

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRYSIDE PUD UNIT IV-A

THIS DECLARATION is made on this 29th day of July, 1988,
by INTERVEST CONSTRUCTION, INC., a Florida corporation, herein-
after referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real
property located in Volusia County, Florida, which is more
particularly described as follows: Countryside PUD Unit IV-A,
as recorded in Plat Book 42, Page 15, of the Public Records of
Volusia County, Florida, and more particularly described as:
A parcel of land being a part of Section 16, Township 16
South, Range 33 East in the City of Port Orange, Volusia County,
Florida, being more particularly described as follows:
From a point of beginning, being the most southwesterly
point in Countryside P.U.D., Unit III-E as recorded in Plat
Book 41, Page 92, among the Public Records of Volusia County,
Florida; thence along the southerly boundary of said Countryside
P.U.D., Unit III-E, S88°59'12"E, a distance of 658.25 feet to
the southeasterly corner of said Countryside P.U.D., Unit III-E,
said point additionally being on the westerly boundary line of
Countryside P.U.D., Unit III-C, as recorded in Plat Book 39, Page
144, among the Public Records of Volusia County, Florida; thence
southeasterly along the said boundary line of Countryside P.U.D.,
Unit III-C on a curve concave to the East, having a radius of
764.25 feet passing through a central angle of 13°21'15", an arc
length of 178.13 feet to a point of tangency; thence S16°30'01"E,
a distance of 101.87 feet to the southwesterly corner of parcel
"C" of said Countryside P.U.D., Unit III-C; thence departing said
boundary S73°30'00"W, a distance of 15.00 feet to a point; thence
continuing on the westerly line of a parcel 15-feet in width and
contiguous to the westerly right-of-way line of said Country Lane,
on a line S16°30'01"E, a distance of 647.81 feet to a point of
curvature of a curve to the right, having a radius of 670.00 feet;
thence continuing along the arc of said curve, passing through a
central angle of 7°30'00", an arc length of 87.70 feet to a point
of tangency; thence S09°00'01"E, a distance of 116.15 feet to a
point of curvature of a curve to the left, having a radius of
660.00 feet; thence continuing along the said westerly boundary
line passing through a central angle of 26°00'00", an arc length
of 299.50 feet to a point of tangency; thence S35°00'01"E, a dis-
tance of 177.92 feet to a point cusp for a curve concave to the
southeast, having a radius of 170.00 feet, a chord bearing of
S51°48'33"W and a chord length of 339.47 feet; thence departing
said westerly boundary line along the arc of said curve passing
through a central angle of 186°22'53", an arc length of 553.00
feet to a point of compound curvature for a curve concave to the
West, having a radius of 50.00 feet; thence along the arc of said
curve passing through a central angle to 131°02'30", an arc
length of 114.36 feet to a point of tangency; thence S89°39'36"W,
a distance of 277.96 feet to a point; thence N09°15'47"W, a dis-
tance of 118.55 feet to a point on a curve concave to the North,
having a radius of 175.00 feet, a chord bearing of N76°45'47"W and

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a chord length of 133.94 feet; thence along the arc of said curve, passing through a central angle of 45°00'00", an arc length of 137.44 feet to a point of tangency; thence N54°15'47"W, a distance of 205.00 feet to a point; thence N35°44'12"E, a distance of 311.83 feet to a point of curvature of a curve to the left, having a radius of 25.00 feet; thence along the arc of said curve, passing through a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency; thence N54°15'48"W, a distance of 77.50 feet to a point; thence N35°44'13"E, a distance of 180.11 feet to a point; thence N66°45'46"W, a distance of 22.29 feet to a point on a curve concave to the West, having a radius of 180.00 feet, a chord bearing of N03°49'49"W a chord length of 163.82 feet; thence along the arc of said curve passing through a central angle of 54°08'07", an arc length of 170.07 feet to a point of tangency; thence N30°53'53"W, a distance of 50.45 feet to a point; thence N33°26'34"W, a distance of 45.04 feet to a point; thence N30°53'53"W, a distance of 30.69 feet to a point of tangency for a curve to the right, having a radius of 472.00 feet; thence along the arc of said curve passing through a central angle of 23°17'59", an arc length of 191.94 feet to a point of tangency; thence N07°35'57"W, a distance of 119.89 feet to a point on a curve concave to the right, having a radius of 591.03 feet, a chord bearing of N84°01'22"E, and a chord length of 37.44 feet; thence along the arc of said curve passing through a central angle of 3°37'49", an arc length of 37.45 feet; thence departing said curve N04°09'43"W, a distance of 161.06 feet to a point on a curve concave to the North, having a radius of 170.00 feet, a chord bearing of S68°05'45"W a chord length of 127.03 feet; thence along the arc of said curve passing through a central angle of 43°52'41", an arc length of 130.19 feet to a point of tangency; thence N89°57'55"W, a distance of 189.95 feet to a point on the westerly line of said Section 16, Township 16 South, Range 33 East; thence along the said westerly line of Section 16, N00°01'39"E, a distance of 383.28 feet to the point of beginning of this description.

