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AMENDED AND RESTATED
DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS
COUNTRYSIDE PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

This Amended and Restated Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, Volusia County, Florida (hereinafter "Amended Declaration") is made this 3rd day of February, 1989, by COASTLINE ENTERPRISES, INC., a Florida Corporation (hereinafter "Developer"), with its principal mailing address at 644 Ferguson Drive, Orlando, Florida 32805-1014 (hereinafter "Developer") and the holders of at least sixty-six percent (66%) of the total votes in the Countryside P.U.D. Residential Homeowners' Association, Inc., a Florida not-for-profit corporation (hereinafter "Association").

WITNESSETH:

WHEREAS, in accordance with the applicable provisions of state law and local ordinances, the Developer has entered into a Countryside P.U.D. (Planned Unit Development) Agreement with the City of Port Orange, Florida, recorded in Official Records Book 2317, page 1531 of the Public Records of Volusia County, Florida, as amended by the First Amendment to Countryside P.U.D. Agreement, recorded in Official Records Book 2954, pages 1529 et seq., Public Records of Volusia County, Florida (collectively, "P.U.D. Agreement"), pertaining to the development of certain real property lying and being in Volusia County, Florida, and more specifically described in the P.U.D. Agreement as a Planned Unit Development to be known as "Countryside Planned Unit Development" (hereinafter "Countryside P.U.D."); and

WHEREAS on September 30, 1982, Developer made and executed that certain Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, Volusia County, Florida (hereinafter "Original Declaration"), recorded on October 5, 1982, in Official

W. J. Smith
CLERK CIRCUIT COURT
VOLUSIA CO., FL

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Records Book 2391, page 1276, Public Records of Volusia County, Florida; and

WHEREAS, on May 6, 1983, Developer made and executed that certain Supplemental Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, Volusia County, Florida (hereinafter "Supplemental Declaration"), as recorded in Official Records Book 2448, pages 1944 et seq., Public Records of Volusia County, Florida; and

WHEREAS, on July 22, 1983, Developer made and executed that certain Second Supplemental Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, Volusia County, Florida (hereinafter "Second Supplemental Declaration"), as recorded in Official Records Book 2486, pages 0940 et seq., Public Records of Volusia County, Florida; and

WHEREAS, on November 8, 1985, the members of the Association, approved amendments to the Declaration as reflected in that certain Certificate of Amendments to Declaration of Residential Covenants and Restrictions Countryside Planned Unit Development recorded in Official Records Book 2779, pages 1168 et seq., Public Records of Volusia County, Florida; and

WHEREAS, on November 8, 1985, Developer made and executed that certain Third Supplemental Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, Volusia County, Florida (hereinafter "Third Supplemental Declaration"), as recorded in Official Records Book 2758, pages 0608 et seq., Public Records of Volusia County, Florida; and

WHEREAS, on December 17, 1986, the members of the Association approved amendments to the Declaration as reflected in that certain Certificate of Amendments to Declaration of Residential Covenants and Restrictions Countryside Planned Unit Development recorded in Official

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Records Book 2928, pages 1838 et seq., Public Records of Volusia County, Florida; and

WHEREAS, on December 22, 1986, Developer made and executed that certain Fourth Supplemental Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, Volusia County, Florida (hereinafter "Fourth Supplemental Declaration"), as recorded in Official Records Book 2921, pages 1490 et seq., Public Records of Volusia County, Florida; and

WHEREAS, on April 24, 1987, the members of the Association approved the Amendments to the Original Declaration as reflected in that Certificate of Adoption of Fifth Supplemental Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, recorded in Official Records Book 2977, page 256, Public Records of Volusia County, Florida; and

WHEREAS, on April 24, 1987, Developer made and executed that certain Fifth Supplemental Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development (hereinafter "Fifth Supplemental Declaration"), recorded in the Official Records Book 2977, pages 245 et seq., Public Records of Volusia County, Florida; and

WHEREAS, the term "Original Declaration, as Amended" shall hereinafter refer to the Original Declaration as amended by the Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, the Fourth Supplemental Declaration, and the Fifth Supplemental Declaration; and

WHEREAS, Developer has caused to be platted the following subdivisions which are subject to the jurisdiction of the Association, to-wit:

<u>Subdivision</u>	<u>Recording (P.R.V.C.F.)</u>
Countryside Subdivision Unit II	PB39, p79-80
Countryside PUD Unit III-A	PB38, p156-157

<u>Subdivision</u>	<u>Recording (P.R.V.C.F.)</u>
Countryside PUD Unit III-B	PB38, p158
Countryside PUD Unit III-C	PB39, p144
Countryside PUD Unit III-D	PB40, p44
Countryside PUD Unit III-E	PB41, p91
Countryside PUD Phase IV-A	PB42, p15
Countryside PUD Unit XII-A	PB41, p170
The Park at Countryside (Lot 1 only)	PB39, p5
Countryside Commercial Center Phase III (Lot 1 and the Northerly and Westerly Portions of Parcel A only)	PB40, p35

and

WHEREAS, Developer is the record owner of the unplatted parcels described on Exhibit "A" which are, or will be, subject to the jurisdiction of the Association (the parcels described on Exhibit "A" are hereafter referred to as "Developer Unplatted Parcels"); and

WHEREAS, Interinvest Construction, Inc. (hereinafter "Interinvest"), is the record owner of the unplatted parcels described on Exhibit "B" which are, or will be, subject to the jurisdiction of the Association (the parcels described on Exhibit B are hereafter referred to as "Interinvest Unplatted Parcels").

WHEREAS, Article VI of the Original Declaration, as Amended, provides that Developer may amend the Original Declaration so long as such amendment does not change the character, nature, or general scheme of development of Countryside P.U.D.; and

WHEREAS, Developer desires to further amend and restate the Original Declaration, as Amended, pursuant to this Amended Declaration, which does not change the character, nature, or general scheme of development of Countryside P.U.D.; and

WHEREAS, Article VI of the Original Declaration, as Amended, provides that the holders of sixty-six percent

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(66%) of the total votes in the Association may amend or modify the provisions of the Original Declaration as they deem necessary or desire, subject to certain limitations prescribed therein; and

WHEREAS, the holders of at least sixty-six percent (66%) of the total votes in the Association have voted to approve this Amended Declaration; and

WHEREAS, the President and Secretary of the Association have executed a certificate under oath reciting that this Amended Declaration was adopted at a meeting duly called and at which a quorum was present in person (or by proxy), and that at least sixty-six percent (66%) of those entitled to cast a vote approved this Amended Declaration, which Certificate is attached hereto as Exhibit "C."

NOW THEREFORE, the Original Declaration, as Amended, is hereby amended and restated as follows:

ARTICLE I

DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions. The following words and terms when used in this Amended Declaration and any supplemental declaration shall have the following meanings, unless the context shall clearly indicate otherwise:

(a) "Association" shall mean and refer to the Countryside P.U.D. Residential Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

(b) "Building" shall mean a Structure, the construction of which has begun but not been completed. Use of the terms "Building" and "Structure" together in this Amended Declaration is intended to encompass any and all construction within the P.U.D., except as specifically excepted in the definition of "Structure".

(c) "Commercial Lot" shall mean any parcel of real property, not containing any Structure, whether shown on a recorded plat or not, designated by the Developer for non-

residential use, and designated by the Developer to accommodate one or more business or professional enterprises.

(d) "Commercial Unit" shall mean any Commercial Lot improved with a Structure.

(e) "Common Areas" shall mean those tracts or parcels of real property described in Section 1.2, together with any improvements thereon which are conveyed or dedicated to the Association and designated as "Common Areas" or other appropriate designation. The term "Common Areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. Except as otherwise noted, Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and visiting members of the general public (but only to the extent designated on the plats or authorized by the Board of Directors of the Association) subject to the Articles of Incorporation, By Laws, fee schedules and operating rules of the Association. Notwithstanding the foregoing, certain Common Areas are intended for the use and enjoyment of owners in a specific Subdivision or portion of a Subdivision within Countryside P.U.D., including but not limited to the Common Areas of Lot 1, The Park (hereinafter "Lot 1, The Park, Common Areas") and Lot 1, Countryside Commercial Center Phase III (hereinafter "Lot 1, Commercial Phase III, Common Areas"), which Common Areas are intended for the use and enjoyment only of (i) as to Lot 1, The Park, Common Areas, the owner of Lot 1, The Park, and such owner's tenants, guests, invitees and permittees, or if Lot 1, The Park, is submitted to the condominium form of ownership the owners of the condominium units located on Lot 1, The Park, and the tenants, guests, invitees and permittees of the owners of said condominium units, (ii) as to Lot 1, Commercial Phase III, Common Areas, the owner of Lot 1, Commercial Phase III

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and such owner's tenants, guests, invitees, and permittees or, if Lot 1, Commercial Phase III is submitted to the condominium form of ownership, the owners of condominium units located on Lot 1, Commercial Phase III and the tenants, guests, invitees and permittees of the owners of said condominium units.

(f) "Developer" shall mean and refer to Coastline Enterprises, Inc. a Florida corporation, and its assigns or successors, which succeed to the interest of Coastline Enterprises, Inc., as the Developer of the entire Countryside P.U.D. The term "Developer" as used herein shall not be deemed to apply to parties which have purchased Subdivisions or portions of Countryside P.U.D. from Coastline Enterprises, Inc., for development as future Subdivisions of Countryside P.U.D.

(g) "Dwelling Unit" shall mean any Residential Lot improved with a Structure, and shall include (i) each apartment unit in each multi-family development in the Countryside P.U.D., and (ii) each condominium unit in each condominium development in the Countryside P.U.D.

(h) "Intervest" shall mean Intervest Construction, Inc., any joint venture or partnership in which Intervest or either of its principals, Morteza Hosseini-Kargar or Nasser Babazadeh holds at least 25% of the voting interest. It shall also include any entity which succeeds to all or substantially all of the interest of Intervest Construction, Inc., as defined above in the lands subject to the jurisdiction of the Association.

(i) "Lot", when used alone, shall include the terms Residential Lot and Dwelling Unit.

(j) "Members" in the context of the membership of the Association shall mean the owners of Residential Lots and Dwelling Units within any part of Countryside P.U.D.

(k) "Residential Architectural Review Committee" (or "RARC") shall mean that committee appointed by the Board

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of Directors of the Association, in accordance with the applicable provisions of this Amended Declaration; provided, however, that so long as Intervest owns any Residential Lots or Unplatted Parcels, Intervest shall have the right to appoint one (1) member of the RARC.

(l) "Residential Lot" shall mean any platted Lot or condominium parcel, designated by the Developer or Intervest for residential use, not containing any Structure, and shall include (i) each apartment unit in each multi-family development in the Countryside P.U.D., and (ii) each condominium unit in each condominium development in the Countryside P.U.D.

(m) "Structure" shall mean any substantially completed improvement projecting above the natural or improved grade of any real property, including, but not limited to, residences, building foundations, storage buildings, pumphouses, ornamental statuaries, and birdbaths; however, not including improvements intended primarily for providing electric, telephone, television, water, sewer or similar utilities services, and not including paving for parking lots or roadways, surface water drainage facilities or signs permitted by these covenants and applicable state law and local ordinances. If a building permit is required, a Structure shall be deemed to be substantially completed at the time the City of Port Orange building inspector certifies that the Structure complies with the applicable requirements for final building inspection, or when the property containing the Structure is subject to ad valorem taxation as improved property, whichever first occurs.

(n) "Subdivision" shall mean each parcel of land designated for residential use within Countryside PUD for which a plat has been or is hereafter recorded in the Public Records of Volusia County, Florida or which has been or is hereafter submitted to condominium ownership as a residential condominium.

(c) "Unplatted Parcels" shall mean ^{VOLUSIA CO. FL} Developer Unplatted Parcels and Intervest Unplatted Parcels as described in the premises hereof and on Exhibits "A" and "B" hereto.

Section 1.2 Common Areas. The Common Areas property shall be as indicated on the various plats of Countryside P.U.D. as filed from time to time in the Public Records of Volusia County, Florida, or as otherwise designated by the Developer or Intervest by deed to the Association, or by any other appropriate recorded document clearly stating the Developer's or Intervest's intention to so designate the property described therein. "Common Areas" referred to in this Amended Declaration shall at all times exclude Lot 1, The Park, Common Areas, and Lot 1, Commercial Phase III, Common Areas.

Section 1.3 Subdivisions. Subdivisions of Countryside P.U.D. will contain various land uses designated by the Developer or Intervest, including: single family, multi family, villas, patio homes, public, and semi-public uses, as those terms are defined from time to time in the P.U.D. Agreement and local ordinances. It is intended that each of these Subdivisions will have distinct covenants and restrictions which shall not conflict with the terms and provisions of this Amended Declaration. Developer and Intervest shall have the right to record any covenants and restrictions with respect to land which they own without review by the RARC, so long as such covenants and restrictions are consistent with the PUD Agreement, as amended and with the provisions of this Amended Declaration and the Articles of Incorporation and Bylaws of the Association, as amended. Any entity (other than Developer and Intervest as permitted herein) which desires to create a Subdivision subject to the jurisdiction of the Association shall submit a copy of the proposed covenants and restrictions to the RARC at least 30 days prior to the date

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that the owner of the lands, to be subject to said covenants and restrictions, intends to commence any improvements or physical modifications to said lands. The RARC shall review the proposed covenants and restrictions as to harmony with the terms and provisions of this Amended Declaration, and other developmental guidelines and rules and regulations pertaining to Countryside P.U.D. The RARC shall have full authority to approve or disapprove the proposed covenants and restrictions or any part thereof.

Within 20 days of the receipt of any set of proposed covenants and restrictions, the RARC shall indicate its approval or disapproval by a written instrument filed with the Secretary of the Board of Directors of the Association, and served personally or by certified mail upon the owner of the Subdivision (such notice shall be deemed complete when mailed). If the RARC fails to approve or disapprove a completed submittal within thirty (30) days after the application is submitted, the applicant must notify the RARC by certified mail of its failure to acknowledge a submittal, and the RARC then has ten (10) days from receipt of said certified letter to respond to the applicant. The decision of the RARC may be appealed in writing within ten (10) days of the receipt of the decision to the Board of Directors of the Association and the Board shall take action on such appeal and either approve or disapprove the decision of the RARC within two weeks after the receipt of the appeal by the Board of Directors. The action of the Board shall be final. If there is no appeal within ten (10) days, then the decision of the RARC shall be final.

The proposed covenants and restrictions shall be revised to comply with the requirements of the RARC prior to the recording of such covenants in the Public Records of Volusia County, Florida. No improvements or modifications may be commenced by any entity (other than the Developer or Intervest as permitted herein) upon any residential lands in

Countryside P.U.D. until covenants and restrictions, which
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have been approved by the RARC have been filed in the Public
Records of Volusia County, Florida.

ARTICLE II

RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE

Section 2.1. No Residential Lot or Dwelling Unit shall be used for any purpose or use except residential. Except as provided in Section 2.6, no Building or Structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than those Buildings or Structures approved by the RARC.

Section 2.2. Except as provided in Section 2.6, no Building or Structure shall be erected on, placed upon, altered, or permitted to remain on any Residential Lot unless and until the owner submits an application or request, together with other information required by the RARC in accordance with this Article, and such application has been reviewed and approved by the RARC as provided in this Amended Declaration. The RARC 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 or Structure with existing buildings or Structures, the location of the building or Structure with respect to topography, vegetation and the finished grade of elevation of the Residential Lot, consistency with the General Covenants and Restrictions set forth in Article III below and any other relevant considerations, including the proposed land use, which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors. The RARC shall further insure that any proposed Structure is placed on the Lot in the most advantageous position and that no trees are unnecessarily disturbed or removed.

Section 2.3. The RARC shall be composed of not less than three (3) nor more than five (5) persons. The members of the RARC shall be appointed for staggered, three-year terms by the Board of Directors of the Association; provided, however, so long as Intervest owns any Residential Lots or Unplatted Parcels subject to the jurisdiction of the Association, Intervest shall have the right to appoint one (1) member. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the RARC other than the member appointed by Intervest (whose replacement shall be appointed by Intervest), the Board of Directors of the Association shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Board of Directors of the Association.

