

**NOTICE OF PRESERVATION OF THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF THE COUNTRYSIDE PUD III-C HOMEOWNERS' ASSOCIATION, INC.**

*441.00*  
**THIS NOTICE** is executed on this 20<sup>th</sup> day of October, 2014, by the Countryside PUD III-C Homeowners' Association, Inc., a Florida Corporation, whose post office address is P.O. Box 290396, Port Orange, FL, 32129, hereinafter referred to as the "Association".

**THIS NOTICE** is being recorded in the Public Records of Volusia County, Florida, pursuant to Florida Statutes 712.05 and 712.06 for the purpose of preserving the covenants, conditions, and restrictions found in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS as recorded in O.R. Book 2644, pages 1597-1630, and as amended in O.R. Book 3254, page 0996, of the Public Records of Volusia County, Florida. Pursuant to the above referenced statutes, the following information is being provided:

1. The name and address of the Association is COUNTRYSIDE PUD III-C HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation, P. O. Box 290396, Port Orange, FL 32129.

2. Attached hereto is an affidavit from Floyd Wiley, as President of the Association, affirming that the Board of Directors of the Association mailed or hand-delivered the notice attached thereto to all members of the Association and that at least two-thirds of the members of the said Board of Directors, at a duly called meeting of the said Board of Directors, approved the recording of this notice and the preservation of the covenants, conditions, and restrictions found in the Declaration of Covenants, Conditions, and Restrictions as recorded in O.R. Book 2644, pages 1597-1630, and as amended in O.R. Book 3254, page 0996, of the Public Records of Volusia County, Florida.

3. The lands affected by this notice are described as follows:

Countryside P.U.D. - Unit III-C Plat, as recorded in Plat Book 39, page 144, of Public Records of Volusia County, Florida.

4. The covenants, conditions, and restrictions being preserved are those described in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS as recorded in O.R. Book 2644, pages 1597-1630, and as amended in O.R. Book 3254, page 0996, of the Public Records of Volusia County, Florida.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the President of the Association has signed and sealed these presents the day and year first above written.

ATTEST:

Countryside PUD III-C Homeowners'  
Association, Inc.

Martha E. Ash  
Martha E. Ash, Secretary

By: Floyd Wiley  
Floyd Wiley, President  
P. O. Box 290396  
Port Orange, Florida 32129

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared FLOYD WILEY, as President of Countryside PUD III-C Homeowners' Association, Inc., the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that he is known to me or that I relied upon the following form of identification: is known to me, and that an oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of October, 2014.

(SEAL)

Lee C. Williamson  
Notary Public

Lee C. Williamson  
Printed Notary Signature

My Commission Expires:

03/21/2018



LEE C. WILLIAMSON  
MY COMMISSION # FF 072408  
EXPIRES: March 21, 2018  
Bonded Third Degree Notary Services

**AFFIDAVIT OF COMPLIANCE**

**STATE OF FLORIDA  
COUNTY OF VOLUSIA:**


BEFORE me this day personally appeared Floyd Wiley who having been duly sworn deposes and says:

1. Affiant is the president of Countryside PUD III-C Homeowners' Association, Inc. (the "Association"), and as such makes this affidavit on personal knowledge.

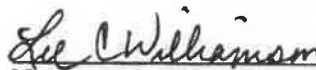
2. Affiant is authorized pursuant to Article VIII, Section 8 of the By-Laws of the Association to execute this affidavit on behalf of the Association.

3. The Board of Directors of the Association caused a Statement of Marketable Title Action to be mailed or hand delivered to the members of the Association not less than seven (7) days prior to the meeting at which the Board of Directors voted to preserve the covenants and restrictions contained in the "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" for Countryside PUD Unit III-C, as recorded on January 16, 1985, in O.R. Book 2644, Page 1597-1630, and amended in O.R. Book 3254, page 0996, of the Public Records of Volusia County, Florida. A true and correct copy of said Statement of Marketable Title Action is attached hereto and incorporated herein as Exhibit "A".

FURTHER AFFIANT SAYETH NOT.

  
Floyd Wiley, President

SWORN TO AND SUBSCRIBED before me this 20th day of October, 2014, by Floyd Wiley, who is personally known to me or who has presented \_\_\_\_\_ as identification.