Containing 22.64 acres, more or less.

NOW, THEREFORE, 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 IV-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 and parking areas, Parcels "A", "B", "C", "D" and "E", Countryside PUD Unit IV-A as recorded in Plat Book 42, Page 15, Public Records of Volusia County, Florida, except for surface water retention ponds (lakes and drainage facilities). Declarant has no plans to construct improvements on the aforementioned, however, Declarant reserves the right at its sole discretion to construct any improvements it deems appropriate on any of the Common Areas.

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 Areas.

Section 6. "Declarant" shall mean and refer to INTERVEST CONSTRUCTION, INC., a Florida corporation, successors and assigns which succeed to the interests of the above-named Declarant as developer of Countryside PUD Unit IV-A.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

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(a) 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 two-thirds (2/3) of members has been recorded.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; OR
- (b) February 1, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 104.04 per Lot.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the

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maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by an amount greater than fifteen percent (15%) of the annual assessment for the previous year by a vote of the majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual assessment at an amount not in excess of the maximum as established herein.

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

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

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

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

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

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

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

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

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may, in addition to charging interest on past due assessments, charge a

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late penalty of Twenty-five Dollars (\$25.00) if payment is not received within fifteen (15) days of due date.

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

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

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. COUNTRYSIDE PUD (Master Association): DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS OF COUNTRYSIDE PLANNED UNIT DEVELOPMENT.

All properties within Countryside PUD Unit IV-A are subject to the Declaration of Residential Covenants and Restrictions of Countryside Planned Unit Development dated September 30, 1982, and recorded in Official Records Book 2391, Page 1276, of the Public Records of Volusia County, Florida, as amended from time to time.

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

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said previously recorded Declarations of Covenants and Restrictions shall control.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein including color change, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Residential Architectural Review Committee (RARC) of the Countryside PUD Residential Homeowner's Association, Inc. Architectural review is pursuant to the provisions of the Declaration of Residential Covenants and Restrictions of the Countryside Planned Unit Development dated September 30, 1982 and recorded in Official Records Book 2391, Page 1276, of the Public Records of Volusia County, Florida, as amended from time to time, and the Residential Architectural Review Committee (RARC) Guidelines, as amended from time to time.

ARTICLE VI

USE RESTRICTIONS

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

Section 2. No Temporary Structures. No structures of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed,

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boat, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Residential Architectural Review Committee for use during construction only.

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

Section 4. Storage Restrictions. No truck, house trailer, mobile home, camper, boat, boat and trailer, or trailer, or other similar vehicle alone shall be parked on any Lot after 10:00 P.M. and until 7:00 A.M. or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity shall be parked for any period of time in excess of ten (10) consecutive hours, nor between the hours of 7:00 P.M. until 7:00 A.M., or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling.

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

Not more than two (2) domestic household pets shall be kept or maintained at any dwelling. Such permitted pets shall be kept on the Owner's Lot and shall not be permitted to roam free in the neighborhood or on to any other Owner's property. No pet shall be permitted to make noise in a manner or of such volume as to annoy or disturb other Owners.

