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BOOK PAGE

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

FILED FOR RECORD
RECORD VERIFIED

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C. H. Smith
COUNTY CLERK

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

WITNESSETH:

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

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

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Countryside PUD Unit III-B Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such

persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding anything to the contrary contained herein, any Owner who owns more than one-half (1/2) of a Lot and less than one and one-half (1-1/2) contiguous Lot(s) shall be deemed to own one (1) Lot for voting purposes, and shall be entitled to one (1) vote.

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on September 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the

personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of

two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be members or proxies entitled to cast one-third (1/3) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed to a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as

to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Residential Architectural Review Committee of the Countryside P.U.D. Residential Homeowners Association, Inc. (the "RARC"), pursuant to the provisions of the Declaration of

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BOOK PAGE

Residential Covenants and Restrictions Countryside Planned Unit Development dated September 30, 1982 and recorded in Official Records Book 2391, page 1276, Public Records of Volusia County, Florida.

ARTICLE VI

USE RESTRICTIONS

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

Section 2. No Temporary Structures. No structures of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the RARC for use during construction only.

Section 3. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

Section 4. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer, or trailer or other similar vehicle alone shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling unit or within the confines of a

paved driveway leading from the street adjoining a Lot to the doorway of a garage attached to a dwelling unit. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling unit.

Section 5. Livestock and Animal Restrictions. No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot; provided, however, that dogs, cats, or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed to roam free in the neighborhood or on to any other Owner's property. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

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

Section 7. Restrictions on Walls, Fences or Hedges. No wall, fence, or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type and location thereof have been approved by the RARC.

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

Section 9. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot any outside television or radio

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

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships to the property Owner. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot.

Section 12. Exterior Trim. No owner or tenant of an Owner shall install shutters, awnings, or any other decorative exterior trim or exterior decorations. Exceptions must obtain written approval of the RARC.

Section 13. Window Coverings. No reflective foil, or other material shall be permitted on any windows except for tinted bronze glass and any such installation shall require the approval of the RARC.

Section 14. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter any dwelling unit at reasonable hours on any day of the week.

Section 15. Tree Removal Restrictions. Trees situated on any Lot between building setback lines and the property lines having a diameter of four inches (4") or more [measured two feet (2') from ground level] may not be removed without prior approval of the RARC. All requests for approval of tree removal shall be submitted to the RARC along with a plan showing generally the location of such tree(s).

Section 16. Replacement of Trees. Anyone violating the provisions of Section 15 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the RARC. If the Owner fails or refuses to replace the trees as demanded, the RARC shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the RARC, its agents, and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 15 and this Section 16.

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

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

Section 18. Easements. As stated on the recorded plat and on other recorded documents, easements shall be established for the installation, construction, maintenance and repair of the common areas, streets, drainage facilities, utility facilities, transmission facilities, communication facilities, and other similar services within the Properties. Such easements may be established by one or more of the following methods:

- (a) By a specific designation of an easement on a recorded plat,
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot, or
- (c) By a separate instrument subsequently recorded by the Association.

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

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

WITNESSES:

COUNTRYSIDE VILLAS, a Florida Limited Partnership

Jeanne L. Nelson
Sylvia S. Dowling

By: Morteza Hosseini
MORTEZA HOSSEINI,
General Partner

Jeanne L. Nelson
Sylvia S. Dowling

By: Jay Barfield
JAY BARFIELD,
General Partner

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

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

Jeanne L. Nelson
NOTARY PUBLIC
State of Florida at Large

My Commission expires 4th Notary Public, State of Florida
Comm. No. Expires Dec. 27, 1985

COASTLINE ENTERPRISES, INC., a Florida Corporation, holder of certain mortgages encumbering the subject property, which mortgages are dated January 28, 1983, and are recorded in Official Record Book 2420, Pages 639, Public Records of Volusia County, Florida, by execution hereof, consents to the placing of these Covenants and Restrictions on the subject property, and further covenants and agrees that the lien of its mortgages shall be and stand subordinate to such Covenants and Restrictions as if said Covenants and Restrictions had been executed and recorded prior to the recording of its mortgages.

WITNESSES:

COASTLINE ENTERPRISES, INC.
a Florida Corporation

Carmelita DeBalt

By: [Signature] (CORP)
WILLIAM H. McMUNN (SEAL)
Executive Vice President

Margaret M. Wola

Attest: [Signature]
John D. Waters
Secretary

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

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

Carmelita DeBalt
NOTARY PUBLIC
State of Florida at Large

My Commission expires:
Notary Public, State of Florida
My Commission Expires Jan. 31, 1987
Subject to the State Public Insurance Law.

