

THIS DECLARATION, made on the date hereinafter set forth by COUNTRYSIDE TOWNHOMES, a Florida limited partnership, and COASTLINE ENTERPRISE, 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 56, and parcels B, C, E, F, G and H, and the private streets of Meadowview Drive and Windridge Court, of COUNTRYSIDE PUD UNIT III-A Plat as recorded in Plat Book 38, Page 157, 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 thereto.

ARTICLE I  
DEFINITIONS

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

## 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 any 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 Lots 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 COVENANTS 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 covenants 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 assigned 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 on 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 all Lots on the first date 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 become 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 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 Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed in 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 the 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 owners 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 Rules 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, gutters, downspouts, exterior building surfaces, trees, shrubs, 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.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests 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 party 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 building 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 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 along 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 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 collection 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 party 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 be 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. 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 tree 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 Association 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 eight-foot (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 easement 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 ENFORCEMENT

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 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 by an instrument signed by not less than seventy-five (75) percent 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.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**REVITALIZED ARTICLES OF INCORPORATION OF  
COUNTRYSIDE PUD UNIT III-A HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That these Revitalized Articles of Incorporation of Countryside PUD Unit III-A Homeowners Association, Inc. (hereinafter the "Revitalized Articles") are made and entered into this 2<sup>nd</sup> day of August, 2018, by Countryside PUD Unit III-A Homeowners Association, Inc., a Florida non-profit corporation (hereinafter the "Association") and the owners of properties within the Plat of COUNTRYSIDE P.U.D. – UNIT III A, as described in Plat Book 38, at Pages 156 and 157, Public Records of Volusia County, Florida. Said Revitalized Articles are a revival of the existing Articles of Incorporation Countryside PUD Unit III-A Homeowners Association, Inc., as entered into on August 30, 1983 by the incorporators of the Association, and filed on September 22, 1983 with the Florida Secretary of State, as amended from time to time, and as retyped below. This revival is sought pursuant to Florida Statutes §720.403-720.407 (2017).

The following persons are the organizing committee formed for purposes of revitalizing the Association's covenant and restrictions pursuant to Florida Statute §720.403-§720.407:

**Organizing Committee**

Cynthia Clegg  
936 C Meadow View Drive  
Port Orange, FL 32127  
386-236-9333

Donna Davis  
938 A Meadow View Drive  
Port Orange, FL 32127  
386-756-8464

Michael Piacenza  
934F Meadow View Drive  
Port Orange, FL 32127  
(386) 295-7446

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

**ARTICLE I**

The name of the corporation is COUNTRYSIDE PUD UNIT III-A HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

**ARTICLE II**

The principal office of the Association is located at 345 Beville Road, Suite #106, South Daytona, Florida 32019.

### ARTICLE III

Jay Barfield, whose address is 3558 South Orange Avenue, Orlando, Florida 32806, is hereby appointed the initial registered agent of this Association, and his address is hereby designated as the initial registered office of this Association.

### ARTICLE IV PURPOSES AND POWERS OF THE ASSOCIATION

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

Lots 1 through 56, and Parcels B, C, E, F, G and H, and the private streets of Meadowview Drive and Windridge Court, of COUNTRYSIDE PUD UNIT III-A Plat as recorded in Plat Book 38, Page 157, Public Records of Volusia County, Florida.

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

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

- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V MEMBERSHIP

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

#### ARTICLE VI VOTING RIGHTS

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 Lots 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 (as defined in the Declaration), 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 Sept. 1, 1986.

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Jay Barfield	3558 South Orange Avenue Orlando, Florida 32806
Morteza Hosseini-Kargar	345 Beville Road, Suite 106 South Daytona, FL 32019
Cynthia Nugent	Post Office Box 13283-A Orlando, Florida 32859
Kathryn P. Burgess	Post Office Box 13283-A Orlando, Florida 32859
Carl Gold	Post Office Box 13283-A Orlando, Florida 32859
Sherry F. Barfield	Post Office Box 13283-A Orlando, Florida 32859
Jeanne Olson	345 Beville Road, Suite 106 South Daytona, Florida 32019
Linda Hughes	345 Beville Road, Suite 106 South Daytona, Florida 32019
Forough Hosseini-Kargar	345 Beville Road, Suite 106 South Daytona, Florida 32019

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII  
DISSOLUTION

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

ARTICLE IX  
DURATION

The corporation shall exist perpetually.

