designated in Article III of the Articles of Incorporation, hereby accepts such designation and agrees to comply with the provision of Section 48.091, Florida Statutes, relative to keeping open said office.


Sam Bell, Registered Agent

27370296

BY-LAWS

BOOK PAGE
VOLUME CITY

OF

COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location. The name of the Corporation is COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 211 Broadway, Daytona Beach, Florida 32018, but meetings of members and Directors may be held at such places within the State of Florida, County of Volusia, and may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including the private roads within the Association property.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

27370297

BOOK PAGE
/01 USU: RTV

Section 6. "Declarant" shall mean and refer to THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE, a Florida Joint Venture partnership, COUNTRYSIDE VILLAS, a Florida limited partnership, and COASTLINE ENTERPRISES, INC., a Florida Corporation, their successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Volusia County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Regular annual meetings shall be held thereafter. Meetings shall be scheduled at the hour of seven o'clock P.M. (7:00PM) and written notice shall be provided each member as outlined in Section 3.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to one quarter ($\frac{1}{4}$) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days nor more than sixty (60) days in advance of the meeting, to each member entitled to vote thereat. Notices shall be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of such notification. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

27370298

BOOK PAGE
VOL. 151 47

Section 4. Quorum. The presence at the meeting of members or of proxies entitled to cast fifty-one percent (51%) of all of the votes of each class of membership shall constitute a quorum.

If the required quorum is not present in person or by proxy, another meeting may be called subject to the same notice requirement, and the required quorum at this meeting shall be members or proxies entitled to cast twenty-five percent (25%) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until such time as a quorum as aforesaid shall be present to be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS/SELECTION/TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) Directors for a term of one year, and at each annual meeting thereafter the members shall elect three (3) Directors for a term of one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3) majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remain-

ing members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual out of pocket expenses incurred in the performance of his duties, when approved by the Board of Directors.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of members, to serve from the close of such annual meeting until the close of the next annual meeting. Such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

27370300

ARTICLE VI
MEETING OF DIRECTORS

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three
- (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as the deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - 1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - 2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3. assess late penalty charges and collect interest on late payments as outlined in the Declaration;
 - 4. foreclose the lien again any property for which assessments are not paid within forty-five (45) days after due date or to bring action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

27370302
BOOK PAGE
VOLUME 1947
FLORIDA

Section 1. Enumeration of Offices. The officers of this Association shall be a President, and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors 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.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers of the Association are as follows:

(a) PRESIDENT: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may sign all checks and promissory notes,

27370303

BOOK PAGE
VOLusia COUNTY
in excess of Two

except that checks or notes written for amounts in excess of Two Thousand Five Hundred (\$2,500.00) Dollars shall require the signatures of two (2) officers of the Association.

(b) VICE-PRESIDENT: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all documents requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) 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; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member.

27370304

The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association Annual and Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. The Annual Assessment is charged on a semi-annual basis payable in advance, due January 1st and July 1st of each calendar year. Any assessments which are not paid when due shall be delinquent. Any Special Assessment(s) for capital improvements established by majority assent of the voters in each class of members are also charged on a semi-annual basis payable in advance, due January 1st and July 1st of the year in which such Special Assessment is levied. Any special assessment not paid when due shall be delinquent.

Delinquency of more than fifteen (15) days from the due date shall result in an interest charge of eighteen percent (18%) per annum from the due date. In addition to charging interest on past due assessments, the Association may also charge a late penalty of Twenty-five (\$25.00) Dollars if payment is not received within fifteen (15) days of due date.

When payment is past due for forty-five (45) days the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney fees resulting from any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

The Declarant is not liable for payment of assessments as a Class B member.

The Association is not required to bill members for assessments. Reminders of assessments may be mailed to members by the Association, however, this is done as a courtesy only, and does not imply that any

27370305

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

billing or notification is required by the Association. Timely payment of assessments, both annual and special, are the responsibility of the Owner.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the year of its incorporation.

ARTICLE XIII

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE IV

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

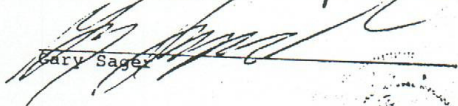
IN WITNESS WHEREOF, we, being all of the Directors of COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 26th day of September, 1985.