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

WITNESSES:

HERITAGE FEDERAL SAVINGS AND
LOAN ASSOCIATION

Carmelita deBalt

By: H. S. Womack, Jr. (CORP)
HARRY S. WOMACK, JR., (SEAL)
Vice President

Margaret M. Nolan

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

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

The foregoing instrument was acknowledged before me this 26th day of September 1983, by HARRY S. WOMACK, JR., Vice President, and JOHN D. WATERS, Senior Vice President, of HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, on behalf of the Association.

Carmelita deBalt
Notary Public
State of Florida at Large
My Commission expires:

I hereby certify that the State of Florida
My Commission Expires on 12-31-87
Printed Here To Indicate Authenticity

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

[Handwritten Signature]
WILLIAM H. McMUNN
Chairman
RESIDENTIAL ARCHITECTURAL REVIEW
COMMITTEE
COUNTRYSIDE PUD

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

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by WILLIAM H. McMUNN, Chairman of the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD.

[Handwritten Signature]
NOTARY PUBLIC
State of Florida at Large

My Commission expires:

Notary Public, State of Florida
My Commission Expires June 11, 1987

1/16/11

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

ARTICLE I

NAME AND LOCATION. The name of the corporation is COUNTRYSIDE PUD UNIT III-B HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 345 Beville Road, Suite #106, 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

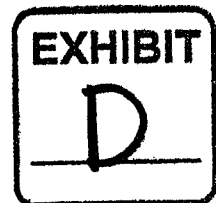
Section 1. "Association" shall mean and refer to COUNTRYSIDE PUD UNIT III-B HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. 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.

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.

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 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 waive 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.

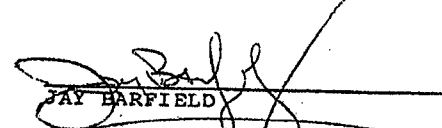
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

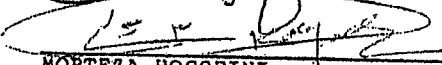
ARTICLE XIV

MISCELLANEOUS

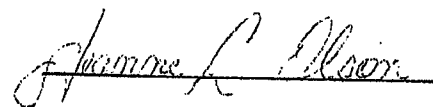
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

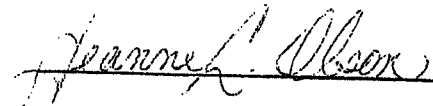
IN WITNESS WHEREOF, we, being all of the directors of COUNTRYSIDE PUD UNIT III-B HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 5th day of OCTOBER 1983.



JAY BARFIELD


MORTEZA HOSSEINI



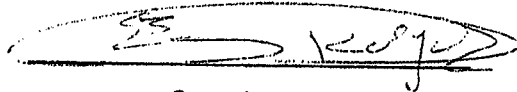


CERTIFICATION

I, the undersigned, do hereby certify:

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

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 5th day of OCTOBER, 1983.

A handwritten signature in dark ink, enclosed within a hand-drawn oval. The signature is stylized and appears to read "R. J. [unclear]".

Secretary

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

During the ANNUAL MEMBERS MEETING held on October 8, 1987 it was approved by a majority vote that the following changes to the above By-Laws be made. Would you therefore make the following changes in your copy of the BY-LAWS provided to you during the month of January 1987:

1. ARTICLE I.

Change the second sentence to read: The mailing address of the corporation shall be P. O. Box 29-1355, Fort Orange, Florida 32029, but the meetings of members and directors may be held at such places within the State of Florida County of Volusia, as may be directed by the Board of Directors.

ARTICLE IV.

Section 1. Number. Change the number of Board of Directors from 9 to 5.

Replace ARTICLE IV, Section 2. Term of Office. with the following:

Section 2. Term of Office. At the first annual meeting of members ~~following~~ ^{following} October 8, 1987, ~~at~~ ^{at} each each annual meeting of members thereafter, the members shall elect either two (2) or three (3) directors for a term of two (2) years, depending upon the term of those retiring from office in accordance with ARTICLE V.

4. ARTICLE VI, MEETINGS OF DIRECTORS, Section 1. Regular Meetings. Change the word, "EVEN" in the inked-in words in the first sentence to "ODD" indicating that meetings will be held on the second Thursday of each odd month, rather than even month.
5. ARTICLE VIII, Section 8, (d) TREASURER; Insert the words, "as determined by the Board of Directors" in the seventh line after the words, "of each fiscal year"