ARTICLE X  
AMENDMENTS

Amendments of these Articles shall require the affirmative vote of two-thirds (2/3) of the fifty-six (56) unit owners which comprise the Association's membership.

ARTICLE XI  
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII  
INCORPORATORS

The names and addresses of the incorporators are as follows:

Jay Barfield	3558 South Orange Avenue Orlando, FL 32806
Morteza Hosseini	345 Beville Road, Suite 106 South Daytona, Florida 32019

**REVITALIZED BY-LAWS OF  
COUNTRYSIDE PUD UNIT III-A HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That these Revitalized By-Laws of Countryside PUD Unit III-A Homeowners Association, Inc. (hereinafter the "Revitalized By-Laws") are made and entered into this 2<sup>nd</sup> day of August, 2018, by Countryside PUD Unit III-A Homeowners Association, Inc., a Florida non-profit corporation (hereinafter the "Association") and the owners of properties within the Plat of COUNTRYSIDE P.U.D. – UNIT III A, as described in Plat Book 38, at Pages 156 and 157, Public Records of Volusia County, Florida. Said Revitalized By-Laws are a revival of the existing By-Laws of Countryside PUD Unit III-A Homeowners Association, Inc., as entered into on September 1, 1983, by the Board of Directors of the Association, as may be amended from time to time, and as retyped below. This revival is sought pursuant to Florida Statutes §720.403-720.407 (2017).

The following persons are the organizing committee formed for purposes of revitalizing the Association's covenant and restrictions pursuant to Florida Statute §720.403-§720.407:

**Organizing Committee**

Cynthia Clegg  
936 C Meadow View Drive  
Port Orange, FL 32127  
386-236-9333

Donna Davis  
938 A Meadow View Drive  
Port Orange, FL 32127  
386-756-8464

Michael Piacenza  
934F Meadow View Drive  
Port Orange, FL 32127  
(386) 295-7446

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is COUNTRYSIDE PUD UNIT III-A HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 345 Beville Road, Suite 1106, 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-A 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.

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 Public Records of Volusia County, Florida.

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

### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, 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 eight (8) 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 the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) 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. Commencing October 6<sup>th</sup>, 1990, the affairs of this Association shall be managed by a Board of five (5) directors all of whom shall be members of the Association and three (3) of whom shall be permanent residents of a Countryside III-A unit. All members of the present Board shall terminate on October 6, 1990.

Section 2. Term of Office. At the annual meeting of October 6, 1990, the Association members shall elect five (5) directors. The members shall elect one (1) director for a term which shall end at the Association's annual meeting of 1991, two (2) directors for a term which shall end at the Association's annual meeting of 1992; and two (2) directors for a term which shall end at the Association's annual meeting of 1993. At each annual meeting thereafter, the members shall elect a director for a term of three years for each director whose term has expired.

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. 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 non-members.

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

## ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly 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 continue 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 sixty (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.

(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) 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 certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause 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 dwellings 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.

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; 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 an Architectural Control Committee, as provided in the Declaration, and 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, record 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 assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the 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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.