Section 2.4. The RARC shall indicate any disapproval of the matters required to be acted upon by them, by a written instrument filed with the Secretary of the Board of Directors of the Association, and served personally or by certified mail upon the owner and all interested parties, identifying the proposed Building or Structure and the reasons for disapproval. If the RARC fails or refuses to approve or disapprove an application or request within thirty (30) days after the application or request for action is submitted, together with a site plan, floor plan, all elevations, a site clearing plan, a tree clearing plan, a landscaping plan, an engineering plan (if required by the RARC), and necessary specifications (including without limitation samples of all exterior materials and colors), and after the application or request has been certified as complete by the RARC, then the applicant must notify the RARC by Certified Mail of its failure to acknowledge a submittal, and

the RARC then has ten (10) days from receipt of said certified letter to respond to the applicant.

Section 2.5. The decision of the RARC may be appealed, within ten (10) days of the receipt of the decision, to the Board of Directors of the Association by filing with the Board a written request for an appeal. The Board shall take action on such appeal and either approve or disapprove the decision of the RARC within two weeks after the receipt of the request for appeal by the Board of Directors. The action of the Board shall be final. If there is no appeal within ten (10) days, then the decision of the RARC shall be final.

Section 2.6. Anything hereinabove or elsewhere in this Amended Declaration to the contrary notwithstanding, Structures meeting the requirements set forth below constructed on Lots owned by Intervest or Developer shall be deemed to be preapproved by the RARC, and construction thereof may be commenced and conducted to completion without approval of the RARC. It is the intention of this Section 2.6 that house numbers and signs, exterior lighting, walls and fences, driveways and parking lots, tree removal, swimming pools, mailboxes, delivery receptacles, exterior building materials, color plans, roof composition and landscaping installed or provided by Intervest or Developer or their respective subcontractors which meet the standards set forth in subsections A through E below are exempt from RARC review. Those components for which no standards are set shall, with respect to Intervest or the Developer, be deemed pre-approved. The RARC shall have no jurisdiction with respect to construction meeting the following standards, to-wit:

- A. Countryside Subdivision Unit II (Hunt Club)
Minimum Lot Size: 75' x 100'
Minimum Living Area: 1500 square feet

Structure Location:

Minimum Front Setback: Per City of Port Orange zoning ordinances and the P.U.D. Agreement.
Minimum Side Setback: Any variance to this which needs to go before the City Council will require RARC approval.
Minimum Rear Setback:

Exterior Construction:

Maximum Height: 2 story
Walls: Brick and cedar lap siding**
Roofs: Type: Masonite
Pitch: Minimum 5/12 Pitch
Colors: Any already in place in Countryside

Garages:

Minimum Size: 2-car
Electric Opener: Required
Door Type: Masonite

Lighting: Various, however, no floodlights may be installed which interfere with or cause a nuisance to neighbors.

Landscaping: \$2,000 minimum per Lot

**A minimum of 75% brick on the first floor, second story to be either brick or cedar or both.

B. Countryside PUD Unit IID (Derby)

Minimum Lot Size: 50' x 100'

Minimum Living Area: 1500 square feet

Structure Location:

Minimum Front Setback: Per City of Port Orange zoning ordinances and the P.U.D. Agreement.
Minimum Side Setback: Any variance to this which needs to go before the City Council will require RARC approval.
Minimum Rear Setback:

Exterior Construction:

Maximum Height: 2 story
Walls: Brick and cedar lap siding

Roofs: Type: Masonite
Pitch: Minimum 5/12 Pitch

Colors: Any already in place in
Countryside

Garages:

Minimum Size: 2-car

Door Type: Masonite

Lighting: Various, however, no floodlights may
be installed which interfere with or
cause a nuisance to neighbors.

Landscaping: \$2,000 minimum per Lot

C. Countryside PUD Unit IIIE (Silver Lakes)

Minimum Lot Size: 42' x 100'

Minimum Living Area: 1200 square feet

Structure Location:

Minimum Front Setback: Per City of Port
Orange zoning
Minimum Side Setback: ordinances and
the P.U.D.
Minimum Rear Setback: Agreement.
Any variance to
this which needs
to go before
the City Council
will require
RARC approval.

Exterior Construction:

Maximum Height: 2 story

Walls: 4 x 8 sheathing of pine and/or
cedar lap siding and/or brick

Roofs: Type: Masonite
Pitch: Minimum 5/12 Pitch

Colors: Any already in place in
Countryside

Garages:

Minimum Size: 2-car

Door Type: Masonite or steel

Lighting: Various, however, no floodlights may
be installed which interfere with or
cause a nuisance to neighbors.

Landscaping: Minimum of 20 shrubs, 3 gallon
size or better

D. Countryside PUD Unit IVA (Lake Pointe)

Minimum Lot Size: 43' x 100'

Minimum Living Area: 1200 square feet

Structure Location:

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Minimum Front Setback: Per City of Port
Orange zoning
Minimum Side Setback: ordinances and
the P.U.D.
Minimum Rear Setback: Agreement.
Any variance to
this which needs
to go before
the City Council
will require
RARC approval.

Exterior Construction:

Maximum Height: 2 story
Walls: 4 x 8 sheeting of pine and/or
cedar lap siding and/or brick
Roofs: Type: Masonite
Pitch: Minimum 5/12 Pitch
Colors: Any already in place in
Countryside

Garages:

Minimum Size: 2-car
Door Type: Masonite

Lighting: Various, however, no floodlights may
be installed which interfere with or
cause a nuisance to neighbors.

Landscaping: minimum of 20 shrubs, 3 gallon
size or better

E. Countryside PUD Unit XII-A (Waterbridge)

Minimum Lot Size: 75' x 100'

Minimum Living Area: 1300 square feet

Structure Location:

Minimum Front Setback: Per City of Port
Orange zoning
Minimum Side Setback: ordinances and
the P.U.D.
Minimum Rear Setback: Agreement.
Any variance to
this which needs
to go before
the City Council
will require
RARC approval.

Exterior Construction:

Maximum Height: 2 story
Walls: Block and/or frame and/or brick
Roofs: Type: 4 tab fiberglass shingles
Pitch: Minimum 5/12 Pitch

Colors: Any already in place in
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Garages:

Minimum Size: 2-car

Door Type: Masonite or Steel

Lighting: Various, however, no floodlights may be installed which interfere with or cause a nuisance to neighbors.

Landscaping: Minimum of 20 shrubs, 3 gallon size

In addition to the foregoing, construction (including all of the elements thereof exempted with respect to construction within existing Subdivisions) by Intervest or Developer on the Unplatted Parcels (whether or not hereafter platted), shall be deemed to be preapproved by, and not subject to the jurisdiction of, the RARC if such construction complies with the terms and provisions of the PUD Agreement.

ARTICLE III

GENERAL COVENANTS AND RESTRICTIONS

Section 3.1. The covenants and restrictions contained in this Article shall be applicable to all construction within the residential subdivisions of Countryside P.U.D. In addition, minimum standards for Residential Lots shall be as specified on the recorded plat for any Subdivision and the P.U.D. Agreement.

Section 3.2. All front, side and rear setback, Lot lines construction restrictions, square footage requirements, and similar restrictions and requirements in the Countryside P.U.D. shall be as prescribed in the P.U.D. Agreement, applicable local ordinances, and this Amended Declaration.

Section 3.3. No Lot shall be used except for residential purposes and no Lot may be subdivided. Unplatted Parcels may be subdivided. Except as provided in Section 2.6, no Building or Structure shall be erected, altered, placed or permitted to remain on any Lot other than an RARC approved dwelling. No Dwelling Unit shall exceed thirty-five

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(35) feet in height. Except for those trailers, vehicles and facilities reasonably related to the construction of Buildings, no Structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar Structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence or for any other purpose, unless approved in writing by the RARC. Unless specifically approved by the RARC in writing as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from a Dwelling Unit, nor may any of the aforementioned Structures be constructed prior to the main residential Building.

Section 3.4. No automobile, truck, boat, trailer, house trailer, mobile home, camper, motor home or other similar motor vehicle shall be parked on any street, roadway, or right-of-way or in any other area in the Countryside P.U.D., except in the designated vehicle storage areas, between the hours of 1:00 and 7:00 A.M. No vehicle of any kind shall be parked in such a manner as to obstruct pedestrian use of sidewalks or bicycle paths. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Countryside P.U.D. No inoperative cars, trucks, trailers, or other types of vehicles shall be permitted to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. All vehicles shall have current license plates unless stored in the designated Association vehicle storage area, if any.

Section 3.5. Except for those trailers or vehicles reasonably necessary for the construction of Buildings, no boat, boat trailer, trailer, house trailer mobile home, camper or motor home, and no truck, van or similar type of vehicle over one ton shall be parked on any Lot after 10:00

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P.M. and until 7:00 A.M. or stored or otherwise permitted to remain on any Lot except in an approved boathouse or garage attached to the Dwelling Unit. No automobile, truck, van or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, 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 garage or carport attached to a Dwelling Unit.

Section 3.6. No livestock, horses, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot; provided, however, dogs, cats or other domesticated household pets may be kept in Dwelling Units only, so long as they are not raised or kept for commercial purposes and so long as they do not constitute a nuisance. Not more than two (2) domestic household pets shall be kept or maintained at any Dwelling Unit. No pet shall be permitted to be outside any Dwelling Unit unless such pet is within a properly fenced area or on a leash.

Section 3.7. Except as provided in Section 2.6, no sign or house number of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except as approved in writing by the RARC, and applicable local ordinances, and no "For Sale" signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet for the purpose of advertising the house and Lot for sale during and after construction of the house. No signage will be displayed from windows of residences or garages.

Section 3.8. All garage doors shall be kept in operable condition. Garage doors must remain in a closed (down) position when not in use for the ingress and egress of the owner or owners or for the ingress and egress of automobiles. All garage doors shall be constructed of wood, masonite, or steel. No fiberglass doors will be permitted.

Carports are not permitted in residential ~~units~~ VOLUSIA CO. FL unless specifically approved by the RARC for multi-family projects. In projects where carports are permitted by the RARC, a suitable lockable storage area shall be provided.

Section 3.9. Except as provided in Section 2.6, all exterior lighting must be approved by the RARC prior to installation. The RARC shall review all exterior lighting plans in order to assure that said lighting does not interfere with the use or enjoyment of adjacent property owners.

Section 3.10. 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.

Section 3.11. No Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All Lots shall be kept free of the accumulation of rubbish, trash garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material. All trash, garbage, and other waste material shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure. Such enclosures shall be located out of sight from the front or side streets.

Section 3.12. Except as provided in Section 2.6, no wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type materials and location thereof have been approved by the RARC. No chain link fencing will be permitted, with the exception of tennis courts and designated storage areas of the Association, unless specifically

approved in writing by the RARC, in which case such fencing shall be screened from view by landscaping or wooden fence.

Section 3.13. No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot unless specifically approved by the RARC. No individual water supply system shall be permitted on any Lot without the express written approval of the RARC. The prohibition against the individual water supply systems does not restrict the right of any owner to install, operate, and maintain, a water well on the premises for use only for swimming pools, irrigation purposes or heat pump operation.

Section 3.14. Except as provided in Section 2.6, no driveway, roadway or parking lot shall be constructed, maintained, altered or permitted to exist on any Lot except as approved in writing by the RARC. The color of the driveway material, and all alteration of the color of driveway material must be approved in writing by the RARC. The size, color and shade of all driveways shall be approved by the RARC and shall be installed in such a manner as to minimize the removal of trees. Unless prior written approval is obtained from the RARC, all driveways must be constructed of grey concrete or black asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, and in such a way as to be acceptable to the RARC.

Section 3.15. The owner or builder of each Lot shall assume and pay when due the costs of installation and maintenance of the underground utility system from primary utility lines. All house connections for all utilities including, but not limited to, water, electricity, gas, telephone, and television shall be run underground from the proper connecting points to the dwelling structure in such a manner to be acceptable to the governing utility authority and the RARC.

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Section 3.16. Except as provided in Section 2.6, trees having a diameter of four inches or more (measured two feet above natural ground level) may not be removed or killed without the prior written approval of the RARC. All requests for approval of tree removal must include a specific tree removal plan. Anyone violating the provisions of this section will be required to replace any trees removed or killed with healthy trees of like size within thirty days after mailing of written demand to that effect by the Association. The Association may likewise require the replacement of those trees which are to remain in place under an appropriate tree removal plan which subsequently die or become damaged. If the owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall thereafter become a lien against the Lot of the owner in violation, which lien may be perfected by the filing of an appropriate notice of lien in the Public Records of Volusia County, Florida. The lien may be enforced under state law applicable to similar liens. Each Lot owner hereby grants to the Association, its agents, and employees an easement of ingress and egress over and across the Lot to enable it to comply with this section.

Section 3.17. Motorcycles and mopeds shall not be operated over or across the nature trails or any sidewalk, bike path or other area intended for pedestrian use in the Countryside P.U.D.

Section 3.18. No Lot owner or agent, employee or contractor of any Lot owner shall erect, install, maintain or repair any outside television or radio antenna, masts, aerial or other device intended for audio or visual reception or transmission. No outside or rooftop antenna of any type shall be permitted.

Section 3.19. As stated on the various plats and on other recorded documents, easements shall be established

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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 Countryside P.U.D. 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 Developer, Interest, or the Association.

Section 3.20. The surface water retention ponds and lakes which are designated as Common Areas shall be dedicated and/or reserved to the Association in the plats of the various Subdivisions of Countryside P.U.D., or by other appropriate recorded documents. It is understood that the Association shall be liable for maintenance and any activities around said retention ponds and lakes. There shall be no motored boats permitted on any lake, retention pond or any portion of the drainage system in the Countryside P.U.D., except that agents and independent contractors of the Association may use motored boats for the maintenance and upkeep of such areas, and for such other uses as are reasonably related to the performance of the obligations of the Association with respect to such ponds, lakes and the drainage system. The Association shall enact such other rules and regulations as are deemed necessary to regulate the usage of the lakes, retention pond, and drainage system located within the Countryside P.U.D. The Association and its agents shall have, and are hereby granted, all rights of ingress and egress which are necessary for the maintenance and up-keep of the Common Areas, surface water retention ponds and lakes, and the drainage system and facilities.

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Section 3.21. (a) Lands located adjacent to Dunlawton Avenue and Nova Road shall be subject to a fifty (50) foot setback or buffer zone, as measured from the right-of-way line of said rights of way. Such setback areas are not Common Areas, and the owner(s) of such areas shall be responsible for the care and the maintenance of such setback areas. In the event that any of such setback areas are not, in the opinion of the Board of Directors of the Association, being properly maintained, the owner(s) of the setback area shall be given written notice of this fact (such notice shall be deemed complete when mailed). If, within ten (10) days of the mailing of the notice, the owner(s) shall not have performed the necessary maintenance or upkeep to the satisfaction of the Board of Directors, the Association and its agents shall have, and are hereby granted, all rights of ingress and egress which are necessary for the maintenance and upkeep of said setback area. The cost of such maintenance and upkeep, (including any interest thereon, and the cost of collection, including reasonable attorney's fees), if performed by the Association, shall be a personal obligation of the owner(s) of the lands subject to such setback, and such costs shall be a charge and continuing lien on all the real property and improvements thereon owned by the owner(s) of such setback area which are subject to this Amended Declaration. All maintenance and upkeep costs owed to the Association shall bear interest at the maximum rate allowed by law until paid in full. The lien created pursuant to this section shall be created and foreclosed in the same manner as liens for non-payment of assessments, as set forth in Article V of this Amended Declaration.

(b) Each setback area referenced in this section is subject to an easement for ingress and egress sufficient for the construction, maintenance, repair, replacement and upkeep of a fence, in favor of the Association and its agents. The Association, at its sole discretion and option,

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shall decide whether to construct such fences. All costs relating to the construction, maintenance, repair, replacement and upkeep of such fences shall be paid by the Association.