William H. McMunn



Mortaza Hosseini



Gary Sage

27791981

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

ARTICLE OF AMENDMENT
TO THE BY-LAWS OF
COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID
HOMEOWNERS ASSOCIATION, INC.

(Recorded in Official Records Book 2737, Pages 296 through 305,
Public Records of Volusia County, Florida.)

The undersigned, being all of the Directors of COUNTRYSIDE SUBDIVISION
UNIT II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS ASSOCIATION, INC., a corporation not
for profit under the laws of the State of Florida, and at least 80% of the Lot
Owners of Countryside Subdivision Unit II and Countryside PUD Unit III-D,
hereby amend Article VIII, Section 7, paragraphs (a) and (d) of the By-Laws
of the Association, to read as follows:

ARTICLE VIII, Section 7.(a) shall read as follows:

"(a) PRESIDENT: The President shall preside at all meetings of
the Board of Directors; shall see that orders and resolutions of
the Board are carried out; shall sign all leases, mortgages, deeds
and other written instruments and may sign all promissory notes."

ARTICLE VIII, Section 7.(c) shall read as follows:

"(d) TREASURER: The Treasurer shall receive and deposit in appropriate
bank accounts all monies of the Association and shall disburse such
funds; shall sign all promissory notes of the Association; keep proper
books of account; cause an annual review of the Association books to be
made by a public accountant at the completion of each fiscal year;
and shall prepare an annual budget and a statement of income and
expenditures to be presented to the membership at its regular annual
meeting, and deliver a copy of each to the members."

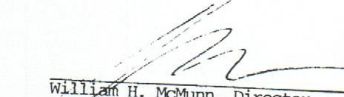
IN WITNESS WHEREOF, we, being all of the Directors of COUNTRYSIDE SUBDIVISION
UNIT II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS ASSOCIATION, INC., and at least
80% of the Lot Owners of Countryside Subdivision Unit II and Countryside PUD
Unit III-D, have hereunto set our hands this 31st day of October, 1985.

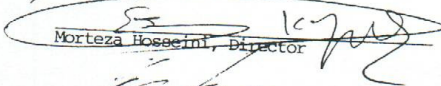
010860

FILED FOR RECORD
RECORD VERIFIED

JAN 30 8 30 AM '86

CLERK OF COUNTY
VOLUSIA COUNTY, FLORIDA

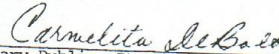

William H. McMunn, Director


Morteza Hossaini, Director


Gary Sager, Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of
October, 1985, by William H. McMunn and Gary Sager, two of the Directors of
COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS
ASSOCIATION, INC., on behalf of the Association.


Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 11, 1987.
© 1985 The First Fidelity Insurance, Inc.



27791982

STATE OF FLORIDA
COUNTY OF VOLUSIA

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by Morteza Hosseini, one of the Directors of COUNTRYSIDE SUBDIVISION II AND COUNTRYSIDE PUD UNIT IIID HOMEOWNERS ASSOCIATION, INC., on behalf of the Association.

Carmelita DeBalt
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
Bonded This Day For - Insurance, Inc.

LOT OWNERS:

THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE,
a Florida Joint Venture partnership

BY: COASTLINE ENTERPRISES, INC.

By: [Signature] (CORP)
William H. McMunn, President (SEAL)
Joint Venture Partner

BY: GARY SAGER, INC.

By: [Signature] (CORP)
Gary Sager, President (SEAL)
Joint Venture Partner

Owner of 101 of 103 Lots in Countryside Subdivision
Unit II

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by William H. McMunn, President of COASTLINE ENTERPRISES, INC., a Florida corporation, one of the Joint Venture Partners of THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE, a Florida Joint Venture Partnership, on behalf of COASTLINE ENTERPRISES, INC.,; and by Gary Sager, President of GARY SAGER, INC., a Florida corporation, one of the Joint Venture Partners of THE HUNT CLUB AT COUNTRYSIDE JOINT VENTURE, a Florida Joint Venture Partnership, on behalf of GARY SAGER, INC., and also on behalf of said Joint Venture.

Carmelita DeBalt
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
Bonded This Day For - Insurance, Inc.

COUNTRYSIDE VILLAS, LTD., a Florida Limited
Partnership

By: [Signature] (CORP)
Morteza Hosseini, Partner (SEAL)

Owner of 58 of 61 Lots in Countryside PUD Unit IIID

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by Morteza Hosseini, as Partner of COUNTRYSIDE VILLAS, LTD., a Florida Limited Partnership, on behalf of the partnership.