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

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

Section 8. Restrictions Specific to Lakefront Lots. No docks, ramps, floats or other structures shall be erected, installed or placed in the lakes or in the maintenance easement area. No Owner shall permit any change to be made in the grade of his Lot, nor shall the owner install or cause to be installed any retaining wall or structure.

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

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

Section 11. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association and its authorized agents, employees or contractors, shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for

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the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Properties. Such entrance for the purpose of mowing, cutting, clearing and pruning shall not be deemed a trespass, but shall be deemed a license coupled with an interest.

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

Section 12. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot except with the written permission of the Association and with the approval of the Countryside PUD Residential Architectural Review Committee, except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships for the property Owner.

If permission is granted for any other signage, the Association shall have the right to restrict size, color, and content of such signs. One "For Sale" sign, not to exceed five square feet, will be permitted per Lot. No signage will be displayed from windows of residences or garages.

Section 13. Exterior Trim. No Owner or tenant of an Owner shall install any additional shutters, any awnings or any other decorative exterior trim or exterior decorations, nor change any exterior color. Requests for exception must first obtain the

written approval of the Residential Architectural Review Committee prior to any installation or change.

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

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

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

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

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

Section 19. Garages/Garage Doors. All dwelling units are required to have a minimum of a two-car garage with a minimum sixteen foot (16') garage door. The garage shall be constructed

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in such a manner as to allow at least the parking of two compact-sized American cars.

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

Section 20. Roofs. Roofs are to be constructed of Masonite Corporation "WOODRUP" rustic roofing shingles, or a comparable product approved by the Countryside PUD RARC. Minimum roof pitch, unless otherwise approved in writing by the Residential Architectural Review Committee, is to be 5:12.

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

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

Section 22. Residential Architectural Review Committee (RARC). All Property as declared in this document to include residential Lots, and Common Area is under the jurisdiction with respect to matters of construction, reconstruction, repair or replacement, planting, installation or maintenance, of the Residential Architectural Review Committee of the Countryside PUD. No building or structure shall be erected on, placed upon, altered or

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permitted to remain on any residential Lot unless and until the Owner submits an application or request, together with other information as required by the RARC in accordance with Article II of the Declaration of Residential Covenants and Restrictions for the Countryside Planned Unit Development of Volusia County, Florida, dated September 30, 1982, recorded in Official Records Book 2391, Page 1276, Public Records of Volusia County, Florida, as amended from time to time, and the Residential Architectural Review Committee (RARC) Guidelines, as amended from time to time.

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

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years.

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

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

Section 4. Annexation. Declarant may, in its sole discretion, add additional phases of Property to the terms of this Declaration by recording an annexation amendment in the public records of Volusia County, Florida. Notice of said annexation stating the number of lots and a description of common property added, the number of votes allocated to Declarant, and the total number of votes in the Association after said annexation, shall be delivered to all Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 29th day of July , 1988.

WITNESS:

INTERVEST CONSTRUCTION, INC., a
Florida corporation

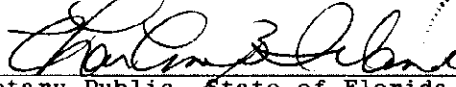
Cheryl Williams
Sharon J. Kane

By:

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar, President

State of Florida, S.S.:
County of Volusia

The foregoing instrument was acknowledged before me this 29th day of July, 1988, by MORTEZA HOSSEINI-KARGAR, as President of INTERVEST CONSTRUCTION, INC., a Florida corporation, on behalf of said corporation.



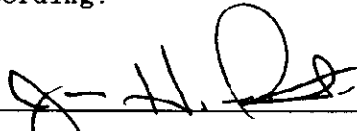
Notary Public, State of Florida at Large
My commission expires:

NOTARY PUBLIC, State of Florida at large
My commission expires October 30, 1989

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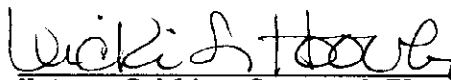
THESE COVENANTS AND RESTRICTIONS have been reviewed by the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD, and have been approved for recording.



Chairman
RESIDENTIAL ARCHITECTURAL REVIEW
COMMITTEE, COUNTRYSIDE PUD

State of Florida
S.S.
County of Volusia

The foregoing instrument was acknowledged before me this 1ST day of AUGUST, 1988, by JAMES H. FANT, Chairman of the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD.