Section 3.22. Except as provided in Section 2.6, the RARC shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any house or detached structure. No imitation stone or brick for front material shall be permitted and natural brick, stone, wood, stucco, or a combination of the foregoing shall be encouraged. Four-foot by eight-foot plywood/Masonite type siding will be permitted only when approved in writing by the RARC.

Section 3.23. Except as provided in Section 2.6, the RARC shall have final approval of all exterior color plans and each builder must submit to the RARC a color showing the proposed color of the roof, exterior walls, shutters, trim, etc.

Section 3.24. Flat roofs shall not be permitted unless approved in writing by the RARC. Such areas where flat roofs may be permitted with such approval are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a home. The RARC shall have discretion to approve such roofs on part of the main body of a home, particularly of modern or contemporary in design.

Section 3.25. Except as provided in Section 2.6, the composition of all pitched roofs shall be tile, asbestos, cedar shake shingle, slate, concrete or asphalt, or other composition approved by the RARC. Minimum roof pitch, unless otherwise approved in writing by the RARC is to be 5/12.

Section 3.26. Except as provided in Section 2.6, any swimming pool or tennis court to be constructed on any lot shall be subject to requirements of the RARC, which include but are not limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) Except as previously approved in writing by the RARC, the outside edge of any pool wall may not be closer than four feet to a line extended and aligned with the side walls of the house.

(c) No screening of pool area may stand beyond a line extended from and aligned with the side walls of the house unless approved by the RARC.

(d) Pool screening and framing must be of an anodized bronze or grey color unless specifically approved in writing by the RARC.

(e) No above ground pools shall be permitted.

Section 3.27. Location and construction of tennis or badminton courts are to be approved by the RARC prior to any clearing of property.

Section 3.28. No window air conditioning units shall be permitted.

Section 3.29. No casement type or jalousie windows shall be permitted.

Section 3.30. No outdoor clotheslines shall be permitted.

Section 3.31. Except as provided in Section 2.6, no mailboxes or paper boxes or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any building Lot unless and until the size, location, design and type of material for said box or receptacle has been approved by the RARC. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, upon the written request of the RARC, shall replace the boxes or receptacles previously employed with wall mounted receptacles attached to the residence.

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Section 3.32. No basketball backboards and any other fixed games and play Structures shall be erected except with written approval of the RARC. Approved Structures shall be located at the rear of the Dwelling Unit. No treehouses or platforms of a like kind or nature shall be constructed on any part of a Lot.

Section 3.33. No ornamental statuary of any type, including but not limited to, bird baths, fountains, lawn statues, wind chimes and hanging plants will be permitted to be placed upon any Lot within the Countryside P.U.D. without the prior Written approval of the RARC.

Section 3.34. Except as provided in Section 2.6, a Florida landscaping plan for each home or commercial building must be submitted to and approved by the RARC. In reviewing the building plans, the RARC shall take into consideration the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in the landscaping plan. Sodding will be required on all front, side and rear yards. Each home must have shrubs on the front yard.

Section 3.35. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 3.36. No alteration or change is to be made to the shoreline without the written approval of the RARC, except that the Developer or Intervest may alter the shoreline in the Unplatted Parcels. The RARC shall not approve any fences or Structures which block adjacent owner's view or enjoyment of the shoreline. No Structures of a permanent or temporary nature, nor boats, rafts, etc., shall be permitted to remain on any lakes or shorelines within the Countryside P.U.D. for a period exceeding four (4) consecutive hours.

Section 3.37. The Association shall have the power to enter upon a Lot to make the necessary changes in order to assure conformity with this Article. The cost of required changes shall be charged to the owner of said Lot, and if not paid within thirty (30) days of billing, the Association shall have the right to file a lien against said property for said repairs or corrections.

Section 3.38. It is the obligation of all property owners to provide the necessary repair and maintenance in order to assure that the exterior landscaping, building, etc. is kept in such a manner as not to detrimentally affect adjoining property owners or residents within the Countryside P.U.D. If exterior painting, landscaping, trash removal, etc. is not done on a routine basis in accordance with this Amended Declaration, the Association shall have the power to make the necessary repairs as provided for in the above paragraph.

Section 3.39. Nothing contained herein shall limit the right of the Developer or Intervest to impose additional covenants, restrictions or requirements upon individual phases subsequently developed by Developer or Intervest within the Countryside P.U.D. The failure of the Association to enforce any provision of this Amended Declaration shall not constitute a waiver thereof or any other provision of this Amended Declaration. Invalidation of any one of these

covenants or restrictions by judgment or court order shall in no way affect any other provision of this Amended Declaration which shall remain in full force and effect.

ARTICLE IV

ASSOCIATION

Section 4.1. To effectively provide for the administration of the Common Areas by the owners of Lots in Countryside P.U.D. a not-for-profit corporation (known as the Countryside P.U.D. Residential Homeowners Association, Inc., a not-for-profit Florida corporation) has been created. The Association shall operate and manage the Common Areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Amended Declaration, the Amended and Restated Articles of Incorporation (a copy of which is attached to this Amended Declaration as Exhibit "D") and Amended and Restated By-Laws (a copy of which is attached to this Amended Declaration as Exhibit "E") of the Association.

Section 4.2. The owner of each Lot in the Countryside P.U.D., and future residential Subdivisions of the Countryside P.U.D. shall automatically become members of the Association upon his, her or its acquisition of an ownership interest in title to any Lot. The type or class of membership for each Lot owner shall be as indicated in the Amended and Restated Articles of Incorporation of the Association. The membership of each Lot owner shall terminate automatically at the time that owner is divested of ownership interest or title to the Lot regardless of the means by which ownership may have been divested.

Section 4.3. No person, corporation, or other business entity holding any lien, mortgage or other encumbrance upon any Residential Lot or Dwelling Unit shall be entitled, by virtue of such lien, mortgage, or other

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encumbrance, to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a Lot or Dwelling Unit either by foreclosure or by voluntary conveyance from a mortgagor, his successor or assign.

Section 4.4. In the administration, operation and management of the Common Areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Amended Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the Common Areas and the administration of the these covenants and restrictions as the Board of Directors of the Association may from time to time deem to be appropriate and in the best interests of the Association.

Section 4.5. The Association shall pay all taxes, insurance and utility expenses levied against or incurred on the Common Areas.

Section 4.6. It is intended that the Association shall maintain the Common Areas. The Association shall have no responsibility for maintaining areas or property not included in the Common Areas (as defined in subsection 1.1(e) hereof), including but not limited to the Lot 1, The Park, Common Areas and Lot 1, Commercial Phase III, Common Areas. Lot 1, The Park, Common Areas shall be maintained by (i) the owner of Lot 1, The Park or (ii) the condominium association in the event Lot 1, The Park and the improvements thereon are converted to condominium form of ownership. Lot 1, Commercial Phase III, Common Areas shall be maintained by (i) the owner of Lot 1, Commercial Phase III or (ii) the condominium association in the event Lot 1, Commercial Phase

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III and the improvements thereon are converted to condominium form of ownership. Other areas or property excluded under the terms hereof shall be maintained by the respective Homeowners Association for each Subdivision. The Association shall also maintain the drainage system and facilities for the Countryside P.U.D., consisting of those Common Areas and/or easements which are designated for this purpose on the various plats of Countryside P.U.D., or as otherwise designated by appropriate recorded document.

Section 4.7. The Association shall make available to Lot owners and lenders, and to holders, insurers, or guarantors of any first mortgage encumbering a Lot located in a Subdivision of Countryside P.U.D. current or amended copies of this Amended Declaration, the Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws of the Association, any other rules concerning the Countryside P.U.D. project, and the books, records, and financial statements of the Association. For the purposes of this Amended Declaration "available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage encumbering a Lot located in a Residential Unit of Countryside P.U.D. shall also be entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

Section 4.8. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Lot number or Dwelling Unit number or address, any mortgage holder, insurer, or guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot or Dwelling Unit securing its mortgage.

(b) Any 60 day delinquency in the payment of

assessments or charges owed by the owner of any lot or Dwelling Unit encumbered by the mortgage in question.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 4.9. The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage which shall meet or exceed the insurance requirements for P.U.D. projects, as promulgated by the Federal National Mortgage Association in the Federal National Mortgage Association Lending Guide, Chapter 3, Part 5, as amended and modified from time to time. All coverages must be consistent with local and state insurance laws.

Section 4.10. After proper notice and opportunity for hearing, the Association shall have full power and authority to levy fines against members for violations of the Amended Declaration, or any amendment or supplement thereto, the Bylaws of the Association or Rules and Regulations duly adopted by the Association or Board of Directors, except that the Developer is exempt from the provisions of this Section.

Any complaint for which a fine may be levied shall be in writing and signed by a homeowner, or an Officer or Director of the Association and shall be delivered to the Board of Directors or its designated agent. The Board of Directors shall thereupon provide written notice to the owner of the Lot against which the fine may be assessed of the specific nature of the alleged violation. Such written notice to owner shall be by certified mail or personal delivery to the last known address in the Association records. If written notice is undeliverable at the last known address of the Lot owner, the Board of Directors shall cause notice to be published for three (3) consecutive days in a newspaper of general circulation.

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The notice to owner shall also specify that each reoccurrence of the alleged violation for each day during which it continues shall be deemed a separate offense subject to a separate fine not to exceed \$25.00 per day for each offense.

In the case of a violation which presents a clear and immediate public danger, the Board of Directors or its designated agent shall act immediately to remedy the situation without calling together a hearing panel. Any costs to remedy the violation incurred by the Association shall be a personal obligation of the Lot owner where such violation was found to have occurred, and such costs shall be a charge and continuing lien on the real property and improvements thereon owned by the Lot owner. The lien created pursuant to this Section shall be created and foreclosed in the same manner as liens for nonpayment of assessments, as set forth in Article V of this Amended Declaration.

The owner of the Lot in which the violation is alleged shall have ten (10) days from the date of receipt of notice, or ten (10) days from the date of published notice to correct said violation or request in writing a hearing on the violation by the Association. If no hearing is requested by the owner, the Board of Directors will meet within thirty (30) days to determine if the alleged-violation has occurred and to levy fines as outlined above. Notice of the action of the Board of Directors shall be given by certified letter, personal delivery, or publication if a valid address is not available in the Association records.

If a hearing is timely requested, the Board of Directors or its designated agent shall cause a hearing panel of not more than five (5) nor less than three (3) members of the Association to be impaneled within twenty (20) days of receipt of written request by owner. The process of selection will be done in a random manner as outlined below.

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The owner or his specified agent, or in the absence of the owner or his agent an Association representative, shall within ten (10) days of receipt of owner's written request for hearing randomly select ten (10) members of the Association by drawing or lot. Those ten (10) will be contacted by telephone by the Association representative to determine their willingness to serve on the hearing board. The first five (5) (or first three (3) members, if five (5) members do not agree to serve) who agree to serve will constitute a hearing panel. Among themselves, they will determine a date, place and time of the hearing on or before the end of the twenty (20) day period from receipt of owner's request for hearing. Notice of the date, time, place of the hearing and alleged violation will be mailed to the owner, the Board of Directors and members of the hearing panel a minimum of three (3) days before such hearing shall take place, and such notice shall be conspicuously posted on the bulletin board of the Countryside Clubhouse.

Members of the hearing panel may not be residents of the Subdivision in which the violation is alleged, relatives of the owner of the property, or owners of immediately adjoining Lots.

If at least three (3) members of the original ten members randomly drawn do not agree to serve on the hearing panel, vacancies will be filled by members of the Board of Directors of the Association.

If a hearing is timely requested, the hearing panel shall meet as specified above and shall hear any defense of the charges, including any witness that the alleged violator or the Association may produce. Any party at the hearing may be represented by counsel. The hearing panel shall determine whether there is sufficient evidence of a violation or violations. If the determination is made that there is sufficient evidence, the hearing panel shall inform the alleged violator or Lot owner in writing of its decision and

may levy a fine for each violation not to exceed \$25.00 per day.

If the alleged violator or his legally designated agent fails to attend a duly scheduled hearing for which notice was properly given, or if the defense offered for the alleged violation is deemed to be without merit by the hearing panel, the hearing panel shall determine the existence of the violation based on evidence presented in the initial letter of complaint, and shall inform the alleged violator or Lot owner in writing of its decision and may levy a fine for each violation found to occur in an amount provided for herein.

If a hearing is not requested by the owner of the Lot in which the violation is alleged, the Board of Directors of the Association shall determine whether a violation has occurred and, if a determination is made that a violation has occurred, the Board may levy a fine as provided herein.

If an owner wishes to appeal a decision made by the hearing panel on a violation, within five (5) days of the date of the hearing panel's written notice of its decision, the owner may request in writing a hearing by the Board of Directors to review such decision. The Board shall meet within thirty (30) days of receipt of this written request to review the determination of the hearing panel. The Board may, but shall not be obligated to, hear testimony from any witness or member concerning the violation. The Board of Directors may modify any determination made by the hearing panel and may modify any fine assessed for violation. Such fines have begun to accrue from the date of the hearing panel's determination, and the Board may at its discretion waive fines which have accrued during the appeal process. The Board of Directors shall notify the violating party or Lot owner in writing of its determination within fifteen (15) days of its meeting.

Subsequent to the decision of the Board of Directors of the Association, any further recourse by the owner shall be addressed to a court of competent jurisdiction.

In the event of appeal or other litigation, the prevailing party shall be entitled to costs and attorney fees. In addition, if the Association shall be the prevailing party in litigation of such violation, the Association shall recover the accrued fine from the date of first assessment, as modified.

If the same violation, or a substantially similar violation, reoccurs relative to the same owner of the Lot within one hundred twenty (120) days following the hearing of the Board or hearing panel, or if no hearing is requested, one hundred twenty (120) days following the Board's determination of the original violation, such shall be construed as noncompliance on the first offense and upon written notice of the Board a fine on the re-occurrence shall immediately become effective.

A fine pursuant to this Section shall be assessed against the owner of a Lot which the violator occupies or was visiting at the time of the violation, whether or not the violator is an owner of that Lot, or, this violation is by an agent, employee, contractor, subcontractor or materialman, then against the owner of the Lot who retained the agent or employee or to or from whose property the contractor or subcontractor was going at the time the offense was committed. The fine shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Amended Declaration. Nothing herein shall be construed to interfere with any right that a Lot owner may have to obtain from a violator reimbursement for any fine or fines assessed against that Lot owner.

Nothing herein shall be construed as prohibition of or limitation of the right of the Board of Directors to

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pursue other means to enforce the provisions of the various Association documents, including, but not limited to, legal action for damages or injunctive relief. In any civil action to enforce the provisions of this Amended Declaration the prevailing party shall be entitled to reasonable attorney fees.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of Lien and Personal Obligation. The Developer covenants, and the owner of each and every Lot or Unplatted Parcel within Countryside P.U.D. shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, and other provisions of this Amended Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All periodic assessments or charges and,
- (b) All special assessments or charges imposed for the purposes set forth in Section 5.2.

Such assessments or charges shall be fixed, established, levied, and collected from time to time as provided in this Amended Declaration. The periodic and special assessments (including any interest thereon, and the cost of collection including reasonable attorneys' fees, as provided in this Amended Declaration) shall be a charge and continuing lien on the real property and improvements thereon against which the assessment is made. Each assessment (including interest, collection costs and attorneys' fees) shall also be the personal obligation of the person who was the owner of the real property at the time when the assessment first became due and payable. In the case of joint ownership each owner shall be individually, jointly and severally liable for the entire amount of the assessment (including interest, collection costs, and attorneys' fees).

Such personal obligation shall not pass to successors in title of the person or persons who are the owners of the real property at the time when the assessment first became due and payable unless assumed by them (said assessment shall, however, continue to be a lien against the real property and improvements thereon against which the assessment was made).