Carmelita DeBalt
Notary Public, State of Florida at Large
My Commission Expires:

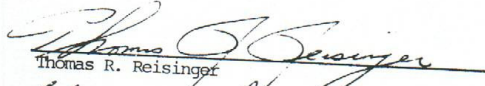
Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
Bonded This Day For - Insurance, Inc.

27791983

ARTICLE OF AMENDMENT
TO THE BY-LAWS OF
COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID
HOMECOWNERS ASSOCIATION, INC.

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

LOT OWNERS - Continued


Thomas R. Reisinger


Elizabeth Reisinger

Owners of Lot 50, Countryside Subdivision Unit II

27791984

JAN 01 1986

BOOK PAGE
VOLUSIA COUNTY ARTICLE OF AMENDMENT
FLORIDA TO THE BY-LAWS OF
COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID
HOMEOWNERS ASSOCIATION, INC.

LOT OWNERS - Continued

Robert F. Lobeck

Robert F. Lobeck

Marjorie J. Lobeck

Marjorie J. Lobeck

Owners of Lot 9, Countryside PUD Unit III-D

127791985

ARTICLE OF AMENDMENT
TO THE BY-LAWS OF
COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID
HOMEBOWNERS ASSOCIATION, INC.

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

LOT OWNERS - Continued

George J. Canacakos

George J. Canacakos

Dolores M. Canacakos

Dolores M. Canacakos

Owners of Lot 3, Countryside PUD Unit III-D

1300

249 482
BOOK PAGE

DECLARATION OF COVENANTS
COUNTRYSIDE SUBDIVISION, UNIT II
AS PER PLAT IN BOOK 39, PAGE 79-80

THIS DECLARATION OF COVENANTS, made this 27th day of September, 1983, by COASTLINE ENTERPRISES, INC., a Florida corporation,

WITNESSETH:

Coastline Enterprises, Inc. (hereafter sometimes referred to as "Developer", which term shall include any person or entity to which Coastline shall assign its rights hereunder, or which shall succeed to such rights by operation of law), the owner of all lots in the above referenced subdivision, hereby declares and subjects Lots 52 through 78, inclusive (hereafter called "the Lakefront Lots") of Countryside Subdivision Unit II to the following covenants and easements, to-wit:

1. Each Lakefront Lot shall be subject to an easement for the maintenance and upkeep of the lake over that portion of the lot which is waterward of the building restriction line as shown on the plat. No structures, fences, hedges, trees, or other object which would interfere with the upkeep and maintenance of the lake shall be placed in the maintenance easement area.

2. No docks, ramps, floats or other structures shall be erected, installed, or placed in the lake or in the maintenance easement area, except on a temporary basis where necessary for maintenance purposes.

3. Each owner of a Lakefront Lot shall have an easement over and upon the entire lake surface for sailboating, canoeing, rafting, paddle boating, and row boating, provided that such activity shall not interfere with Developer's construction activities in Unit II, or in any future phases of Countryside.

4. No boats more than 12 feet in length (except canoes) shall be used on the lake. No artificially powered boat or vehicle (such as a motorboat or a jet ski) shall be used or operated on the lake (except that a dredge or other engine driven equipment may be used for maintenance purposes).

U 88986

FILED FOR RECORD
RECORD VERIFIED
SEP 28 11 53 AM '83
COUNTY CLERK
FLORIDA COUNTY

24931483

BOOK PAGE

5. The owner of each Lakefront Lot shall be responsible for keeping the lake bank which is on his lot neat and free of debris and litter. No trash or refuse shall be dumped in the lake or placed or kept near the lake. Lakefront Lots shall only be fertilized with time release fertilizer to minimize nutrient runoff into the lake.

6. Filling or dredging within the lake is prohibited except as required in order for the lake to fulfill its purpose as a part of an overall drainage plan for Unit II and surrounding property. No Lakefront Lot owner shall permit any change to be made in the grade of that portion of his lot which is waterward of the building restriction line as shown on the plat, nor install any retaining walls.

7. The easements hereinabove reserved and granted are extended to and shall exist so long as the lake referred to herein shall exist.