 (SIGN)  
Notary Public

Lee C. Williamson (PRINT)

My Commission Expires:

03/21/2018



LEE C. WILLIAMSON  
MY COMMISSION # FF 072406  
EXPIRES: March 21, 2018  
Bonded Third Budget Notary Services

**COUNTRYSIDE III-C H.O.A.  
P.O. BOX 290396  
PORT ORANGE, FL 32129**

September 26, 2014

Dear Homeowner,

A Directors' Meeting will be held on Thursday, October 16, 2014 at 7 p.m. in the library at the Countryside Clubhouse on Village Trail.

All homeowners are encouraged to attend this meeting. It affords an opportunity to meet some of your neighbors and become better acquainted. It also provides the opportunity to comment on items being discussed by the Board.

Please note that at this meeting, the Board of Directors of the Countryside III-C HOA will vote on whether to preserve and protect the Declaration of Covenants, Conditions and Restrictions of the Countryside PUD III-C Homeowners' Association, Inc., as recorded in O.R Book 2644, pages 1597-1630, and as amended in O.R Book 3254, page 0996, of the Public Records of Volusia County, Florida from extinguishment pursuant to the provisions of Florida Statute Chapter 712.

Florida Statutes 712.05 and 712.06 require the following notice to be provided to you:

**STATEMENT OF MARKETABLE TITLE ACTION**

The Countryside P.U.D. Unit III-C HOA (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions, and Restrictions, recorded in Official Records Book 2644, Page 1597 et. seq., as amended in O.R. Book 3254, Page 0996, of the public records of Volusia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

The quarterly maintenance assessment of **\$525** is due on **October 1, 2014**. Please give your check to a director or mail it to:

**Countryside III-C H.O.A.,  
P.O. Box 290396,  
Port Orange, FL 32129**

(over)

If payment is not received by the 10<sup>th</sup> of the month, a late charge may be imposed. Your cooperation in making prompt payments is greatly appreciated.

Respectfully submitted,

*Martha E. Ash*

Martha Ash  
Secretary, Board of Directors

October 16, 2014  
Directors' Meeting Agenda

1. Salute to Flag
2. Declaration of Quorum, Call to Meeting to Order
3. Treasurer's Report
4. Report on Old Business
5. Discussion and vote on reinstating documents
6. Other New Business
7. Questions and Comments from those in attendance
8. Adjournment

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

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

W I T N E S S E T H:

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

Countryside P.U.D. - Unit III-C Plat, as recorded in Plat Book 39, Page 144, 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 PUD UNIT III-C Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

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By *[Signature]*  
CITY CLERK

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 thereafter 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 by Deed on or before March 1, 1975, is described as follows:

The private streets of South Lakewood Terrace, Grayling Court, Vanessa Court, and parcels A and B (except surface water retention ponds and drainage facilities) and Parcel E as shown on the recorded plat of Countryside FUD - Unit III-C, Plat Book 39, Page 144.

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 TRAILHOME, 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.

#### 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:

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- (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.

Section 3. Swimming Pool. Declarant may, at its sole option, construct and deliver to the Association for maintenance and operation, a swimming pool. If such a pool is constructed it will be available for use by all owners in Countryside P.U.D. Units III-C, III-E (proposed, not to exceed 120 lots), and, if voted upon and approved by the membership of Countryside P.U.D. Unit III-A Homeowner's Association Inc., the owners in Countryside P.U.D. Unit III-A. The cost of operation and maintenance of the swimming pool will be borne on a per lot basis by each of the Homeowners Associations whose members are entitled to use of the pool. Payment for the operation and maintenance of the pool will be a requirement of each owner of a lot in the above referenced subdivision participating in the pool, and may not be avoided by non-use of the pool by any owner.



## ARTICLE III

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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 December 31, 1988.

## 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

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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 and of the homes situated upon the Properties.

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 Seven Hundred Twenty Dollars (\$720.00) 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 each Lot upon the conveyance of such lot from Declarant to an Owner other than Declarant, with the first month being ratably prorated, or, if such lot is not sold within thirty (30) days after issuance of a certificate of occupancy, upon the

first day of the second succeeding month following the issuance of the Certificate of Occupancy. 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 ten (10) days after the due date shall bear interest from the due date at the highest rate allowed by law, and in addition, shall bear a late penalty of \$25.00, said penalty to be reimposed for every 90 day period of delinquency. 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 nonuse 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

### 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.

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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.

#### 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

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



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

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)

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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

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

26441611  
BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

herein, has hereunto set its hand and seal this 15 day of  
Jan, 1985.