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repairs, replacements, and to acquire additions to the Common Areas, payment of the costs of labor, services, equipment, materials, management, maintenance of the Countryside P.U.D. drainage system, and other supervision necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Areas and property at the time of conveyance to the Association as a pre-condition to use of such facilities. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and any limited Common Areas which the Association is obligated to maintain. This fund shall be maintained out of regular assessments for common expenses. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

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Section 5.3. The Association shall, each calendar year establish a base assessment amount (herein "Base Assessment Amount") to be paid to the Association by each owner of each Lot; and the Association shall determine and establish said Base Assessment Amount prior to the end of the calendar year immediately preceding the calendar year for which said Base Assessment Amount is determined and established. The Association, in determining and establishing a Base Assessment Amount for each Lot (sometimes referred to as "Apartment Unit") on Lot 1, The Park (herein "Lot 1, The Park, Dwelling Unit Base Assessment Amount") and Lot 1, Commercial Phase III (herein "Lot 1, Commercial Phase III Dwelling Unit Base Assessment Amount") shall exclude any and all cost that may be expended during such calendar year by the Association in connection with any clubhouse in Countryside P.U.D. and related facilities and appurtenances, including but not limited to maintenance cost, reserves for maintenance, taxes, insurance, operational costs and improvements (all hereinafter collectively referred to as "Clubhouse Costs"). The owner of each Lot (exclusive of each Dwelling Unit or Apartment Unit in Lot 1, The Park and Lot 1, Commercial Phase III) shall pay to the Association as a periodic assessment an amount equal to one-quarter of the Base Assessment Amount four times each year - on January 1st, April 1st, July 1st and October 1st. The owner of each Dwelling Unit or Apartment Unit in Lot 1, The Park shall pay to the Association as a periodic assessment an amount equal to one-quarter of the Lot 1, The Park, Dwelling Unit Base Assessment Amount four times each year - on January 1st, April 1st, July 1st, and October 1st. The owner of each Apartment Unit in Lot 1, Commercial Phase III shall pay to the Association as a periodic assessment an amount equal to one-quarter of the Lot 1, Commercial Phase III, Dwelling Unit Base Assessment Amount four times each year - on January 1st, April 1st, July 1st, and October 1st.

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Periodic assessments as hereinbefore provided on the basis of the Base Assessment Amount and the Lot 1, The Park, Dwelling Unit Base Assessment Amount and the Lot 1, Commercial Phase III, Dwelling Unit Base Assessment Amount shall be determined at the annual meeting of the Association. The periodic assessment based on the Base Assessment Amount and the Lot 1, The Park, Dwelling Unit Base Assessment Amount and the Lot 1, Commercial Phase III, Dwelling Unit Base Assessment Amount may be increased beyond that set at the annual meeting upon approval of sixty-six percent (66%) of the voting members in attendance, in person or by proxy, at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members by mail at least ten (10) days prior to the date of the meeting, and such notice shall be deemed complete when mailed to the last known address of each member; provided, however, that nothing herein shall be construed to prevent the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one-tenth of the then prevailing Base Assessment Amount or the Lot 1, The Park, Dwelling Unit Base Assessment Amount, or the Lot 1, Commercial Phase III, Dwelling Unit Base Assessment Amount, as may be applicable, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of the membership.

In addition to the emergency assessment authorized in the preceding paragraph, 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 Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the holders of sixty-six percent (66%) of the total votes in the Association, provided, however, that the Association, in

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determining and establishing a special assessment amount for Lot 1, The Park or Lot 1, Commercial Phase III or Dwelling Units located thereon, shall exclude any and all portions of such assessments that are related or attributable to Clubhouse Costs, as defined herein.

Section 5.4. Anything in this Article to the contrary notwithstanding, (a) until the sale or transfer of a Lot to a third party by the party initially purchasing from the Developer; or (b) upon occupancy of a Dwelling Unit; or (c) until two years after the date of conveyance of a Lot by the Developer; or (d) until two (2) years after the date of the recording in the Public Records at Volusia County of a plat for any Unplatted Parcels, whichever is earliest, the owner shall not be obligated to pay the periodic assessments. Such obligation for the payment of assessments shall commence on the date of the occurrence of the earliest of the four above-referenced criteria. Payment of assessments for multi-family buildings shall commence for the entire building upon the occurrence of the earliest of the four above-mentioned criteria on any one unit in that building.

Section 5.5. Nothing in this Article shall prohibit the owner of a Dwelling Unit from leasing the Dwelling Unit and requiring the tenant of the Dwelling Unit to reimburse the owner for the periodic assessment against the Dwelling Unit. On the first day of each calendar quarter the owner of any Dwelling Unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of the Dwelling Unit as of that date. So long as the tenant has legal possession, the owner's right to enjoy the Common Areas of the Countryside P.U.D. shall run in favor of the tenant.

Section 5.6. Assessments which are not paid on or before the due date shall be delinquent, and each delinquent assessment shall bear interest at the maximum interest rate allowed by law until it is paid in full. If all or any

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portion of any assessment payment is not received within fifteen (15) days following its due date, a late charge of \$25.00 shall become immediately due and payable without notice. In addition to the accrual of interest and late charges, when an assessment becomes delinquent in payment, the Association may record a claim of lien in the Public Records of Volusia County, Florida, to perfect the lien for such assessment and late charges, against the Lot and other property of the owner(s) who defaulted in the payment of assessment. There shall be no exception from the payment of any assessment or installment thereof by waiver of the use of the Common Areas, by abandonment of the Lot by extended absence from the subdivision or for any other reason, except as provided in Section 5.3.

Section 5.7. The Association, upon written request of any Lot owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's Lot. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as to the status of assessments.

Section 5.8. All revenue collected by the Association shall be segregated, held and used as the separate property of the Association and may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the Common Areas. Revenue collected by the Association from one lot owner may be commingled with monies collected from all or some other owners.

Section 5.9. Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his

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membership or interest in or to those funds and assets, except as an appurtenance to his lot. When an owner of a Lot ceases to be a member of the Association by reason of the divestment of his ownership of the Lot, by whatever means that divestment occurs, the Association shall not be required to account to that owner for any share of the funds or assets of the Association.

Section 5.10. Recognizing that proper management and operation of the Common Areas (including improvements) results in benefit to all members of the Association, the Association is hereby granted a lien upon all Lots and the respective interests of each member of the Association in the Common Areas and improvements, to secure the prompt payment of each and every assessment made in accordance with this Amended Declaration. Each residential owner shall be liable for, and this lien shall secure, the full amount of the assessment, any late charges, and any accrued interest, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or any other of the provisions of this Amended Declaration.

Section 5.11. The lien established above may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all advances. Notwithstanding the foregoing, in the event a Lot is transferred by means of a deed in lieu of foreclosure, upon request of the holder of a first mortgage, the Association shall subordinate its lien for any assessments which were due and payable prior to the date of such transfer to the lien of such first mortgage.

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Section 5.12. All person, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or who may acquire a mortgage, lien or other encumbrance of a Lot are hereby placed on notice of the lien rights granted to the Association under this Amended Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said Lot expressly subject to the lien rights provided herein.

Section 5.13. The lien created pursuant to this Amended Declaration shall be effective from and after the recording in the Public Records of Volusia County, Florida of a "Claim of Lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when they became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon. The claim of lien shall be signed and verified by the President, Vice President, or Secretary of the Association. When full payment of all sums secured by the lien is made, the claim of lien shall be satisfied of record by the President, Vice President, or Secretary of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the mortgage or claim of lien is recorded prior to the Association's claim of lien.

Section 5.14. In addition to the special and periodic assessments authorized by this Article, the Association shall maintain a working capital fund. Each Lot's portion of the working capital fund shall be equal to two months pro rata portion of the Base Assessment Amount for

each Lot and shall be collected upon the earliest to occur of the following:

(a) at the time of the initial sale or transfer of a Lot to a third party by the party initially purchasing from the Developer; or

(b) upon the initial occupancy of a Dwelling Unit; or

(c) two years after the date of the initial conveyance of a Lot to a purchaser other than Intervest; or

(d) At the time of the initial sale or transfer of any Lot hereafter created within the Unplatted Parcels.

ARTICLE VI

AMENDMENT AND TERMINATION

The holders of sixty-six percent (66%) of the total votes in the Association may amend or modify the provisions of this Amended Declaration as they deem necessary or desirable, provided, however, any such amendment or modification shall not alter, vary or change (i) the provisions hereof providing that the Lot 1, The Park, Common Areas and Lot 1, Commercial Phase III, Common Areas are excluded from the Common Areas of the P.U.D. without the written consent of the owner thereof, or (ii) the manner of determining the Lot 1, The Park, Dwelling Unit Base Assessment Amount, and the Lot 1, Commercial Phase III, Dwelling Unit Base Assessment Amount without the written consent of the owner thereof, or (iii) Sections 1.3, 2.6, 5.4, or Article VI of this Amended Declaration or any reference to such sections, or any definition which would alter or abridge the rights and benefits inuring to Intervest under those sections, without the written consent of Intervest so long as Intervest owns ten (10) or more Lots or Unplatted Parcels which would accommodate ten (10) or more Lots. Additionally, so long as Developer owns Unplatted Parcels subject to this Amended Declaration, no amendment may be adopted which would eliminate, modify, prejudice, or abridge any rights,

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benefits, or privileges granted or reserved to the Developer, or otherwise adversely affect such Unplatted Parcels, without the written consent of the Developer.

Amendments to this Amended Declaration shall be adopted by the members by vote at any membership meeting. The passage of an amendment shall be evidenced by a certificate executed by the president and the secretary of the Association with the formality of a deed and recorded in the Public Records of Volusia County, Florida, certifying to the adoption of the amendment.

It is contemplated that additional lands located within the Countryside P.U.D. may be made subject to this Amended Declaration. Anything to the contrary notwithstanding, said lands shall be deemed to be subject to this Amended Declaration upon the filing of a Supplemental Declaration, in the Public Records of Volusia County, Florida, executed by the owner of the lands, and, so long as the Developer owns lands in the Residential Units of Countryside P.U.D., joined by the Developer, describing the lands to be so encumbered, in the Public Records of Volusia County, Florida. Developer reserves the right to amend, modify, or rescind these Restrictions with respect to such additional lands at the time of filing said Supplemental Declaration, so long as such amendment or modification does not substantially change the character, nature, or general scheme of development of Countryside P.U.D.

ARTICLE VII

USE OF COMMON PROPERTY

Section 7.1. Except as otherwise noted, the Common Areas, as hereinabove specifically described, or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of Lots lying within the Countryside P.U.D. and any future residential Subdivisions of Countryside P.U.D. for the use of those owners and the use of

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their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, including ingress and egress, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of those owners. Notwithstanding the foregoing: (i) certain Common Areas are intended for use and enjoyment of owners in a specific Subdivision of Countryside P.U.D. or portion thereof, including but not limited to the Lot 1, The Park, Common Areas, and the Lot 1, Commercial Phase III, Common Areas which Lot 1, The Park, Common Areas and Lot 1, Commercial Phase III, Common Areas shall be for the exclusive use of (a) with respect to the Lot 1, The Park, Common Areas, the owner of Lot 1, The Park, and such owner's tenants, guests, invitees, and permittees, or, if Lot 1, The Park is submitted to the condominium form of ownership, the owners of condominium units on Lot 1, The Park and such owner's tenants, guests, invitees and permittees, and (b) with respect to Lot 1, Commercial Phase III, Common Areas, the owner of Lot 1, Commercial Phase III and such owner's tenants, guests, invitees and permittees or if Lot 1, Commercial Phase III is submitted to condominium form of ownership, the owners of the condominium units on Lot 1, Commercial Phase III and such owner's tenants, guests, invitees and permittees; and (ii) the owners of Lot 1, The Park and Lot 1, Commercial Center Phase III, and the owners of any condominium units on Lot 1, The Park and Lot 1 Commercial Phase III, and any and all guests, invitees, tenants and permittees of the foregoing described owner, shall have no easement for the use and enjoyment of, nor right to use any clubhouse and related facilities and appurtenances which shall constitute a portion of the Common Areas of Countryside P.U.D.

The surface water retention ponds and lakes which are designated as Common Areas shall be, and are hereby

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declared to be, subject to a perpetual non-exclusive easement for drainage purposes in favor of all owners of residential and commercial Lots in present and future Subdivisions of Countryside P.U.D. It is intended that said surface water retention ponds and lakes shall be part of an inter-connecting drainage system within Countryside P.U.D.

By accepting any instrument of conveyance or by taking possession or occupancy of any Lot in any existing or future subdivision of the Countryside P.U.D. the person accepting the conveyance or taking possession agrees to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may be adopted in the future, it being understood that compliance with those rules and regulations is necessary for the orderly enjoyment of all Common Areas and recreational facilities. It is the responsibility of the Association to maintain all private streets, drainage facilities, Common Areas, common landscaping and common lighting (excepting also those Common Areas which are intended for the use and enjoyment of specific Units of the Countryside P.U.D., including but not limited to the Lot 1, The Park, Common Areas and Lot 1, Commercial Phase III, Common Areas). Lot 1, The Park, Common Areas shall be maintained by (i) the owner of Lot 1, The Park, or (ii) the condominium association in the event Lot 1, The Park is converted to condominium ownership. Lot 1, Commercial Phase III, Common Areas shall be maintained by (i) the owner of Lot 1, Commercial Phase III or (ii) the condominium association in the event Lot 1, Commercial Phase III is converted to condominium ownership. Other Common Areas excluded under the terms hereof shall be maintained by the respective homeowners associations of each Unit.

Section 7.2. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association in accordance with its Articles and By Laws, to borrow money for the

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purpose of improving the Common Areas and in aid thereof, to mortgage said property, except that the Association shall not have the right to mortgage the streets shown on any subdivision plat of the subject property; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(c) the right of the Association, as provided in its rules and regulations and By-Laws, to suspend the enjoyment right of any member for any period not to exceed thirty (30) days for any infraction of its published rules and regulations except for utility easements and streets shown on a recorded subdivision plat; and

(d) the right of the Association to enact and amend rules and regulations governing the operation and usage of the Common Areas, and charge reasonable admission and other fees for the use of the Common Areas other than the streets and utility easements on any recorded plat; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken; and unless two-thirds (2/3rds) of the membership agree to such dedication, transfer, purpose or condition; and

(f) except as to certain Common Areas which are intended for the use and enjoyment of owners in a specific Subdivision of Countryside P.U.D. or portion thereof, the rights of a member of the Association shall in no way be altered or restricted because of the location of the Common Areas in a phase of the Countryside P.U.D. in which such

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member is not a resident. The Common Areas (exclusive of the Lot 1, The Park, Common Areas and Lot 1, Commercial Phase III, Common Areas, as herein provided), shall be used by the total residential membership, notwithstanding the section or phase of the Countryside P.U.D. in which the Lot is acquired; and

(g) a non-exclusive and perpetual right of ingress and egress over and across the streets and easements shown on any recorded subdivision plat for the benefit of the residential and commercial Lot owners, their guests, invitees and domestic help, and for delivery, pickup and fire protection services, police and other authorities of law, United States Postal Service carriers, representatives of utilities, contractors and sub-contractors authorized by the Association to serve the Common Areas, holders of mortgage liens on any portion of the subject property and such other persons as the Association from time to time may designate. Regardless of the preceding provisions, the Association reserves the unrestricted and absolute right to deny right of ingress to any person who, in the opinion of the Association, may create or participate in a disturbance or nuisance to any part of the Countryside P.U.D. or owner therein. The rights created herein may be limited with respect to certain private streets designated as "Restricted Access Rights-of-Way" in any of the plats of Countryside P.U.D., whereby access may be limited to certain designated persons, as specified in said plat or in other appropriate recorded documents.

