

BY-LAWS
OF
COUNTRYSIDE PUD UNIT III-C
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is Countryside PUD Unit III-C Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 677 Beville Road, South Daytona, Florida 32019, but meetings of members and directors may be held at such places within the State of Florida, County of Volusia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to COUNTRYSIDE PUD UNIT III-C 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.

Section 4. "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 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.

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Section 6. "Declarant" shall mean and refer to COUNTRYSIDE TOWNHOMES, a Florida General Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Official 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, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of six (6:00) o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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 vote one-fourth (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 15 days before such meeting to each member entitled to vote thereat, 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 notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of

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Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. 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 a quorum as aforesaid shall be present or 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 five (5) directors, who need not be members of the Association.

Section 2. Term of Office. All directors shall serve for a term of one year, or until successors are elected and installed.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a 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 remaining 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.

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However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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 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 prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and 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 nonmembers.

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.

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ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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 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 facilities 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 60 days for 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;

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(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 they 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-fourth (1/4) 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) record and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an 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 for the issuance of these certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) cause the Common Area to be maintained.
- (h) cause the exterior of the dwelling to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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 disqualified to serve.

Section 4. 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.

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

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Section 6. 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.

Section 7. 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 created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) 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 shall co-sign all checks and promissory notes.

Vice-President

(b) 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.

Secretary

(c) 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 papers 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.

Treasurer

(d) 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;

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keep proper books of account; cause an annual audit 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 shall 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. 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 to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of the delinquency at the highest rate allowed by law, together with a late penalty and the sum of \$25.00 for every ninety (90) day period of delinquency, or part thereof.

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Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

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

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. 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 XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 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 PUD UNIT III-C HOMEOWNERS ASSOCIATION, INC. have

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hereunto set our hands this 15th day of January, 1985.

Jay Barfield
JAY BARFIELD

Morteza HosseiniKargar
MORTEZA HOSSEINIKARGAR

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of
COUNTRYSIDE PUD UNIT III-C HOMEOWNERS ASSOCIATION, INC. a
Florida not for profit corporation, and,

THAT the foregoing By-Laws constitute the original By-
Laws of said Association, as duly adopted at a meeting of
the Board of Directors thereof, held on the 15th day of
January, 1985.

Jeanne C. Olson
SECRETARY

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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 be made until the plans and specifications showing the nature, kind, shape, height, materials, 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 of the Countryside P.U.D. Residential Homeowners Association, Inc. (the "RARC"), pursuant to the provisions of the Declaration of Residential Covenants and Restrictions Countryside Planned Unit Development dated September 30, 1982 and recorded in Official Records Book 2391, Page 1276, Public Records of Volusia County, Florida.

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ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, exterior building surfaces, trees, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, nor lawn maintenance for areas walled or fenced in for use as a patio, nor shrubs.

In the event that the need for maintenance or repair of a Lot or the improvements thereon whether or not ordinarily maintained by the Association is caused through the willful or negligent acts or omissions of its Owner, or through the willful or negligent acts or omissions of the family, guests, tenants or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

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 private garages. 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 RARC 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, overnight or for a continuous period of time in excess of eight (8) consecutive hours.

Section 4. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer, or trailer or other similar vehicle alone shall be parked for any period of time in excess of eight (8) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling unit or within the confines of a paved driveway leading from the street adjoining a Lot to the doorway of a garage attached to a dwelling unit. 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 eight (8) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling unit. No vehicle of any type are permitted to park in any area other than a paved driveway or garage, between the hours of 2:00 a.m. until 6:00 a.m., and are subject to being towed at owner's expense.

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

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commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed to roam free in the neighborhood or on to any other Owner's property. No permitted pet shall be allowed 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 walls, fences, or hedges shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the RARC in accordance with Article V hereof.

Section 8. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot.

Section 9. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot any outside television or radio antenna, masts, aerials or other tower for the purpose of audio or visual reception or transmission.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association 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 or 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

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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 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot except with the written permission of the Association or 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 to 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 12. Exterior Trim. No owner or tenant of an Owner shall install shutters, awnings, or any other decorative exterior trim or exterior decorations. Exceptions must obtain written approval of the RARC.

Section 13. 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 RARC.

Section 14. Master Policy of Insurance. The Association shall maintain a master insurance policy on all dwelling units situated on Lots, which policy shall be paid for from assessments levied by the Association. Said policy shall be with an insurance company chosen by the Association and shall be in an

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amount sufficient to replace the entire structure (not including interior furnishings and contents) if such loss is caused by the named perils in the insurance policy. The Association shall be the named loss payee on said policy. Proceeds from the policy shall be paid into a special fund to be controlled by the Association for the purpose of reconstructing dwelling units. The Association shall be entitled to apportion said funds for reconstruction in the manner it deems necessary. In the event an Owner of a dwelling unit fails to repair a dwelling unit within thirty (30) days after funds from said insurance policy are made available for repair, then the Association shall be entitled to make repairs utilizing the portion of the insurance funds allotted for that dwelling unit for such repairs and shall be entitled to levy an assessment for any costs of repairs in excess of the allocated insurance funds.

Section 15. 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 upon any Lot or exterior of any dwelling unit or after reasonable notice to the Owner to enter upon any Lot or exterior of any dwelling unit or after reasonable notice to the Owner to enter any dwelling unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building setback lines and the property lines having a diameter of four inches (4") or more (measured two feet (2') from ground level) may not be removed without prior approval of the RARC. 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).

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30)

days after demand by the RARC. If the Owner fails or refuses to replace the trees as demanded, the RARC shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the RARC, its agents, and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Garages/Garage Doors. All dwelling units are required to have a minimum of a single car garage, with a minimum eightfoot (8') garage door. The garage shall be constructed in such manner as to allow the parking of a standard size American car. Steel or fiberglass garage doors are prohibited. Garage doors must remain in a closed (down) position when not in use for the ingress or egress of automobiles.

Section 19. Easements. As stated on the recorded plat 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,
- (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.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in

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equity, all restrictions, conditions, covenants, reservations liens and charges now or 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.

In addition, the Board of Directors is empowered to levy fines not to exceed One Hundred Dollars (\$100.00) per infraction, with the decision of the Board being final and non-appealable. Each violation shall be a separate offense and shall be subject to separate, cumulative fines, should said violation be repeated or allowed to continue to exist on separate days.

Any fine levied by the Board, together with all costs of enforcement, including attorney's fees, shall be payable by the violator within thirty (30) days after levy. The fine, together with such costs and fees shall be secured by a lien in the same manner as annual and special assessments, with enforcement being likewise by foreclosure.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment 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 periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area within Countryside P.U.D. may be annexed to the Properties by Declarant at any time prior to December 31, 1990, without a vote of the membership, said annexation to be accomplished by an Amendment to this Declaration and its exhibits, executed only by Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant

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