WITNESS:

Melba Walters

COUNTRYSIDE TOWNHOMES, a  
Florida General Partnership

By: Morteza Hosseini-Kargar  
MORTEZA HOSSEINI-KARGAR,  
General Partner

Virginia M. Kargar

By: Jay C. Barfield  
JAY C. BARFIELD, General Partner

STATE OF FLORIDA )  
COUNTY OF VOLUSIA ) ss.

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of JANUARY, 1985, by MORTEZA  
HOSSEINI-KARGAR and JAY C. BARFIELD, General Partners of  
COUNTRYSIDE TOWNHOMES, a Florida General Partnership, on behalf  
of the partnership.

Sharon L. Olson  
NOTARY PUBLIC, State of Florida  
at Large.

Notary Public, State of Florida  
My Commission Expires Dec. 27, 1986

My commission expires;

COASTLINE ENTERPRISES, INC., a Florida Corporation, holder  
of a certain mortgage encumbering the subject property, which  
mortgage is dated March 30, 1984, and is recorded in  
Official Records Book 2551, Page 1913, 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 mortgage  
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 Mortgage.

WITNESSES:

Carmelita DeBart

COASTLINE ENTERPRISES, INC.,  
a Florida Corporation

By: William H. McMunn  
WILLIAM H. McMUNN,  
Executive Vice President

Carmelita DeBart

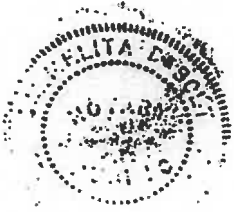
ATTEST: Sharon L. Olson  
Secretary

Approved this date by the Countryside Architectural Review Committee.

William H. McMunn  
William H. McMunn  
Chairman

STATE OF FLORIDA )  
COUNTY OF VOLUSIA ) ss.

The foregoing instrument was acknowledged before me this  
15th day of January, 1985, by WILLIAM H. McMUNN,  
Executive Vice-President of COUNTRYSIDE ARCHITECTURAL REVIEW COMMITTEE, INC., a Florida  
corporation, on behalf of the corporation.



Carmelita deBolt  
NOTARY PUBLIC, State of  
Florida, at Large.

MY commission expires:

Notary Public, State of Florida  
My Commission Expires Jan. 11, 1987  
Issued With My Exp. - January, 86

26441613  
PAGE  
VOLUSIA COUNTY  
FLORIDA  
STATE OF FLORIDA )  
COUNTY OF VOLUSIA ) ss.

The foregoing instrument was acknowledged before me this 15th day of  
January, 1985, by WILLIAM H. McMUNN, Chairman of Countryside  
Architectural Review Committee.



Carmelita deBolt  
NOTARY PUBLIC, State of  
Florida, at Large.

MY commission expires:

Notary Public, State of Florida  
My Commission Expires Jan. 11, 1987  
Issued With My Exp. - January, 86

BOOK PAGE

3254 . 0996

January 26, 1989

TO: Recording Office, Volusia County

VOLUSIA CO. FL

FROM: Countryside P.U.D. - Unit 111-C Plat, as recorded in Plat Book 39, Page 144,  
Public Records of Volusia County, Florida

With the necessary approval of unit owners, we wish to change Section 4, Special Assessments for Capital Improvements in Article IV, Covenant for Maintenance Assessments of the Declaration of Covenants, Conditions and Restrictions for Countryside P.U.D. Unit 111-C.

Section 4 is recorded in Book 2644, page 1602 and should now read -

Section 4 Special Assessments

In addition to the annual assessments authorized above, the Association may levy special assessments, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting called for this purpose.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26 day of January 1989.

P.U.D. 111-C Countryside Townhomes

By: Lee Zell  
Lee Zell, President

By: Joseph Mantia  
Joseph Mantia, Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of January 1989 by Lee Zell and Joseph Mantia, Officers 111-C Countryside Townhomes, on behalf of the unit owners.

Notary Public  
NOTARY PUBLIC, State of Florida  
at Large.

My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 2, 1990

Correspondence to:

Mr. Lee Zell  
952A Vanessa Ct.  
Port Orange, FL 32079

phone - 761-0218

FILED FOR RECORD  
RECORD VERIFIED  
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89 JAN 30 9:12

CLERK CIRCUIT COURT  
VOLUSIA CO. FL

City-County

011789