Section 7.3. Legal title to those common areas which are intended for the use and enjoyment of owners in a specific subdivision of Countryside P.U.D. or portion thereof, shall be deeded to the Homeowners Association for each respective Subdivision, and each such Association shall be responsible for the operation, management, and maintenance of the common areas intended for the use and enjoyment of its members, and their guests and invitees; provided, however,

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the provisions of this section shall not be applicable to Lot
1, The Park, or Lot 1, Commercial Phase III.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot within the Countryside P.U.D., and any future residential Subdivision of the Countryside P.U.D., is dependent upon the use and enjoyment of the Common Areas with improvements, and that it is in the interests of all of the owners that the membership in the Common Areas be retained by the owners of Lots, it is therefore declared that the membership rights of any owner in the Common Areas shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the Common Areas. In addition, there shall exist no right to transfer the membership rights in the Common Areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the Lot in Countryside P.U.D.; provided, however, that nothing herein shall preclude a conveyance by the Developer of any undivided interest in the Common Areas to the owners of Lots within the Countryside P.U.D. for the purpose of effectuating the intent of this Amended Declaration. Any conveyance or transfer of a Lot in Countryside P.U.D. shall include the membership rights in the Common Areas appurtenant to that Lot whether or not such membership rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

COVENANTS TO RUN WITH LAND

The restrictions and covenants, and benefits and burdens imposed by of this Amended Declaration shall constitute covenants running with the lands within the Subdivisions described herein and the Unplatted Parcels, and

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each shall constitute an equitable servitude upon the owners of such lands, or any portion thereof, upon the appurtenant undivided interest in the Common Areas, and upon the heirs, personal representatives, successors, and assigns of each owner, and shall likewise be binding upon the Developer and its successors and assigns. This Amended Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Amended Declaration is recorded, after which time this Amended Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument, signed by seventy-five (75%) percent of the then record owners of the Lots in the Countryside P.U.D. containing an agreement of those owners with respect to the repeal, in whole or in part, of the provisions of this Amended Declaration, is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WITNESSES:

COASTLINE ENTERPRISES, INC.

Marilyn M. Pepper

By:

James H. Dorst
Vice President

Charlotte E. Thompson

Attest:

Mary Holton
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of February, 1989, by James H. Dorst and Jennifer A. Dorst and Secretary, respectively, of COASTLINE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

[Notarial Seal]

Jennifer A. Dorst
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida

My Commission expires March 19, 1992

- EXHIBITS: "A" - Developer Unplatted Parcels
"B" - Intervest Unplatted Parcels
"C" - Certificate of Adoption
"D" - Amended and Restated Articles
"E" - Amended and Restated Bylaws

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EXHIBIT A TO THE AMENDED AND RESTATED VOLUSIA CO. FL
DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS
COUNTRYSIDE PUD

PARCEL 1

Lot 1, COUNTRYSIDE COMMERCIAL CENTER UNIT IV according to the plat thereof recorded in Map Book 40, Page 160, Public Records of Volusia County, Florida.

PARCEL 2

A parcel of land situated in the Southwest 1/4 of Section 9, Township 18 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows:

From a Point of Commencement being the Intersection of the Southerly Right-of-Way line of VILLAGE TRAIL, as per Plat of COUNTRYSIDE P.U.D., UNIT III-A, as found in Map Book 38 on Pages 156 and 157 among the Public Records of Volusia County, Florida, and the Westerly Right-of-Way of Nova Road (a 100-foot-wide Right-of-Way), as shown on said Plat of COUNTRYSIDE P.U.D., UNIT III-A; Additionally, said Point of Commencement being the Point of Curvature of a curve being concave to the South having a radius of 25.00 feet and a tangent bearing of North 26°00'20" West; thence Northwesterly along the arc of said curve and along said Southerly Right-of-Way line of Village Trail and along the Boundary of said Plat of COUNTRYSIDE P.U.D., UNIT III-A, passing through a central angle of 90°00'00" a distance of 39.27 feet to the Point of Tangency; thence South 63°59'40" West continuing along said Southerly Right-of-Way line of Village Trail and said boundary of COUNTRYSIDE P.U.D., UNIT III-A, a distance of 414.41 feet to the Point of Curvature of a curve to the left, said curve having a radius of 600.00 feet; thence along the arc of said curve and along said Southerly Right-of-Way line of Village Trail and said Boundary of COUNTRYSIDE P.U.D., UNIT III-A, passing through a central angle of 13°18'14" a distance of 139.32 feet to the POINT OF BEGINNING of this description; thence South 31°06'06" East departing said boundary of COUNTRYSIDE P.U.D., UNIT III-A a distance of 220.00; thence South 70°04'55" East a distance of 50.34 feet; thence North 78°24'47" East a distance of 126.92 feet; thence South 26°00'20" East a distance of 88.57 feet to the Point of Curvature of a curve to the left, said curve having a radius of 325.00 feet; thence along the arc of said curve passing through a central angle of 17°35'39" a distance of 99.80 feet to the Point of Tangency; thence South 43°35'59" East a distance of 198.00 feet to the Point of Curvature of a Curve to the right, said curve having a radius of 125.00 feet; thence along the arc of said curve passing through a central angle of 44°10'26" a distance of 96.37 feet to the Point of Tangency; thence South 0°34'27" West a distance of 95.59 feet to the Point of Curvature of a Curve to the right, said curve having a radius of 125.00 feet; thence along the arc of said curve passing through a central angle of 90°00'00" a distance of 196.35 feet to the Point of Tangency; thence North 89°25'33" West a distance of 341.31 feet to the Point of Curvature of a curve to the right, said curve having a radius of 125.00 feet; thence along the arc of said curve passing through a central angle of 79°25'52" a distance of 173.29 feet to a Point of Reverse Curvature of a Curve to the left, said curve having a radius of 325.00 feet; thence along the arc of said curve passing through a central angle of 35°19'23" a distance of 200.36 feet; thence North 44°50'58" East departing said curve on a radial line a distance of 69.84 feet; thence North 81°06'48" East a distance of 99.36 feet; thence North 31°13'06" East a distance of 77.18 feet; thence due North a distance of 78.00 feet; thence North 38°53'58" West a distance of 223.89 feet to a Point on a Curve, said curve being concave to the Southeast; Additionally, said curve being on said Boundary of COUNTRYSIDE P.U.D., UNIT III-A and having a radius of 600.00 feet, a chord bearing of North 44°40'18" East and a chord distance of 125.82 feet; thence Northeasterly along the arc of said curve and along said boundary of COUNTRYSIDE P.U.D., UNIT III-A passing through a central angle of 12°02'14" a distance of 126.05 feet to the POINT OF BEGINNING of this description.

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-AND-

PARCEL 3

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A parcel of land situated in the Southwest 1/4 of Section 9, Township 16 South, Range 33 East, and being more particularly described as follows:

From a POINT OF BEGINNING being the Intersection of the Northerly Line of DEEP FOREST VILLAGE SUBDIVISION, as recorded in Map Book 33 on Pages 98 through 100 of the Public Records of Volusia County, Florida, and the Westerly Right-of-Way of Nova Road (a 100-foot-wide Right-of-Way), also known as State Road 6-A; thence North 89°25'33" West along the Northerly Boundary of said DEEP FOREST VILLAGE SUBDIVISION a distance of 1283.13 feet; thence North 84°18'27" West departing said Northerly Boundary of DEEP FOREST VILLAGE SUBDIVISION a distance of 59.60 feet to a Point in the Boundary of COUNTRYSIDE P.U.D., UNIT 111-B, as found in Map Book 38 on Page 158 among the Public Records of Volusia County, Florida; thence North 43°23'61" West along said Boundary of COUNTRYSIDE P.U.D., UNIT 111-B, a distance of 239.58 feet to a point on a curve, said curve being concave to the Northwest and having a radius of 820.00 feet; Additionally, said curve being in the Boundary of COUNTRYSIDE P.U.D., UNIT 111-A, as found in Map Book 38 on Pages 156 and 157 among the Public Records of Volusia County, Florida; thence Northeasterly along the arc of said curve and along said Boundary of COUNTRYSIDE P.U.D., UNIT 111-A, and departing said Boundary of COUNTRYSIDE P.U.D., UNIT 111-B, passing through a central angle of 18°45'28" a distance of 268.46 feet, said curve being subtended by a chord bearing of North 37°13'25" East and a chord distance of 267.26 feet; thence South 63°54'09" East departing said curve and said Boundary of COUNTRYSIDE P.U.D., UNIT 111-A, on a non-radial line a distance of 38.38 feet to the Point of Curvature of a Curve to the right, said curve having a radius of 275.00 feet; thence along the arc of said curve passing through a central angle of 53°54'28" a distance of 258.74 feet to the Point of Reverse Curvature of a curve to the left, said curve having a radius of 175.00 feet; thence along the arc of said curve passing through a central angle of 79°25'52" a distance of 242.81 feet to the Point of Tangency; thence South 89°25'33" East a distance of 341.31 feet to the Point of Curvature of a curve to the left, said curve having a radius of 175.00 feet; thence along the arc of said curve passing through a central angle of 67°00'16" a distance of 174.11 feet to a Point of Cusp with a Curve being concave to the Northeast, said curve having a radius of 76.00 feet, a chord bearing of South 73°12'31" East, and a chord distance of 41.89 feet; thence along the arc of said curve passing through a central angle of 32°28'04" a distance of 42.46 feet to the Point of Tangency; thence South 89°25'33" East a distance of 410.94 feet to a point in said Westerly Right-of-way line of Nova Road; thence South 26°00'20" East along said Westerly Right-of-way line of Nova Road a distance of 115.17 feet to the POINT OF BEGINNING of this description.

EXHIBIT B TO THE AMENDED AND RESTATED
DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS
COUNTRYSIDE PUD

1. PROPOSED PHASE IVB:

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 commencement being the most southwesterly point in Countryside P.U.D., Unit IIIE as recorded in Plat Book 41, on pages 91 and 92 among the Public Records of Volusia County, Florida. From said point of commencement; thence S 00°01'36" W departing the boundary of said Countryside P.U.D., Unit IIIE and along the West line of said Section 16. A distance of 383.28 feet to the Point of Beginning of this description, from said Point of Beginning; thence S 89°57'55" E departing said West line of Section 16, a distance of 190.01 feet to the point of curvature of a curve to the left, said curve having a radius of 170.00 feet; thence along the arc of said curve passing through a central angle of 43°52'41", a distance of 130.19 feet; thence S 04°09'43" E departing said curve on a non-radial line, a distance of 161.06 feet to a point on a curve, said curve being concave to the south, having a radius of 591.03 feet, a chord bearing of S 84°07'11" W and a chord distance of 35.44 feet; thence southwesterly along the arc of said curve passing through a central angle of 3°26'11", a distance of 35.45 feet; thence S 07°35'54" E departing said curve on a radial line, a distance of 119.89 feet to the point of curvature of a curve to the left, said curve having a radius of 470.00 feet; thence along the arc of said curve passing through a central angle of 23°17'59", a distance of 191.13 feet to the point of tangency; thence S 30°53'53" E, a distance of 126.14 feet to the point of curvature of a curve to the right, said curve having a radius of 180.00 feet; thence along the arc of said curve passing through a central angle of 54°08'07", a distance of 170.07 feet; thence S 66°45'46" E departing said curve on a radial line, a distance of 22.29 feet; thence S 35°44'13" W, a distance of 180.11 feet; thence S 54°15'48" E, a distance of 77.50 feet to the point of curvature of a curve to the right, said curve having a radius of 25.00 feet; thence along the arc of said curve passing through a central angle of 90°00'00", a distance of 39.27 feet to the point of tangency; thence S 35°44'12" W, a distance of 105.00 feet, thence N 54°15'48" W, a distance of 289.40 feet; thence N 89°58'24" W, a distance of 126.49 feet to a point in said west line of Section 16, Township 16 South, Range 33 East; thence N 00°01'36" E along said west line of Section 16, a distance of 838.02 feet to the Point of Beginning of this description. Containing 7.70 acres more or less.

3. PROPOSED PHASE XIIB

A parcel of land situated in the southeast one-quarter of Section 8, Township 16 South, Range 33 East, City of Port Orange, Volusia County, Florida, being more particularly described as follows:

From a Point of Beginning, being the most northwesterly point in Parcel "B", Countryside Commercial Center, Phase III, as recorded in Plat Book 40 on page 35 among the Public Records of Volusia County, Florida. Additionally said point being on the northerly right-of-way line of North Swallow Tail Drive, as shown on said subdivision plat of Countryside Commercial Center, Phase III, from said Point of Beginning; thence S 87°29'53"W along the boundary of Countryside Commercial Center, Phase III and said right-of-way line of North Swallow Tail Drive, a distance of 127.23 feet to the point of curvature of a curve to the right, said curve having a radius of 265.00 feet, thence along the arc of said curve and continuing along said boundary of Countryside Commercial Center, Phase III, and said right-of-way line of North Swallow Tail Drive, passing through a central angle of 63°27'07" a distance of 293.47 feet to the boundary of Countryside P.U.D., Unit XII-A, as recorded in Plat Book 41 on page 170 among the Public Records of Volusia County, Florida; thence departing said boundary of Countryside Commercial Center, Phase III, continuing along the arc of said curve and along said right-of-way line of North Swallow Tail Drive and along said boundary of Countryside P.U.D., Unit XII-A, passing through a central angle of 4°40'08", a distance of 21.59 feet to the point of tangency; thence N 24°22'52" W continuing along said boundary of Countryside P.U.D., Unit XII-A and along said right-of-way line of North Swallow Tail Drive, a distance of 128.76 feet to the point of curvature of a curve to the right, said curve having a radius of 365.00 feet; thence along the arc of said curve and continuing along said boundary of Countryside P.U.D., Unit XII-A and said right-of-way line of North Swallow Tail Drive, passing through a central angle of 85°39'07", a distance of 545.64 feet; thence N 26°43'45" W continuing along said boundary of Countryside P.U.D., Unit XII-A and departing said right-of-way line of North Swallow Tail Drive, a distance of 70.00 feet to a point on a curve, previously described bearing being radial to said curve, said curve being the northerly right-of-way line of North Swallow Tail Drive, said curve additionally being in the boundary of Countryside P.U.D., Unit XII-A, said curve being concentric to previously described curve, having a radius of 435.00 feet, a chord bearing of N 65°53'09" E and a chord distance of 70.00 feet; thence northeasterly along the arc of said curve and along said northerly right-of-way line of North Swallow Tail Drive and continuing along said boundary of Countryside P.U.D., Unit XII-A, passing through a central angle of 9°15'05", a distance of 70.24 feet; thence N 25°04'09" W on a radial line departing said northerly right-of-way line of North Swallow Tail Drive and along said boundary of Countryside P.U.D., Unit XII-A, a distance of 95.68 feet; thence N 00°00'06" E

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continuing along said boundary of Countryside P.U.D., Unit XII-A, a distance of 184.17 feet; thence N 61°03'05" E continuing along said boundary of Countryside P.U.D., Unit XII-A, a distance of 61.48 feet; thence N 00°00'06" E continuing along said boundary of Countryside P.U.D., Unit XII-A, a distance of 327.58 feet to the northerly limit of a 250-foot wide Florida Power & Light easement as shown in Deed Book 1544 on pages 89 and 90. Additionally said point being the most northeasterly point in said plat of Countryside P.U.D., Unit XII-A; thence N 89°59'54" E departing said boundary of Countryside P.U.D., Unit XII-A and along the northerly limit of said Florida Power & Light easement, a distance of 490.45 feet; thence S 00°00'06" E departing said northerly limit of Florida Power & Light easement, a distance of 475.59 feet; thence S 30°33'05" E, a distance of 243.66 feet; thence S 40°21'52" E, a distance of 262.49 feet; thence S 49°23'55" E, a distance of 92.90 feet; thence S 71°33'54" E, a distance of 63.25 feet; thence S 85°24'29" E, a distance of 83.43 feet to a point in the northerly boundary of said Countryside Commercial Center, Phase III-A; thence S 56°01'11" W along said northerly boundary of Countryside Commercial Center, Phase III-A, a distance of 564.71 feet to the intersection with the northerly boundary of said Countryside Commercial Center, Phase III; thence S 60°25'59" W along said boundary of Countryside Commercial Center, Phase III, a distance of 341.11 feet to the Point of Beginning of this description.

Containing 28.19 acres, more or less.

KH285
CDCS02/4

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COUNTRYSIDE PUD RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.

(A corporation not for profit under
the laws of the State of Florida)

WHEREAS, the Articles of Incorporation of the above
named corporation dated September 30, 1982 was recorded in
Official Records Book 2391, Page 1302 of the Public Records
of Volusia County, Florida, and;

WHEREAS, additional amendments have been adopted
and the membership and Board of Directors of the Corporation
desires to integrate into a single instrument the articles
and all amendments thereto, and;

WHEREAS, all amendments included herein have been
adopted in compliance with §617.017, Fla. Stat., (1987), and;

NOW, THEREFORE, these Amended and Restated Articles
of Incorporation are hereby adopted this 1st day of February,
1989, and the same shall superseded the Articles of
Incorporation of the Corporation and all amendments thereto
previously filed with the Secretary of State.