# COUNTRYSIDE P.U.D. - UNIT IIIA

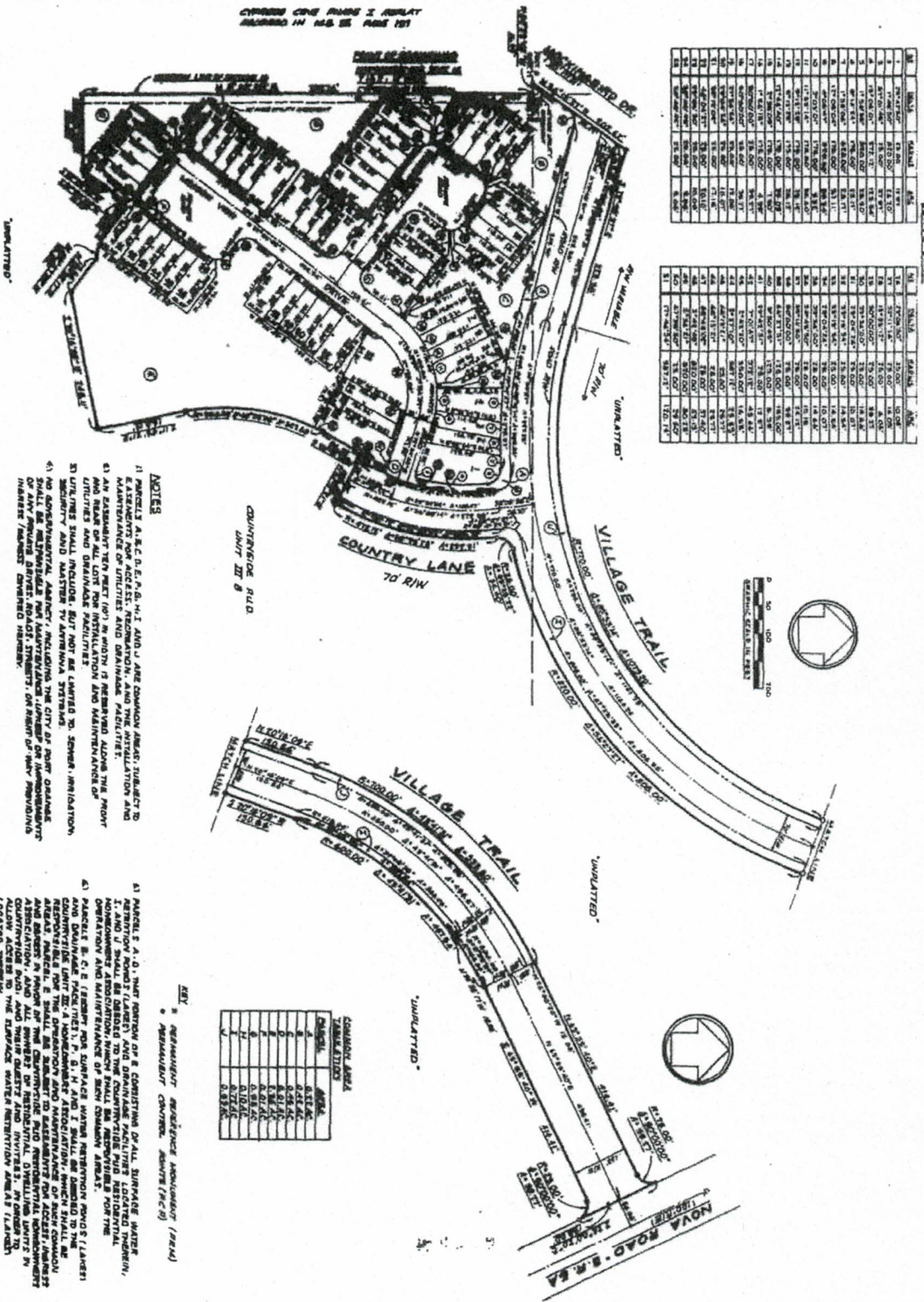
SECTIONS 8, 9 & 16, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PORT ORANGE, FLORIDA

PLAT BOOK 38  
AND PAGE 157

CURVE DATA

NO.	SHAPE	START	END	AREA
1	RECTANGULAR	12.000	12.000	0.000
2	RECTANGULAR	12.000	12.000	0.000
3	RECTANGULAR	12.000	12.000	0.000
4	RECTANGULAR	12.000	12.000	0.000
5	RECTANGULAR	12.000	12.000	0.000
6	RECTANGULAR	12.000	12.000	0.000
7	RECTANGULAR	12.000	12.000	0.000
8	RECTANGULAR	12.000	12.000	0.000
9	RECTANGULAR	12.000	12.000	0.000
10	RECTANGULAR	12.000	12.000	0.000
11	RECTANGULAR	12.000	12.000	0.000
12	RECTANGULAR	12.000	12.000	0.000
13	RECTANGULAR	12.000	12.000	0.000
14	RECTANGULAR	12.000	12.000	0.000
15	RECTANGULAR	12.000	12.000	0.000
16	RECTANGULAR	12.000	12.000	0.000
17	RECTANGULAR	12.000	12.000	0.000
18	RECTANGULAR	12.000	12.000	0.000
19	RECTANGULAR	12.000	12.000	0.000
20	RECTANGULAR	12.000	12.000	0.000
21	RECTANGULAR	12.000	12.000	0.000
22	RECTANGULAR	12.000	12.000	0.000
23	RECTANGULAR	12.000	12.000	0.000
24	RECTANGULAR	12.000	12.000	0.000
25	RECTANGULAR	12.000	12.000	0.000
26	RECTANGULAR	12.000	12.000	0.000
27	RECTANGULAR	12.000	12.000	0.000
28	RECTANGULAR	12.000	12.000	0.000
29	RECTANGULAR	12.000	12.000	0.000
30	RECTANGULAR	12.000	12.000	0.000
31	RECTANGULAR	12.000	12.000	0.000