Notary Public, State of Florida at Large
My commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 25, 1989
Successors: The First State Insurance, Inc.

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

BOOK PAGE
3182 0244
VOLUSIA FLORIDA

The undersigned, being the owner of Lot 16, Countryside PUD, Unit IV-A, recorded in Map Book 42, at Page 15, Public Records of Volusia County, Florida, hereby consents to, joins in, and accepts that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration"), to which this instrument is attached. Said owner hereby acknowledges and agrees to be bound by the Declaration for all purposes and effects and that said lot shall be subject to all conditions, covenants, and restrictions contained in the Declaration which hereafter shall run with the land. This instrument is made on behalf of the undersigned and her respective heirs, legal representatives, successors and assigns. The undersigned further agrees that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida to evidence her joinder and consent as set forth herein.

Executed this 12th day of August, 1988.

WITNESSES:

Diane L. Stuckland
Neil M. Baudreau

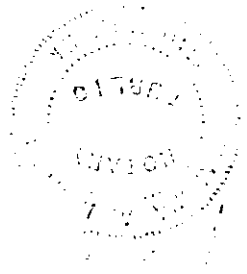
"OWNER"
Joan D. Ball
Joan D. Ball

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Joinder was acknowledged before me this 12th day of August, 1988, by Joan D. Ball.

Joan D. Ball
Notary Public
My Commission Expires:

Notary Public State of Florida
My Commission Expires Aug. 4, 1997



JOINER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned Mortgagee, being the owner and holder of that certain Mortgage dated JUNE 28, 1988 and recorded in Official Records Book 3160, Page 1937, Public Records of Volusia County, Florida, encumbering Lot 16, Countryside PUD, Unit IV-A, of record in Map Book 42, at Page 15, Public Records of Volusia County, Florida, said Lot being a portion of the Property subject to that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration") to be recorded in the Public Records of Volusia County, Florida, does hereby join in and consent to the Declaration. The undersigned Mortgagee agrees that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida, to evidence its joinder and consent as set forth herein.

IN WITNESS WHEREOF, Security First Federal Savings and Loan Association has caused these presents to be signed in its corporate name and its corporate seal to be affixed this 3RD day of August, 1988.

WITNESSES:

SECURITY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Kathryn Risinger
Wanda Briley

BY: H.A. Thackston

ATTEST: Jacqueline S. Heenan
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of August, 1988, by H. A. Thackston and Jacqueline S. Heenan Vice-President and Assistant Secretary, respectively, of Security First Federal Savings and Loan Association, a Florida corporation, on behalf of the corporation.

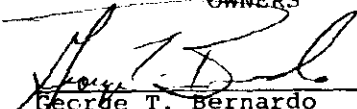

Kathryn Risinger
Notary Public, State of Florida
at Large
My Commission Expires:

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned, being the owners of Lot 21, Countryside PUD, Unit IV-A, recorded in Map Book 42, at Page 15, Public Records of Volusia County, Florida, hereby consent to, join in, and accept that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration"), to which this instrument is attached. Said owners hereby acknowledge and agree to be bound by the Declaration for all purposes and effects and that said lot shall be subject to all conditions, covenants, and restrictions contained in the Declaration which hereafter shall run with the land. This instrument is made on behalf of each and all of the undersigned and their respective heirs, legal representatives, successors and assigns. The undersigned further agree that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida to evidence their joinder and consent as set forth herein.

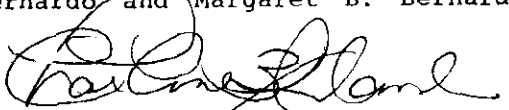
Executed this 9 day of August, 1988.

WITNESSES:

"OWNERS"

George T. Bernardo

Margaret B. Bernardo

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Joinder was acknowledged before me this 10 day of August, 1988, by George T. Bernardo and Margaret B. Bernardo, husband and wife.