ARTICLE 1

NAME

The name of the corporation shall be COUNTRYSIDE
PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC. For
convenience, the corporation shall be referred to in this
instrument as the "Association."

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is
organized is to provide an entity to carry out and accomplish
the purposes described in the Amended and Restated
Declaration of Residential Covenants and Restrictions for
Countryside Planned Unit Development, (the "Amended
LR551.rg [2845] Exhibit "D" 1

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CERTIFICATE OF AMENDMENTS
TO
AMENDED AND RESTATED DECLARATION
OF
RESIDENTIAL COVENANTS AND RESTRICTIONS
COUNTRYSIDE PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
(Recorded in Official Records Book 3258, Page 1454)

Countryside PUD Residential Homeowners Association, Inc. a Florida corporation not for profit, under its corporate seal and the hands of its President and Secretary, hereby certifies as follows:

1. That at the duly called Special Membership Meeting of the Association held on October 26, 1992, at 6:00 P.M., the following amendments to the Amended and Restated Declaration of Residential Covenants and Restrictions of Countryside Planned Unit Development were adopted:

Amendment "1"

Article III, Section 3.8, line 3. Change spelling of third word from "assume" to "assure".

Article IX, line 2. Between the words "by" and "of" insert the word "and".

Amendment "2"

Article II is amended by adding new Section 2.2.1 to read as follows:

"Section 2.2.1. Applications submitted in accordance with Section 2.2 shall display the approval signature of the President, or his designee, of the Subdivision's Homeowners Association in which the applicant's Lot is located. Absence of such approval signature shall be cause for rejection of the application by the RARC, such rejection to be processed in accordance with Section 2.4. If the President of the Subdivision Homeowners Association rejects the application, he shall state his reasons, sign, date and return the application to the applicant. The applicant may then submit the rejected application to the RARC with a cover letter requesting RARC to consider it. Intervest is exempt from this procedure. Action of the Subdivision Association is advisory; if it approves the request, this approval is not necessarily binding on the Association. The Association reserves the right to enforce compliance with the Covenants and Restrictions including, without limitation on, those situations in which the Subdivision Association takes no action."

Amendment "3"

Article III, Section 3.4 is amended as follows:

In the last sentence, delete the words "unless stored" and replace with the words "including those stored".

FILED FOR RECORD
RECORD VERIFIED
153013

1992 NOV -5 PM 1:06
CLERK OF THE CIRCUIT
& COUNTY VOLUSIA CO., FL.
Christina B. [Signature]

2. PROPOSED PHASE IVC:

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:

Commence at the southwesterly corner of Countryside PUD, Phase IV-A, as recorded in Map Book 42, page 15 of the Public Records of Volusia County, Florida, said point lying on the west line of said Section 16; thence S 0°01'39"W. 838.02 feet to the Point of Beginning; thence the following courses and distances: S 89°58'24"E, 126.40 feet; S 54°15'48"E, 289.40 feet to the southerly boundary of said Countryside PUD, Phase IV-A; thence along said southerly line of Phase IV-A S 35°44'12"W, 206.83 feet; thence S 54°15'47"E, 205.00 feet to a point of curvature of a curve to the left having a radius of 175.00 feet and a central angle of 45°00'00"; thence along said curve 137.44 feet; thence S 9°15'47"E, 118.55 feet; thence N 89°39'36"E, 277.96 feet to a point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 131°02'30"; thence along said curve 114.36 feet to a point of reverse curvature of a curve having a radius of 170.00 feet and a central angle of 186°22'53"; thence along said curve 553.00 feet to a point being the most southeasterly corner of said Countryside PUD, Phase IV-A thence departing said southerly boundary of Phase IV-A, S 35°00'00"E, 457.08 feet to a point on a curve concave southerly having a radius of 25.00 feet, a central angle of 66°25'19", a chord bearing of S 68°12'39"E and a chord distance of 27.39 feet; thence southeasterly along the arc of said curve, a distance of 28.98 feet to the point of tangency, also being a point on the westerly right-of-way line of Country Lane, as recorded in Official Records Book 2716, pages 0784 and 0785; thence S 35°00'00"E, along said westerly right-of-way line, a distance of 90.43 feet; thence N 62°26'49"E, along said westerly right-of-way line, a distance of 24.84 feet to a point on a curve being the westerly right-of-way line of Country Lane as shown on the plat of Countryside Subdivision, Unit 1, as recorded in Map Book 36, pages 92 and 93, of the Public Records of Volusia County, Florida; thence southerly along said curve being concave to the West, having a radius of 665.00 feet and a central angle of 27°14'30" and a chord bearing and distance of S 13°56'12"E, 313.21 feet, a distance of 316.18 feet to the point of tangency, thence S 0°18'57"E along said westerly right-of-way line 29.68 feet; thence departing said westerly right-of-way line, S 89°39'35"W, 550.11 feet; thence S 0°20'25"E, 250.00 feet to the northerly right-of-way line of Taylor Road, a 100-foot right-of-way; thence S 89°39'35"W, 1027.50 feet along said west line of Section 16; thence N 0°01'39"E, 1349.99 feet along said west line of Section 16 to the Point of Beginning of this description.

Containing 30.63 acres, more or less.

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CERTIFICATE OF ADOPTION
OF
AMENDED AND RESTATED
DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS
COUNTRYSIDE PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared Ted Garn, as President of, and Ken Mecham, as Secretary of, Countryside P.U.D. Residential Homeowners Association, who, being first duly sworn, states under oath:

1. That they are, respectively, the President and Secretary of Countryside P.U.D. Residential Homeowners Association, Inc., a Florida not for profit corporation (the "Association").

2. The Amended and Restated Declaration of Residential Covenants and Restrictions, Countryside Planned Unit Development, Volusia County, Florida ("Amended and Restated Declaration"), to which this Certificate of Adoption is attached as Exhibit "C," were duly adopted at a meeting of the Association which commenced on January 5, 1989, at 7:00 p.m. and continued to February 1, 1989, at 7:00 p.m., at which time a quorum was present, in person or by proxy, and that at least sixty-six (66%) percent of those entitled to cast a vote approved the Amended and Restated Declaration.

Ted Garn

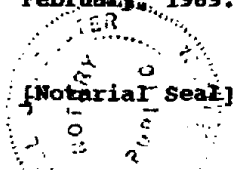
Ted Garn, President

Ken Mecham

Ken Mecham, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 3rd day of February, 1989.



A1501.rg [2845]

[Signature]

Notary Public, State of Florida

My commission expires:

Exhibit "C"

Notary Public, State of Florida
My Commission Expires Aug. 22, 1992

Amendment "4"

Article III, Section 3.6 is amended as follows:

Add new sentence to read as follows, to wit:

"All persons walking animals must pick up and properly dispose of any waste and excrement from the animals. Please respect your neighbor's property."

Amendment "5"

Article III, Section 3.8 is hereby modified and amended in its entirety to read as follows, to wit:

"All garage doors shall be kept in operable condition. Garage doors may be kept open up to 2 feet above driveway surface, for ventilation purposes, when not in use for ingress or egress of the owners or their automobiles. All garage doors shall be constructed of wood, masonite, or steel. No fiberglass doors are permitted. Carports are not permitted."

Amendment "7"

Article III, Section 3.12 is hereby modified and amended in its entirety to read as follows, to wit:

"Except as provided in Section 2.6, no wall or fence of any height shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type materials, and location thereof have been approved by the RARC. Fences shall be painted the same color as the house or its trim. No chain link fencing will be permitted, with the exception of tennis courts and designated storage areas of the Association, unless specifically approved in writing by the RARC, in which case such fencing shall be screened from view by landscaping or wooden fence."

Amendment "8"

Article III, Section 3.17 is hereby modified and amended in its entirety to read as follows, to wit:

"Motorcycles, mopeds and horses are not allowed to be operated over or across the nature trails or any sidewalk, bike path, or other areas intended for pedestrian use in Countryside P.U.D."

Amendment "10"

Article III, Section 3.23 is hereby modified and amended in its entirety to read as follows, to wit:

"Except as provided in Section 2.6, the RARC shall have final approval of all exterior color plans and each builder, contractor or homeowner must submit to the RARC a color sample showing the proposed color of the roof, exterior walls, shutters, fences, trim, driveways, etc."

Amendment "11"

Article III is hereby amended as follows:

Between Section 3. 23 and Section 3.24, insert new Section 3.23.1 to read in its entirety as follows, to wit:

"Section 3.23.1. Except as provided in Section 2.6, no owner, or tenant of an owner, shall install shutters, awnings, or other exterior decorations, nor change any exterior color, without RARC approval."

Amendment "12"

Article III, Section 3.26(d) is hereby modified and amended in its entirety to read as follows, to wit:

" Pool screening and framing must be of an anodized bronze, white or grey color, and match the house window frame color, unless specifically approved otherwise by the RARC."

Amendment "13"

Article III, Section 3.33 is hereby amended in its entirety to read as follows, to wit:

"No planters, structures, fences, scalloped concrete delineators or statuary including, but not limited to, fountains, lawn statues, or wind chimes will be permitted to be placed upon any Lot except as noted herein. No more than four (4) hanging plants will be allowed. Plants must be maintained, not tiered nor hung with any fabric material, unless approved by RARC. One non-ornamental bird bath will be permitted in the back yard of each Lot. The bird bath shall be non-plastic in construction and be composed of a simple pedestal and saucer assembly."

Amendment "14"

Article III, Section 3.36 is hereby modified and amended in its entirety to read as follows, to wit:

"Section 3.36. No alteration or change is to be made to the shoreline without the written approval of the RARC except that the Developer or Intervest may alter the shoreline in the Unplatted Parcels. The RARC shall not approve any fences, Structures, or landscaping plans which diminish or reduce the adjacent Owner's current view or enjoyment of the shoreline. No Structures of a temporary or permanent nature, nor boats, rafts, etc., shall be permitted to remain on any lakes or shorelines within the Countryside PUD for a period exceeding four (4) consecutive hours."

Amendment "15"

Article III, Section 3.37 is hereby amended as follows:

At the end of the first sentence insert "III" between "Article" and ".". First sentence now reads in its entirety as follows, to wit:

"The Association shall have the power to enter upon a Lot to make the necessary changes in order to assure conformity with this Article III."

Amendment "16"

Article III is hereby amended as follows:

Add new Section 3.40 to read in its entirety as follows, to wit:

"Section 3.40. Permanent flag poles require

RARC approval prior to construction. Application request should indicate the following information:

Height: (16 to 20 feet)

Base: Concrete

Approximate location on Lot

Color: White

Flag Size: 3' X 5'

One pole per Lot

Pipe base (to accommodate removable pole) must not extend above ground level.

Interest shall be entitled to display colored flags for marketing purposes at locations in proximity to model homes. Flag design and specifications shall be at the discretion of Interest."

Amendment "17"

Article IV, Section 4.2 is hereby modified and amended to read in its entirety as follows, to wit:

"The Owner of each Lot in Countryside P.U.D., and future residential Subdivisions of the Countryside P.U.D., shall automatically become members of the Association upon his, her, or its acquisition of an ownership interest in title to any Lot. When a Lot is conveyed, selling owner must provide to buyer a copy of all applicable Homeowner Association documents, such as Declaration of Covenants & Restrictions, By-Laws, Articles of Incorporation, prior to finalization of sale. Also, seller must advise buyer of the existence of both Homeowners Associations and the current assessment rates. The type or class of membership for each Lot owner shall be as indicated in Amended and Restated Articles of Incorporation of the Association. The membership of each Lot owner shall terminate automatically at the time that owner is divested of ownership interest or title to the Lot regardless of the means by which ownership may have been divested."

Amendment "18"

Article IV, Section 4.10, second paragraph, first sentence is hereby modified and amended in its entirety to read as follows, to wit:

"Any infraction of the Covenants and Restrictions or complaint for which a fine may be levied will first be directed to the responsible Subdivision Homeowners Association or its designated agent. If resolution is not accomplished, the Subdivision Association shall forward to the Association in writing requesting resolution."

2. That a quorum of the members of the Association were present at such meeting in person or by proxy, proper notice having been given in accordance with the Restated and Amended Articles of Incorporation and the Amended and Restated By-Laws of the Association, and that at least 66% of those entitled to vote cast affirmative votes for the above stated amendments.

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IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by its President and its corporate seal to be affixed, and attested by the Secretary this 2nd day of November 1992.

COUNTRYSIDE PUD RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.

By: James H. Irland, Sr.
James H. Irland, Sr.
President

Attest: Frank Wilsbach
Frank Wilsbach, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared JAMES M. IRLAND, SR. and FRANK WILSBACH, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of COUNTRYSIDE PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC., and acknowledged before me that they executed the foregoing Certificate of Amendments as such President and Secretary of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of the corporation.

WITNESS my hand and official seal in the State and County aforesaid this 2nd day of November, 1992.

Mary J. Eberline
Notary Public
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires July 4, 1994
Bonded By Brown & Brown, Inc.

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Declaration"), executed concurrently herewith and to be recorded in the Public Records of Volusia County, Florida, and to undertake the management, maintenance, operation, ownership and other duties with respect to the Countryside Planned Unit Development (the "PUD"), including, but not limited to, the management of the common areas within the residential portions of the PUD and those drainage systems of the PUD which are not either dedicated to the public or assigned by plat or otherwise to Countryside Commercial Landowners, Inc.

2.2 Unless otherwise specifically stated, capitalized terms herein shall have the meanings assigned in the Amended Declaration.

2.3 The Association shall make no distributions of income to its members, directors or officers, being conducted as a nonprofit organization for the benefit of its members.

ARTICLE 3

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Amended Declaration more fully described in Article 2 hereof and all of the powers and duties reasonably necessary to carry out the responsibilities and duties conferred upon it by the Amended Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

(a) To make and establish reasonable rules and regulations regarding the use of Association common property subject to its jurisdiction.

(b) To make and collect assessments against

members of the Association to defray the cost, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its power and duties.

(d) To maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property.

(e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

(f) To enforce by legal means the provisions of the Amended Declaration, these Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws of the Association and the rules and regulations governing the use of the Association property.

(g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Amended Declaration to have approval of the Board of Directors or the membership of the Association.

(h) To contract for the management and operation of portions of the Association property susceptible of separate management or operation.

(i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

(j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Amended Declaration and any Declaration supplementary thereto.

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(k) To organize, promote and support undertakings and activities for the benefit and general welfare of the residents of the PUD.

3.3 All funds and the title to all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Amended Declaration, these Amended and Restated Articles of Incorporation and the Amended and Restated By-Laws.

3.4 In the event of the dissolution of the Association, title to all real property shall vest in the abutting lot owners as at common law, subject, however, to the same easements and rights of uses by the residents of the PUD as existed prior to dissolution. Upon dissolution of the Association, all money and other personal property of the Association shall be distributed pro rata to Lot owners, in the same ratio as votes are distributed and apportioned among said Lot owners.

ARTICLE 4

MEMBERS

The qualifications of members, the manner of their admission to and termination of membership, and voting shall be as follows:

4.1 The membership of the Association shall consist of all owners of Lots in Countryside PUD. There shall be one vote appurtenant to each Lot. Each Lot shall be subject to the residential assessments as set forth in Article 5 of the Amended Declaration, subject however to the exemptions set forth in Sections 5.4 and 5.14 of the Amended Declaration.

4.2 Immediately upon the divestment of a member's ownership interest in a Lot, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Any successor owner shall be entitled to membership after providing written notice to the Association

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of such ownership interest. At the request of the **VOLUSIA CO. FL** the Association, the successor owner shall provide the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot. The funds and assets of the Association belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Amended Declaration, and in the Amended and Restated By-Laws.