NO.	SHAPE	START	END	AREA
32	RECTANGULAR	12.000	12.000	0.000
33	RECTANGULAR	12.000	12.000	0.000
34	RECTANGULAR	12.000	12.000	0.000
35	RECTANGULAR	12.000	12.000	0.000
36	RECTANGULAR	12.000	12.000	0.000
37	RECTANGULAR	12.000	12.000	0.000
38	RECTANGULAR	12.000	12.000	0.000
39	RECTANGULAR	12.000	12.000	0.000
40	RECTANGULAR	12.000	12.000	0.000
41	RECTANGULAR	12.000	12.000	0.000
42	RECTANGULAR	12.000	12.000	0.000
43	RECTANGULAR	12.000	12.000	0.000
44	RECTANGULAR	12.000	12.000	0.000
45	RECTANGULAR	12.000	12.000	0.000
46	RECTANGULAR	12.000	12.000	0.000
47	RECTANGULAR	12.000	12.000	0.000
48	RECTANGULAR	12.000	12.000	0.000
49	RECTANGULAR	12.000	12.000	0.000
50	RECTANGULAR	12.000	12.000	0.000
51	RECTANGULAR	12.000	12.000	0.000



**NOTES**

1) PARCELS A, B, C, E, F, G, H, I, AND J ARE COMMON AREAS, SUBJECT TO EASEMENTS FOR ACCESS, RECREATION, AND THE UTILIZATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES.

2) AN EASEMENT TO PASS FROM NORTH TO SOUTH IS RESERVED ALONG THE FRONT UTILITIES AND DRAINAGE FACILITIES.

3) UTILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, SEWER, IRRIGATION, SECURITY AND MASTER TV ANTENNA SYSTEMS.

4) NO RESIDENTIAL, COMMERCIAL, INDUSTRIAL, OR OTHER DEVELOPMENT OF ANY KIND SHALL BE PERMITTED ON ANY OF THE PARCELS OR PORTION THEREOF, UNLESS OTHERWISE HEREBY.

**KEY**

1) PARCELS A, B, C, E, F, G, H, I, AND J SHALL BE SUBJECT TO THE SURFACE WATER RESTRICTION (AS SET FORTH IN THE SUBDIVISION MAP), AND SHALL BE SUBJECT TO THE RESTRICTIONS AND MAINTENANCE OF THE SURFACE WATER RESTRICTION (AS SET FORTH IN THE SUBDIVISION MAP).

2) PARCELS B, C, E, F, G, H, I, AND J SHALL BE SUBJECT TO THE RESTRICTIONS AND MAINTENANCE OF THE SURFACE WATER RESTRICTION (AS SET FORTH IN THE SUBDIVISION MAP).

3) PARCELS A, B, C, E, F, G, H, I, AND J SHALL BE SUBJECT TO THE RESTRICTIONS AND MAINTENANCE OF THE SURFACE WATER RESTRICTION (AS SET FORTH IN THE SUBDIVISION MAP).

COMMON AREA

PARCEL	AREA
A	0.1250
B	0.1250
C	0.1250
D	0.1250
E	0.1250
F	0.1250
G	0.1250
H	0.1250
I	0.1250
J	0.1250
TOTAL	1.2500

**Rick Scott**  
GOVERNOR



Adam Carls, Esq.  
July 27, 2018

**Cissy Proctor**  
EXECUTIVE DIRECTOR

NOTICE  
ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.  
July 27, 2018

Adam Carls, Esq.  
Arias Bolsinger, PLLC  
140 N. Westmonte Dr., Suite 203  
Altamonte Springs, Florida 32714

**Re: Countryside PUD Unit III-A Homeowners' Association, Inc.; Approval;  
Determination Number: 18132**

Dear Mr. Carls:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Countryside PUD Unit III-A Homeowners' Association, Inc.; (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

A handwritten signature in black ink that reads 'James D. Stansbury'.

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