Notary Public
My Commission Expires:

NOTARY PUBLIC, State of Florida at large
My commission expires October 30, 1989

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned Mortgagee, being the owner and holder of that certain Mortgage dated JUNE 30, 1988 and recorded in Official Records Book 3161, Page 1414, Public Records of Volusia County, Florida, encumbering Lot 21, Countryside PUD, Unit IV-A, of record in Map Book 42, at Page 15, Public Records of Volusia County, Florida, said Lot being a portion of the Property subject to that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration") to be recorded in the Public Records of Volusia County, Florida, does hereby join in and consent to the Declaration. The undersigned Mortgagee agrees that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida, to evidence its joinder and consent as set forth herein.

IN WITNESS WHEREOF, Security First Federal Savings and Loan Association has caused these presents to be signed in its corporate name and its corporate seal to be affixed this 3RD day of August, 1988.

WITNESSES:

SECURITY FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

Kathryn Resinger
Wanda Briley

BY: H. A. Thackston

ATTEST: Jacqueline S. Heenan
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of August, 1988, by H. A. Thackston and Jacqueline S. Heenan, Vice-President and Assistant Secretary, respectively, of Security First Federal Savings and Loan Association, a Florida corporation, on behalf of the corporation.

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

8-21-89

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned, being the owners of Lot 38, Countryside PUD, Unit IV-A, recorded in Map Book 42, at Page 15, Public Records of Volusia County, Florida, hereby consent to, join in, and accept that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration"), to which this instrument is attached. Said owners hereby acknowledge and agree to be bound by the Declaration for all purposes and effects and that said lot shall be subject to all conditions, covenants, and restrictions contained in the Declaration which hereafter shall run with the land. This instrument is made on behalf of each and all of the undersigned and their respective heirs, legal representatives, successors and assigns. The undersigned further agree that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida to evidence their joinder and consent as set forth herein.

Executed this 12th day of August, 1988.

WITNESSES:

William R. Shike
Karen A. Smith

"OWNERS"
Charles P. Newell
Charles P. Newell
Dorothy M. Newell
Dorothy M. Newell

STATE OF ~~FLORIDA~~ Virginia
COUNTY OF ~~JOLUSIA~~ Fairfax

The foregoing Joinder was acknowledged before me this 12th day of August, 1988, by Charles P. Newell and Dorothy M. Newell, husband and wife.

John A. Mincey
Notary Public
My Commission Expires: 7-26-91

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned Mortgagee, being the owner and holder of that certain Mortgage dated June 30, 1988 and recorded in Official Records Book 3162, Page 454, Public Records of Volusia County, Florida, encumbering Lot 38, Countryside PUD, Unit IV-A, of record in Map Book 42, at Page 15, Public Records of Volusia County, Florida, said Lot being a portion of the Property subject to that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration") to be recorded in the Public Records of Volusia County, Florida, does hereby join in and consent to the Declaration. The undersigned Mortgagee agrees that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida, to evidence its joinder and consent as set forth herein.

IN WITNESS WHEREOF, Security First Federal Savings and Loan Association has caused these presents to be signed in its corporate name and its corporate seal to be affixed this 3RD day of August, 1988.

WITNESSES:

SECURITY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Kathryn Resinger
Waude Briley

BY: H. A. Thackston

ATTEST: Jacqueline S. Heenan
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of August, 1988, by H. A. Thackston and Jacqueline S. Heenan Vice-President and Assistant Secretary, respectively, of Security First Federal Savings and Loan Association, a Florida corporation, on behalf of the corporation.

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

JOINER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

BOOK 3182 PAGE 0250
VOLUSIA COUNTY FL

The undersigned, being the owners of Lot 63, Countryside PUD Unit IV-A, recorded in Map Book 42, at Page 15, Public Records of Volusia County, Florida, hereby consent to, join in, and accept that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration"), to which this instrument is attached. Said owners hereby acknowledge and agree to be bound by the Declaration for all purposes and effects and that said lot shall be subject to all conditions, covenants, and restrictions contained in the Declaration which hereafter shall run with the land. This instrument is made on behalf of each and all of the undersigned and their respective heirs, legal representatives, successors and assigns. The undersigned further agree that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida to evidence their joinder and consent as set forth herein.

Executed this 3 day of August, 1988.