4.4 Votes may be exercised or cast by the owner or owners of each Lot as may be provided in the Amended Declaration and the Amended and Restated By-Laws. When more than one person holds an interest in any Lot, all such persons shall be members of the Association, and the person entitled to cast the vote(s) for each Lot, shall be designated in a certificate signed by all record owners and filed with the Secretary of the Association. If any Lot, is owned by a corporation or partnership, a similar certificate shall be required, designating the person entitled to cast the vote(s) for such Lot. Lacking any such certificate, the vote(s) allocated to such Lot(s) shall not be considered in determining the requirements for a quorum, or for any other purpose. In no event shall more than one vote be cast for each Lot.

4.5 There shall also be a Class B membership consisting of those owners of Lot(s) in Countryside Subdivision Unit I as per map in Map Book 36, page 92, Public Records of Volusia County, Florida who elect to become members of the Association. Class B members shall pay membership and initiation fees as set from time to time by the Board of Directors and shall have full right of enjoyment of the common areas within the jurisdiction of the

Association. Class B memberships shall be ^{VOLUSIA CO. FL} non-voting memberships and shall not be included in determination of a quorum. Class B memberships shall have a minimum term of one year, but this term may be terminated by the Association if the Class B member fails to pay any assessment within fifteen (15) days after the due date. The Association may require that a Class B member whose membership has been terminated for non-payment pay a full years assessment in advance as a condition of readmittance to membership.

4.6 Class C shall consist of a maximum of fifty (50) social memberships allocated by the Board of Directors of the Association. Class C members may not own Lots units in the Countryside PUD and shall have no voting rights. Class C members shall pay membership and initiation fees as set from time to time by the Board of Directors and shall have full rights of enjoyment of the common areas located within the residential subdivisions of Countryside PUD. Upon termination of a Class C membership, by resignation or otherwise, the Board of Directors of the Association shall have the right to re-allocate such memberships in any manner it may see fit. Class C memberships may not be assigned, transferred, or hypothecated in any manner without the prior approval of the Board of Directors of the Association.

ARTICLE 5

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 951 Village Trail, Port Orange, Florida, 32019, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The resident agent of the Association shall be DANIEL J. WEBSTER, whose address is 347 South Ridgewood Avenue, Daytona Beach, Florida 32014. The Board of Directors may, from time to time, change the

resident agent by designation filed in the office of the
Secretary of State. VOLUSIA CO. FL

ARTICLE 6

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association. For as long as Intervest owns any lands within the jurisdiction of the Association, Intervest shall have the right to appoint one director to the Board of Directors. This right of appointment shall inure to any successor in interest which may acquire title to all or substantially all of the property owned by Intervest within the jurisdiction of the Association.

6.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

6.3 The election of the Directors shall be held at the annual meeting of the membership. The directors named in these Articles shall serve until successor directors are elected, and any vacancy in their number occurring before such election shall be filled by the remaining Directors, unless the vacancy shall result from the death, resignation or removal of a director appointed by Intervest, in which case the replacement shall be appointed by Intervest.

6.4 The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected or appointed and have qualified, or until removed, are as follows:

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Kenneth Mecham
741 Bay Tree Court
Port Orange, Florida 32019

Ted Garn
995 Heatherwood Court
Port Orange, Florida 32019

Morteza Hossenini-Kargar
1150 Pelican Bay Drive
Daytona Beach, Florida 32014

6.5 The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice Presidents and Assistant Secretaries as the Board of Directors shall determine to be necessary. The same person may hold two offices, the duties of which are not incompatible; provided, that the office of President and Vice President shall not be held by the same person, nor shall the President be also the Secretary or an Assistant Secretary.

6.6 Anything to the contrary in these Articles of Incorporation or the By-Laws notwithstanding, no two (2) members of the Board of Directors elected by the members shall reside in, or own a Lot in, the same Subdivision of Countryside PUD. In the event that any two persons residing in, or owning Lots in the same Subdivision of Countryside PUD are elected by the members to the Board of Directors, the person having the higher aggregate vote total (as between such two persons) shall be deemed elected to the Board of Directors, and the persons having the lower aggregate vote total, as between two such persons, shall be deleted from the list of candidates for election. In such event, the person having the next highest aggregate vote total, and who does not reside in, or own a Lot in the same Subdivision of Countryside PUD as do any of the other elected members of the Board of Directors who have higher aggregate vote totals, shall be deemed to be elected to the Board of Directors. In the event that there are no additional candidates available to replace the deleted candidate or candidates, or such additional candidates are also disqualified by reason of residence or ownership of a Lot in the same Subdivision of

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Countryside FUD, as other newly-elected members of the Board of Directors, a special membership meeting shall be held for the purpose of electing persons to fill all vacancies on the Board of Directors. Notice of such special membership meeting shall be given as provided in the By-Laws.

6.7 In the event that a special election as set forth in Section 6.6 is required, the newly-elected directors shall take office prior to such special meeting, and shall chose an interim director or directors to fill such vacancy or vacancies on the Board of Directors until such time as the special election is held, after which time the person or persons who are elected therein shall replace the interim director or directors as members of the newly-elected Board of Directors. The interim director or directors shall not reside in or own a Lot in the same Subdivision of Countryside FUD as to any of the other elected members of the Board of Directors.

ARTICLE 7

OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 8

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of

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the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other right to which such director or officer may be entitled.

ARTICLE 9

BY-LAWS

The By-Laws of the Association have been adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

AMENDMENTS

Amendments to these Amended and Restated Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors.

11.2 Upon any amendment or amendments to these Amended and Restated Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officers of the Association in

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the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days after the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all Lots whose owners are eligible to vote.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Volusia County, Florida.

11.3 At any meeting held to consider any amendment or amendments of these Amended and Restated Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there at by proxy,

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provided such written vote is delivered to the Secretary of
the Association at or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Amended Declaration, as amended from time to time. No amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer or Intervest may be adopted or become effective without the prior written consent of Developer if its rights are affected, or of Intervest if its rights are affected.

Executed this 3rd day of February, 1989.

COUNTRYSIDE PUD RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.

By: /s/ Ted Garn
Ted Garn, President

Attest: /s/ Ken Mecham
Ken Mecham, Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Ted Garn and Ken Mecham, to me well known to be the President and Secretary of COUNTRYSIDE PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC. who executed the foregoing Amended and Restated Articles of Incorporation.

Witness my hand and official seal in the County and State named above this 3rd day of February, 1989.

/s/ Daniel J. Webster
Notary Public, State of Florida

My Commission Expires: Aug. 18, 1992

The undersigned, having been named to accept service of process for the above stated Corporation, at the place designed in Article 5 of the Articles of Incorporation, hereby accepts such designation and agrees to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.

/s/ Daniel J. Webster
DANIEL J. WEBSTER

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VOLUSIA CO. FL

State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed February 7, 1989, for COUNTRYSIDE PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 765341.

FILED FOR RECORD
RECORD VERIFIED

027429

Uy. Smith
CLERK CIRCUIT COURT
VOLUSIA CO., FL

89 MAR -3 AM 8: 31

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
7th day of February, 1989.



CR2EO22 (8-88)

Jim Smith

Jim Smith
Secretary of State

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VOLUSIA CO. FL

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COUNTRYSIDE PUD RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.

FILED
1989 FEB -7 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(A corporation not for profit under
the laws of the State of Florida)

WHEREAS, the Articles of Incorporation of the above
named corporation dated September 30, 1982 was recorded in
Official Records Book 2391, Page 1302 of the Public Records
of Volusia County, Florida, and;

WHEREAS, additional amendments have been adopted
and the membership and Board of Directors of the Corporation
desires to integrate into a single instrument the articles
and all amendments thereto, and;

WHEREAS, all amendments included herein have been
adopted in compliance with §617.017, Fla. Stat., (1987), and;

NOW, THEREFORE, these Amended and Restated Articles
of Incorporation are hereby adopted this 1st day of February,
1989, and the same shall superseded the Articles of
Incorporation of the Corporation and all amendments thereto
previously filed with the Secretary of State.

ARTICLE 1

NAME

The name of the corporation shall be COUNTRYSIDE
PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC. For
convenience, the corporation shall be referred to in this
instrument as the "Association."

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is
organized is to provide an entity to carry out and accomplish
the purposes described in the Amended and Restated
Declaration of Residential Covenants and Restrictions for
Countryside Planned Unit Development, (the "Amended
LH551.rg [2845] Exhibit "D" 1

Declaration"), executed concurrently herewith and to be recorded in the Public Records of Volusia County, Florida, and to undertake the management, maintenance, operation, ownership and other duties with respect to the Countryside Planned Unit Development (the "PUD"), including, but not limited to, the management of the common areas within the residential portions of the PUD and those drainage systems of the PUD which are not either dedicated to the public or assigned by plat or otherwise to Countryside Commercial Landowners, Inc.

2.2 Unless otherwise specifically stated, capitalized terms herein shall have the meanings assigned in the Amended Declaration.

2.3 The Association shall make no distributions of income to its members, directors or officers, being conducted as a nonprofit organization for the benefit of its members.

ARTICLE 3

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Amended Declaration more fully described in Article 2 hereof and all of the powers and duties reasonably necessary to carry out the responsibilities and duties conferred upon it by the Amended Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

(a) To make and establish reasonable rules and regulations regarding the use of Association common property subject to its jurisdiction.

(b) To make and collect assessments against

members of the Association to defray the cost, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its power and duties.

(d) To maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property.

(e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

(f) To enforce by legal means the provisions of the Amended Declaration, these Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws of the Association and the rules and regulations governing the use of the Association property.

(g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Amended Declaration to have approval of the Board of Directors or the membership of the Association.

(h) To contract for the management and operation of portions of the Association property susceptible of separate management or operation.

(i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

(j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Amended Declaration and any Declaration supplementary thereto.

(k) To organize, promote and support undertakings and activities for the benefit and general welfare of the residents of the PUD.

3.3 All funds and the title to all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Amended Declaration, these Amended and Restated Articles of Incorporation and the Amended and Restated By-Laws.

3.4 In the event of the dissolution of the Association, title to all real property shall vest in the abutting lot owners as at common law, subject, however, to the same easements and rights of uses by the residents of the PUD as existed prior to dissolution. Upon dissolution of the Association, all money and other personal property of the Association shall be distributed pro rata to Lot owners, in the same ratio as votes are distributed and apportioned among said Lot owners.

ARTICLE 4

MEMBERS

The qualifications of members, the manner of their admission to and termination of membership, and voting shall be as follows:

4.1 The membership of the Association shall consist of all owners of Lots in Countryside PUD. There shall be one vote appurtenant to each Lot. Each Lot shall be subject to the residential assessments as set forth in Article 5 of the Amended Declaration, subject however to the exemptions set forth in Sections 5.4 and 5.14 of the Amended Declaration.

4.2 Immediately upon the divestment of a member's ownership interest in a Lot, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Any successor owner shall be entitled to membership after providing written notice to the Association

of such ownership interest. At the request of the Association, the successor owner shall provide the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot. The funds and assets of the Association belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Amended Declaration, and in the Amended and Restated By-Laws.

4.4 Votes may be exercised or cast by the owner or owners of each Lot as may be provided in the Amended Declaration and the Amended and Restated By-Laws. When more than one person holds an interest in any Lot, all such persons shall be members of the Association, and the person entitled to cast the vote(s) for each Lot, shall be designated in a certificate signed by all record owners and filed with the Secretary of the Association. If any Lot, is owned by a corporation or partnership, a similar certificate shall be required, designating the person entitled to cast the vote(s) for such Lot. Lacking any such certificate, the vote(s) allocated to such Lot(s) shall not be considered in determining the requirements for a quorum, or for any other purpose. In no event shall more than one vote be cast for each Lot.

4.5 There shall also be a Class B membership consisting of those owners of Lot(s) in Countryside Subdivision Unit I as per map in Map Book 36, page 92, Public Records of Volusia County, Florida who elect to become members of the Association. Class B members shall pay membership and initiation fees as set from time to time by the Board of Directors and shall have full right of enjoyment of the common areas within the jurisdiction of the

Association. Class B memberships shall be non-voting memberships and shall not be included in determination of a quorum. Class B memberships shall have a minimum term of one year, but this term may be terminated by the Association if the Class B member fails to pay any assessment within fifteen (15) days after the due date. The Association may require that a Class B member whose membership has been terminated for non-payment pay a full years assessment in advance as a condition of readmittance to membership.

4.6 Class C shall consist of a maximum of fifty (50) social memberships allocated by the Board of Directors of the Association. Class C members may not own Lots units in the Countryside PUD and shall have no voting rights. Class C members shall pay membership and initiation fees as set from time to time by the Board of Directors and shall have full rights of enjoyment of the common areas located within the residential subdivisions of Countryside PUD. Upon termination of a Class C membership, by resignation or otherwise, the Board of Directors of the Association shall have the right to re-allocate such memberships in any manner it may see fit. Class C memberships may not be assigned, transferred, or hypothecated in any manner without the prior approval of the Board of Directors of the Association.

ARTICLE 5

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 951 Village Trail, Port Orange, Florida, 32019, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The resident agent of the Association shall be DANIEL J. WEBSTER, whose address is 347 South Ridgewood Avenue, Daytona Beach, Florida 32014. The Board of Directors may, from time to time, change the

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resident agent by designation filed in the office of the Secretary of State.

ARTICLE 6

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association. For as long as Intervest owns any lands within the jurisdiction of the Association, Intervest shall have the right to appoint one director to the Board of Directors. This right of appointment shall inure to any successor in interest which may acquire title to all or substantially all of the property owned by Intervest within the jurisdiction of the Association.

6.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

6.3 The election of the Directors shall be held at the annual meeting of the membership. The directors named in these Articles shall serve until successor directors are elected, and any vacancy in their number occurring before such election shall be filled by the remaining Directors, unless the vacancy shall result from the death, resignation or removal of a director appointed by Intervest, in which case the replacement shall be appointed by Intervest.

6.4 The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected or appointed and have qualified, or until removed, are as follows:

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Kenneth Mecham
741 Bay Tree Court
Port Orange, Florida 32019

Ted Garn
995 Heatherwood Court
Port Orange, Florida 32019

Morteza Hossenini-Kargar
1150 Pelican Bay Drive
Daytona Beach, Florida 32014

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6.5 The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice Presidents and Assistant Secretaries as the Board of Directors shall determine to be necessary. The same person may hold two offices, the duties of which are not incompatible; provided, that the office of President and Vice President shall not be held by the same person, nor shall the President be also the Secretary or an Assistant Secretary.

6.6 Anything to the contrary in these Articles of Incorporation or the By-Laws notwithstanding, no two (2) members of the Board of Directors elected by the members shall reside in, or own a Lot in, the same Subdivision of Countryside PUD. In the event that any two persons residing in, or owning Lots in the same Subdivision of Countryside PUD are elected by the members to the Board of Directors, the person having the higher aggregate vote total (as between such two persons) shall be deemed elected to the Board of Directors, and the persons having the lower aggregate vote total, as between two such persons, shall be deleted from the list of candidates for election. In such event, the person having the next highest aggregate vote total, and who does not reside in, or own a Lot in the same Subdivision of Countryside PUD as do any of the other elected members of the Board of Directors who have higher aggregate vote totals, shall be deemed to be elected to the Board of Directors. In the event that there are no additional candidates available to replace the deleted candidate or candidates, or such additional candidates are also disqualified by reason of residence or ownership of a Lot in the same Subdivision of

Countryside PUD, as other newly-elected members of the Board of Directors, a special membership meeting shall be held for the purpose of electing persons to fill all vacancies on the Board of Directors. Notice of such special membership meeting shall be given as provided in the By-Laws.

6.7 In the event that a special election as set forth in Section 6.6 is required, the newly-elected directors shall take office prior to such special meeting, and shall choose an interim director or directors to fill such vacancy or vacancies on the Board of Directors until such time as the special election is held, after which time the person or persons who are elected therein shall replace the interim director or directors as members of the newly-elected Board of Directors. The interim director or directors shall not reside in or own a Lot in the same Subdivision of Countryside PUD as to any of the other elected members of the Board of Directors.

ARTICLE 7

OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 8

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of

the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other right to which such director or officer may be entitled.

ARTICLE 9

BY-LAWS

The By-Laws of the Association have been adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

AMENDMENTS

Amendments to these Amended and Restated Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors.