8. The covenants and restrictions contained in this declaration are intended as covenants running with the land for a period of thirty years from the date of recording of this declaration in the Public Records of Volusia County, Florida, and thereafter for successive ten-year periods unless and until terminated or modified in whole or in part by the recording in the Public Records of Volusia County, Florida, of an instrument in writing executed with the formality of a deed by the owners of 75% of the Lakefront Lots in Unit II and in any other unit or units of Countryside Subdivision which form a part of or are adjacent to the lake. Anything hereinabove to the contrary notwithstanding, the covenants contained herein may be amended or modified at any time by recording in the Public Records of Volusia County, Florida, an instrument in writing executed with the formality of a deed by Developer and by the owners of 90% of all lots in Unit II and in any other unit or units of Countryside Subdivision which will form a part of or be adjacent to the lake.

24931484

BOOK PAGE

9. The Countryside Subdivision Unit II Homeowners Association and the Countryside PUD Residential Homeowners Association (Master) shall have a perpetual maintenance easement 7.5' in width on each side of each side property line and across all land waterward of the building restriction line as shown on the plat for the necessary maintenance of the lake.

10. All easements shown on the plat of Countryside Subdivision Unit II as being in favor of the Unit II Homeowners Association shall also run to and in favor of the Countryside PUD Residential Homeowners Association.

WITNESSES:

Carmel DeBost

Sam Stein

COASTLINE ENTERPRISES, INC.

By: [Signature]
William H. McMunn
Executive Vice President

Attest: [Signature]
John D. Waters
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Declaration of Covenants was acknowledged before me this 27 day of September, 1983, by WILLIAM H. McMUNN and JOHN D. WATERS, Executive Vice President and Secretary, respectively, of COASTLINE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC, State of Florida At Large
My Commission Expires April 6th, 1984...

055966

COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID

1. Declaration of Covenants, Conditions and Restrictions
Recorded 9-16-85
2. Articles of Incorporation -
Countryside Subdivision Unit II and Countryside PUD Unit III-D
Homeowners Association, Inc.
3. By-Laws -
Countryside Subdivision Unit II and Countryside PUD Unit III-D
Homeowners Association, Inc.
Recorded Official Records Book 2737, Page 0290
4. Amendment to Declaration
Recorded 12-3-85
5. Article of Amendment to the By-Laws
Recorded 1-30-86
6. Declaration of Covenants, Countryside Subdivision, Unit II
Recorded 9-28-83

Book: 4028
Page: 1971

PROPOSED AMENDMENTS
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COUNTRYSIDE SUBDIVISION UNIT II AND COUNTRYSIDE PUD UNIT IIID

(Recorded in Official Records Book 2729, Pages 105 through 0122,
Public Records of Volusia County, Florida.)

ARTICLE VI USE RESTRICTIONS, SECTION 19, WHICH CURRENTLY READS AS
FOLLOWS:

Section 19. Garages/Garage Doors. All dwelling units are required to have a minimum of a two car garage with a minimum sixteen (16') foot garage door with an operational automatic door opener which is to be installed at the Owner's expense. The garage shall be constructed in such a manner as to allow at least the parking of two standard size American cars.

Garage doors are to be constructed only of wood or masonite. Garage doors must remain in a closed (down) position when not in use for the ingress or egress of automobiles. Garages may not be converted for any use such as additional living space, but are to be specifically limited to the original purpose intended, that is, storage of vehicles.

AMEND TO READ AS FOLLOWS:

Section 19. Garages/Garage Doors. All dwelling units are required to have a minimum of a two car garage with a minimum sixteen (16') foot garage door with an operational automatic door opener which is to be installed at the Owner's expense. The garage shall be constructed in such a manner as to allow at least the parking of two standard size American cars. Garages may not be converted for any use such as additional living space, but are to be specifically limited to the original purpose intended, that is, storage of vehicles.

Garage doors are to be constructed of wood, Masonite, or steel. Garage doors shall be kept in operable condition. Garage doors must remain in a closed (down) position when not in use for the ingress and egress of the owner or owners or for the ingress and egress of automobiles. Garage doors may be kept open up to 2 feet above driveway surface, for ventilation purposes, when not in use for ingress or egress. RARC must pre-approve any deviation or change in color or type of door. Carports are not permitted. No screen door in lieu of or used with garage door is permitted.

OVER

*Screen Doors
or garages
10-1-2002*