WITNESSES:

"OWNERS"

Hossein Khossrovani
Hossein Khossrovani-Tehrani
Farideh Khossrovani
Farideh Khossrovani-Tehrani

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Joinder was acknowledged before me this 3 day of August, 1988, by Hossein Khossrovani-Tehrani and Farideh Khossrovani-Tehrani, husband and wife.

Charles B. Ireland
Notary Public
My Commission Expires: _____

NOTARY PUBLIC, State of Florida at large
My commission expires October 30, 1989

VOLUSIA CO. FL

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned Mortgagee, being the owner and holder of that certain Mortgage dated July 29, 1988 and recorded in Official Records Book 3174, Page 558, Public Records of Volusia County, Florida, encumbering Lot 63, Countryside PUD, Unit IV-A, of record in Map Book 42, at Page 15, Public Records of Volusia County, Florida, said Lot being a portion of the Property subject to that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration") to be recorded in the Public Records of Volusia County, Florida, does hereby join in and consent to the Declaration. The undersigned Mortgagee agrees that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida, to evidence its joinder and consent as set forth herein.

IN WITNESS WHEREOF, Security First Federal Savings and Loan Association has caused these presents to be signed in its corporate name and its corporate seal to be affixed this 3RD day of August, 1988.

WITNESSES:

Kathryn Resinger
Wanda Briley

SECURITY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: H. A. Thackston

ATTEST: Jacqueline S. Heenan

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of August, 1988, by H. A. Thackston and Jacqueline S. Heenan, Vice-President and Assistant Secretary, respectively, of Security First Federal Savings and Loan Association, a Florida corporation, on behalf of the corporation.

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

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 21, 1993
BONDED THRU GENERAL INS. UNL.

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned, being the owners of Lot 64, Countryside PUD, Unit IV-A, recorded in Map Book 42, at Page 15, Public Records of Volusia County, Florida, hereby consent to, join in, and accept that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration"), to which this instrument is attached. Said owners hereby acknowledge and agree to be bound by the Declaration for all purposes and effects and that said lot shall be subject to all conditions, covenants, and restrictions contained in the Declaration which hereafter shall run with the land. This instrument is made on behalf of each and all of the undersigned and their respective heirs, legal representatives, successors and assigns. The undersigned further agree that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida to evidence their joinder and consent as set forth herein.

Executed this 3 day of August, 1988.

WITNESSES:

"OWNERS"

Mahmud Bahrami

Mohammed R. Bahrami
Mohammed R. Bahrami
Farimeh Bahrami
Farimeh Bahrami

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Joinder was acknowledged before me this 3 day of August, 1988, by Mohammed R. Bahrami and Farimeh Bahrami, husband and wife.

Charles St. James
Notary Public
My Commission Expires: _____

NOTARY PUBLIC, State of Florida at large
My commission expires October 30, 1989

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYSIDE PUD UNIT IV-A

The undersigned Mortgagee, being the owner and holder of the certain Mortgage dated July 29, 1988 and recorded in Official Records Book 3174, Page 508, Public Records of Volusia County, Florida, encumbering Lot 64, Countryside PUD, Unit IV-A, of record in Map Book 42, at Page 15, Public Records of Volusia County, Florida, said Lot being a portion of the Property subject to that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit IV-A dated July 29, 1988 (the "Declaration") to be recorded in the Public Records of Volusia County, Florida, does hereby join in and consent to the Declaration. The undersigned Mortgagee agrees that this instrument shall be attached to the Declaration and recorded in the Public Records of Volusia County, Florida, to evidence its joinder and consent as set forth herein.

IN WITNESS WHEREOF, Security First Federal Savings and Loan Association has caused these presents to be signed in its corporate name and its corporate seal to be affixed this 3RD day of August, 1988.

WITNESSES:

SECURITY FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

Kathryn Resinger
Wanda Briley

BY: H. A. Thackston

ATTEST: Jacqueline S. Heenan
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of August, 1988, by H. A. Thackston and Jacqueline S. Heenan, Vice-President and Assistant Secretary, respectively, of Security First Federal Savings and Loan Association, a Florida corporation, on behalf of the corporation.

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