11.2 Upon any amendment or amendments to these Amended and Restated Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officers of the Association in

the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days after the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all Lots whose owners are eligible to vote.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Volusia County, Florida.

11.3 At any meeting held to consider any amendment or amendments of these Amended and Restated Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there at by proxy,

provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Amended Declaration, as amended from time to time. No amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer or Intervest may be adopted or become effective without the prior written consent of Developer if its rights are affected, or of Intervest if its rights are affected.

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VOLUSIA CO. FL

Executed this 3rd day of February, 1989.

COUNTRYSIDE PUD RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.

By: Ted Garn
Ted Garn, President

Attest: Ken Mecham
Ken Mecham, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Ted Garn and Ken Mecham, to me well known to be the President and Secretary of COUNTRYSIDE PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC. who executed the foregoing Amended and Restated Articles of Incorporation.

Witness my hand and official seal in the County and State named above this 3rd day of February, 1989.

[Signature]
Notary Public, State of Florida

My Commission Expires: Notary Public, State of Florida
My Commission Expires Aug. 18, 1992

The undersigned, having been named to accept service of process for the above stated Corporation, at the place designed in Article 5 of the Articles of Incorporation, hereby accepts such designation and agrees to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.

[Signature]
DANIEL J. WEBSTER

Instrument# 2012-174892 # 94
Book: 6763
Page: 4978

ARTICLES OF AMENDMENT
TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
COUNTRYSIDE P.U.D. RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT

1. The following amendments to the Amended and Restated Articles of Incorporation were adopted by an affirmative vote by a majority of the members of the Association who were entitled to cast a vote, at a special membership meeting duly called for such purpose held at 6:00 P.M. on October 26, 1992:

Amendment "1"

"Article V is hereby modified as follows:

In the first sentence, change zip code from "32019" to "32127."

In the third sentence, change name and address of the resident agent of the Association to JAMES J. KEARN, whose address is 435 S. Ridgewood Avenue, Daytona Beach, Florida, 32114."

"Article VI, Section 6.7 is hereby modified to correct spelling errors as follows:

In fourth line, change "chose" to "choose".

In eleventh line, change "to" to "do".

"Article VIII, page 10, Exhibit "D" is hereby modified to correct spelling errors as follows:

In third line, change "guilty or willful" to read "guilty of willful".

In tenth line, change "right" to "rights".

Amendment "20"

Article IV, Section 4.5 is hereby modified and amended to read in its entirety as follows, to wit:

"Class B membership (owners of Lots in Countryside Subdivision Unit I as per Map Book 36, Page 92, Public Records of Volusia County, Florida) no longer exists except for those current Class B members who continue to pay membership fees as set forth from time to time by the Board of Directors. Class B members shall have full right of enjoyment of the common areas within jurisdiction of the Association. Class B memberships shall be non-voting memberships and shall not be included in determination of a quorum. Class B memberships shall have a minimum term of one year, but this term may be terminated by the Association if the Class B member fails to pay any assessment within fifteen (15) days after the due date."

Amendment "21"

Article IV, Section 4.6 is hereby modified and amended to read in its entirety as follows, to wit:

"Class C membership (50 social memberships allocated by the Board of Directors) no longer exists."

FILED FOR RECORD
RECORD VERIFIED

153014

CLERK OF THE CIRCUIT
CITY COURT VOLUSIA CITY, FL.

1992 NOV -5 PM 1:06

Instrument# 2012-174892 # 95
Book: 6763
Page: 4979

2. In witness whereof the undersigned President and Secretary of this corporation have executed these Articles of Amendment on November 2, 1992.

James M. Ireland, Sr.
James M. Ireland, Sr., President

Frank Wilsbach
Frank Wilsbach, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

On this 2nd day of November, 1992, personally appeared before me, a Notary Public of the State of Florida, JAMES M. IRLAND, SR. and FRANK WILSBACH, to me well known to be the President and Secretary, respectively, of COUNTRYSIDE PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC., who executed the foregoing Articles of Amendment to Amended and Restated Articles of Incorporation, and they acknowledged that said execution was their act and deed and that the facts therein set forth are truly stated.

Mary J. Eberline
Notary Public
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires July 4, 1994
Bonded By Brown & Brown, Inc.

AMENDED AND RESTATED

BY-LAWS

OF

COUNTRYSIDE PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

(A corporation not for profit under
the laws of the State of Florida)

ARTICLE I

IDENTITY

1. These are the Amended and Restated By-Laws of the Countryside PUD Residential Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter called "Association". The Association has been organized for the purpose of operating and administering the recreational and other common facilities for the use and benefit of the residents of the Countryside Planned Unit Development (PUD).

2. The office of the Association shall be located at 951 Village Trail, Port Orange, Florida, 32019, or at such other place as the Board of Directors may determine from time to time.

3. The fiscal year of the Association shall be the calendar year.

4. "Developer" as used herein, shall mean COASTLINE ENTERPRISES, INC., or a successor to whom COASTLINE ENTERPRISES, INC. may transfer its rights as Developer or an entity which may succeed to such rights by operation of law.

5. "Amended Declaration" as used herein shall mean the Amended and Restated Declaration of Residential Covenants and Restrictions for the Countryside Planned Unit Development, dated February 1, 1989, as amended from time to time. Capitalized terms used herein shall have the meanings assigned in the Amended Declaration unless otherwise stated.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM AND PROXY

1. The qualification of members, the manner of their admission to membership, termination of such membership, and voting by members shall be as set forth in Article 4 of the Amended and Restated Articles of Incorporation of the Association, and such provisions are incorporated herein by reference.

2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership. If any meeting cannot be convened for lack of a quorum, the quorum for the next member's meeting shall be reduced by one-half for each successive meeting, until such time as a meeting may be held. Thus, by way of example, if a quorum consists of members entitled to cast 4,000 votes, and a quorum is not present at a member's meeting, the quorum for the next member's meeting shall consist of members entitled to cast 2,000 votes.

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3. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

4. Except where otherwise required under the provisions of the Amended and Restated Articles of Incorporation of the Association, these Amended and Restated By-Laws, the Amended Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Lots represented at any duly called members' meeting at which a quorum is present, shall be binding upon the members.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. Regular meetings of the membership shall be held on the second Thursday of November of 1982, and annually thereafter at 7:00 P.M. EST at a place to be designated by the Board of Directors of the Association.

2. Special membership meetings shall be held whenever called for by a majority of the Board of Directors and must be called upon receipt of a written request therefor by members of the Association to whose Lots a majority of the total votes are appurtenant.

3. Notice of all members' meetings, regular or special, shall be given by the Secretary of the Association to each member, unless waived in writing, and such notice shall be written or printed and shall state the time and place and purpose for which the meeting is called. Such notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice, signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to a giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

4. At meetings of the Association, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall elect a chairman.

ARTICLE IV

DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors. Initially, there shall be three (3) Directors who shall be the Directors named in the Articles of Incorporation. They shall serve until December 31, 1982, or until successor directors are elected and have qualified, and any vacancies occurring before such election shall be filled by the remaining Directors.

1.A. Commencing January 1, 1990 there shall be seven (7) directors. At the annual meeting held in November 1989 six (6) directors shall be elected by the members. The two persons getting the highest number of votes at the November 1989 election together with the appointees of Intervest shall serve until January 1, 1990, at which time the remaining directors shall take office.

2. Election of Directors shall be by written ballot (unless dispensed with by unanimous consent) and by majority of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting, and each member shall not cast more than one (1) vote for any person nominated as a Director.

3. Any Director, except the Director appointed by Intervest in accordance with Section 6.1 of the Amended and Restated Articles of Incorporation, who may be removed only by Intervest, may be removed by a vote of two-thirds (2/3) of the total votes appurtenant to all Lots whose owners are eligible to vote at a Special Meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.A. So long as Intervest owns a Lot or Unplatted Parcel within the jurisdiction of the Association, Intervest construction, Inc. shall have the right to appoint one member of the Board of Directors, and such member may not be removed or replaced except by Intervest.

4. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting.

6. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each director in writing personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

9. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business

which might have been transacted at the meeting as originally called, may be transacted without further notice.

10. Directors' fees, if any, shall be determined by the members of the Association.

11. The undertakings and contracts authorized by the initial Board, shall be binding upon the Association in the same manner, as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership, notwithstanding the fact that members of the initial Board may be directors or officers of, or otherwise associated with, the Developer, or other entities doing business with the Association.

ARTICLE V

OFFICERS

1. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors at its first meeting following the Annual Meeting of the members of the Association. The Board of Directors may also appoint one or more Vice Presidents to act in the absence of the President and one (1) or more Assistant Secretaries to act in the absence of the Secretary and Treasurer. All officers shall serve at the pleasure of the Board of Directors and may be removed without cause by a majority vote of the Directors at any meeting of the Board. Any Director of the Association may also be an officer of said Association.

2. The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint Committees from among the members to assist in the conduct of the affairs of the Association.

3. The Vice President, shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other duties as shall be prescribed by the Board of Directors.

4. The Secretary or his designee shall keep the minutes of all proceedings of the Directors and the members of the Association. He or his designee shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to the instruments requiring a seal, when duly signed. He or his designee shall keep the records of the association and shall perform all other duties incident to the office of the secretary of an association, and such as may be required by the Directors or President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5. The Treasurer or his designee shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He or his designee shall keep the assessment rolls and accounts of the members; he or his designee shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of the Treasurer.

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6. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Directors from employing one of their number as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for services to or management of the Association.

ARTICLE VI

FISCAL MANAGEMENT

The assessment roll shall be maintained in a set of records in which there shall be an account for each lot. Each account shall designate the name and address of the owner or owners, the amount of each assessment against said owners, the date and amounts in which assessments are due, the amounts paid upon the account, and the balance due upon assessments.

ARTICLE VII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Statutes of the State of Florida or the Amended and Restated Articles of Incorporation of the Association or with these Amended and Restated By-Laws.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

Except for paragraphs 1, 3, and 11 of Article IV of these Amended and Restated By-Laws, which may not be amended prior to December 31, 1989, except with the unanimous written consent of all owners of all residential lots in Countryside PUD, amendments to these Amended and Restated By-Laws shall be proposed and adopted in the following manner:

1. Amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors, or by instrument in writing signed by members of the Association to whose Lots 25% of the total vote are appurtenant.

2. Such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in the absence of the President, who shall, thereupon, call a Special Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than ten (10) days nor later than thirty (30) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written notice of such meeting in the same form and in the same manner as notice of the calling of a Special Meeting of the members is required, as herein set forth. Any proposed amendment or amendments to the By-Laws may be voted upon at the Annual Meeting of the Association.

3. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than a majority of the Lots. Thereupon, such amendment or amendments to these Amended and Restated By-Laws shall be transcribed, certified by the Secretary of the

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Association, and a copy thereof shall be promptly recorded in the Public Records of Volusia County, Florida.

4. At any meeting held to consider such amendment or amendments to the Amended and Restated By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

5. Commencing on January 1, 1990, and thereafter, Paragraphs 1, 3, and 11 of Article IV of these By-Laws may be amended in the same manner as any other provisions hereof.

The foregoing were adopted as the Amended and Restated By-Laws of the Countryside PUD Residential Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Directors and members which commenced on January 5, 1989, and was continued to February 1, 1989.

Ted Garn

Ted Garn, President

Attested:

Ken Mecham

Ken Mecham, Secretary

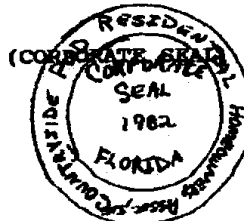
CERTIFICATION

I, Ken Mecham, Secretary at the Countryside PUD Residential Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, do hereby certify that the foregoing Amended and Restated By-Laws are a true, correct and complete set of the by-laws of such corporation as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of such corporation in my official capacity this 3rd day of February, 1989.

Countryside PUD Residential Homeowners Association, Inc.

By: *Ken Mecham*
Ken Mecham, Secretary



Instrument# 2012-174892 # 102
Book: 6763
Page: 4986

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VOLUSIA CO. FL

ARTICLES OF AMENDMENT
TO
AMENDED AND RESTATED BY-LAWS
OF
COUNTRYSIDE P.U.D. RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT

1. The following amendments to the Amended and Restated By-Laws were adopted by an affirmative vote by a majority of the members of the Association who were entitled to cast a vote, at a special membership meeting duly called for such purpose, held at 6:00 P.M. on October 26, 1992:

Amendment "1"

"Article I, Section 1.2. Change zip code from "32019" to "32127".

"Article IV, Section 1. In third sentence, correct spelling of "filed" to "filled"."

Amendment "23"

Article IV, Section 1A is hereby modified and amended in its entirety to read as follows, to wit:

"At the annual meeting held in November 1992, six (6) Directors shall be elected by the members to be effective immediately. The three (3) candidates receiving the greatest number of votes will serve for two-year terms. The three (3) candidates who receive the next highest number of votes will serve for a period of one (1) year. Tie votes shall be decided by the toss of a coin. At the annual meeting in November 1993 the three (3) candidates who receive the highest number of votes will be elected for two-year terms and replace the Directors elected in 1992 to one-year terms. Each year thereafter three (3) Directors will be selected in the same manner and serve two-year terms. The seventh Director will be appointed by Intervest. At the annual meeting following the sale of Intervest's last Lot (See section 3.A) four (4) Directors shall be elected instead of three (3) to serve two-year terms as above. Numbers of Directors elected in subsequent years shall alternate 3, 4, 3, etc. until modified by amendment. No Lot owner or agent or employee of a Lot owner, whose Lot is financially delinquent to the Association, may be nominated for a Directorship. If a Director is removed from the Board of Directors for any reason, the remaining Board shall appoint a replacement to complete the removed Director's unexpired term."

Amendment "26"

Article V, Section 4 is hereby modified and amended in its entirety to read as follows, to wit:

"The Secretary or the Secretary's designee shall keep the minutes of all proceedings of the Directors and the members of the Association. The Secretary or the designee shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by Law. The Secretary shall have custody of the seal of the Association and shall affix same to the instruments requiring a seal, when duly signed. The Secretary or the Secretary's designee shall keep the records of the Association and shall perform all other duties incident to the office of the Secretary of an association, and such as may be required by the Directors or President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent."

David S. Howley
CLERK OF THE CIRCUIT
* COUNTY VOLUSIA CO. FL.

1992 NOV -5 PM 1:06

FILED FOR RECORDED
RECORD VERIFIED

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Instrument# 2012-174892 # 103
Book: 6763
Page: 4987

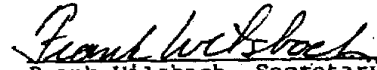
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Amendment "27"


Article V, Section 5 is hereby modified and amended in its entirety to read as follows, to wit:

"The Treasurer or the Treasurer's designee shall have custody of all the property of the Association, including funds, securities and evidence of indebtedness. The Treasurer or the Treasurer's designee shall keep the assessment rolls and accounts of the members; the Treasurer or the Treasurer's designee shall keep the books of the Association in accordance with good accounting practices, and the Treasurer shall perform all other duties incident to the office of the Treasurer."

2. As hereby amended, the Amended and Restated By-Laws of Countryside P.U.D. Residential Homeowners Association, Inc. remain in full force and effect. Dated this 2nd day of November 1992.

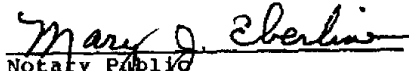

Frank Wilsbach, Secretary

Approved:


James M. Irland, Sr., President

STATE OF FLORIDA
COUNTY OF VOLUSIA

On this 2nd day of November, 1992, personally appeared before me, a Notary Public of the State of Florida, JAMES M. IRLAND, SR. and FRANK WILSBACH, to me well known to be the President and Secretary, respectively, of COUNTRYSIDE PUD RESIDENTIAL HOMEOWNERS ASSOCIATION, INC., who executed the foregoing Articles of Amendment to Amended and Restated By-Laws, and they acknowledged that said execution was their act and deed and that the facts therein set forth are truly stated.


Notary Public
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
Commission Expires July 4, 1994
Brown & Brown, Inc.