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BOOK PAGE

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRYSIDE P.U.D. UNIT III-B

9-20 9 45 AM

By [Signature]

THIS DECLARATION, made on the date hereinafter set forth by COUNTRYSIDE VILLAS, a Florida limited partnership, and COASTLINE ENTERPRISES, INC., a Florida corporation, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in County of Volusia, State of Florida, which is more particularly described as:

Lots 1 through 58, and Parcel "F", and the private streets of Forest Glen Drive, Crystal Lake Drive and North Lakewood Terrace, of Countryside P.U.D., Unit III-B Plat, as recorded in Plat Book 38, Page 158, Public Records of Volusia County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described 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 POD Unit III-B Homeowners Association, Inc., a Florida corporation not for profit, 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,
as shown on the recorded plat of the Properties.

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 COUNTRYSIDE VILLAS, a Florida limited partnership, and COASTLINE ENTERPRISES, INC., a Florida corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements 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 facility situated 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 60 days for any 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 dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment 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:

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 (1/2) of a Lot and less than one and one-half (1-1/2) contiguous Lot(s) shall be deemed to own one (1) Lot for voting purposes, and shall be entitled to one (1) vote.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned, or any portion of a Lot constituting more than one-half (1/2) of the Lot. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, 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, 1986.

ARTICLE IV

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 interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, 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.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1 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 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) 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

two-thirds (2/3) 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 4 shall be sent to all members not less than thirty (30) 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 sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be members or proxies entitled to cast one-third (1/3) 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 monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 annual assessment shall be sent to every Owner subject thereto. The 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 thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any 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.

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.

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 two-car 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 ten (10) 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 ten (10) 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 ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling unit.

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. 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 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 by the RARC.

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, aerals 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 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 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. 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 dwelling unit at reasonable hours on any day of the week.

Section 15. 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 16. Replacement of Trees. Anyone violating the provisions of Section 15 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 15 and this Section 16.

Section 17. Garages/Garage Doors. All dwelling units are required to have a minimum of a double car garage, with a minimum sixteen-foot (16') garage door. The garage shall be constructed

in such manner as to allow the parking of two standard size American cars. Garage doors must remain in a closed (down) position when not in use for the ingress or egress of automobiles.

Section 18. 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 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 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 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 ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) 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 two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 5th day of OCT, 1983.

WITNESSES:

COUNTRYSIDE VILLAS, a Florida Limited Partnership

Jeanne L. Olson
Sylvia S. Dowling

By: [Signature]
MORTEZA HOSSEINI,
General Partner

Jeanne L. Olson
Sylvia S. Dowling

By: [Signature]
JAY BARFIELD,
General Partner

STATE OF FLORIDA)
) S.S.:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 5th day of October, 1983, by MORTEZA HOSSEINI and JAY BARFIELD, General Partners of COUNTRYSIDE VILLAS, a Florida Limited Partnership, on behalf of the partnership.

Jeanne L. Olson
NOTARY PUBLIC
State of Florida at Large

My Commission expires Dec. 27, 1986

COASTLINE ENTERPRISES, INC., a Florida Corporation, holder of certain mortgages encumbering the subject property, which mortgages are dated January 28, 1983, and are recorded in Official Record Book 2420, Pages 639, 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 as if said Covenants and Restrictions had been executed and recorded prior to the recording of its mortgages.

WITNESSES:

COASTLINE ENTERPRISES, INC.
a Florida Corporation

Carmelita DeBalt

By:

William H. McMunn
Executive Vice President

(CORP)
(SEAL)

Margaret H. Wola

Attest:

John D. Waters
Secretary

STATE OF FLORIDA)
) S.S.:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by WILLIAM H. McMUNN, Executive Vice President, and JOHN D. WATERS, Secretary, of COASTLINE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

Carmelita DeBalt

NOTARY PUBLIC
State of Florida at Large

My Commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
Bureau File No. 12-10-1000-100

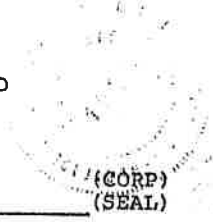
HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, holder of certain mortgages encumbering the subject property, which mortgages are dated January 28, 1983, and are recorded in Official Record Book 2420, Pages 0645, Public Records of Volusia County, Florida, by execution hereof, consents to the placing of 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 as if said Covenants and Restrictions had been executed and recorded prior to the recording of its mortgages.

WITNESSES:

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION

Carmelita deBalt

By: H. S. Womack, Jr.
HARRY S. WOMACK, JR.,
Vice President



Margaret M. Water

Attest: John D. Waters
John D. Waters
Senior Vice President

STATE OF FLORIDA)
) S.S.:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by HARRY S. WOMACK, JR., Vice President, and JOHN D. WATERS, Senior Vice President, of HERITAGE FEDERAL SAVINGS AND 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
Successors thru any form of inheritance.

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

[Handwritten Signature]
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 26th day of September, 1983, by WILLIAM H. McMunn, Chairman of the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD.

[Handwritten Signature]
NOTARY PUBLIC
State of Florida at Large

My Commission expires:
Notary Public, State of Florida
My Commission Expires Jan. 11, 1987
See Vol. Tray Jan - Insurance, Inc.



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office. This 10th day of Feb 16
Clerk of Circuit and County Court
By *[Handwritten Signature]*
Deputy Clerk