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Walter G. ...

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COUNTRYSIDE PUD UNIT XII-A

CLERK OF DISTRICT COURT
VOLUSIA COUNTY, FLORIDA

MAR 3 11 39 AM '88

FILED FOR RECORD
RECORD VERIFIED

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THIS DECLARATION is made on this 29th day of January , 1988
by INTERVEST CONSTRUCTION, INC., a Florida corporation, and
COASTLINE ENTERPRISES, INC., a Florida corporation, hereinafter
collectively referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real
property located in Volusia County, Florida, which is more

particularly described as follows: Countryside PUD Unit XII-A,
as recorded in Plat Book 41, Page 170, of the Public Records of
Volusia County, Florida, excluding the following property:
Parcels "A", "B", "C", "D", and the following legal description
which is the public right-of-way of North Swallow Tail Drive:

A portion of Countryside P.U.D., Unit XII-A, being in
Government Lot 3 & 4, Section B, 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 northerly point
in the right-of-way of North Swallow Tail Drive (A 70-foot wide
right-of-way), additionally said point of beginning being the
point where the easterly right-of-way line of North Waterbridge
Circle intersects said northerly right-of-way line of North
Swallow Tail Drive, from said point of beginning; thence
S28°43'45"E departing said point of intersection with said
easterly right-of-way line of North Waterbridge Circle and along
the boundary of said plat of Countryside P.U.D., Unit XII-A, a
distance of 70.00 feet to a point in the easterly right-of-way
line of said North Swallow Tail Drive, said point being a point
on a curve, said curve being concave to the East having a radius
of 365.00 feet, a chord bearing of S18°26'41"W and a chord dis-
tance of 496.23 feet; thence southwesterly, southerly and south-
easterly along the arc of said curve and continuing along said
boundary of Countryside P.U.D., Unit XII-A and said easterly
right-of-way line of North Swallow Tail Drive, passing through a
central angle of 85°39'07", a distance of 545.64 feet to the point
tangency; thence S24°22'52"E continuing along said boundary of
Countryside P.U.D., Unit XII-A and said easterly 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 left, said curve having a
radius of 265.00 feet; thence along the arc of said curve and con-
tinuing along said easterly boundary of Countryside P.U.D., Unit
XII-A and said easterly right-of-way line of North Swallow Tail
Drive, passing through a central angle of 04°40'08", a distance
of 21.59 feet; thence S60°56'58"W departing said easterly right-
of-way line of North Swallow Tail Drive and continuing along said
boundary of Countryside P.U.D., Unit XII-A, a distance of 70.00
feet to a point on a curve, said curve having a radius of 335.00
feet being concentric with previously described curve; thence
departing said boundary of Countryside P.U.D., Unit XII-A north-
westerly along the arc of said curve and along said westerly
right-of-way line of North Swallow Tail Drive passing through a

central angle of 04 40'08", a distance of 27.30 feet to the point of tangency; thence N24 22'52"W continuing along said westerly 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 435.00 feet; thence along the arc of said curve continuing along said westerly right-of-way line of North Swallow Tail Drive passing through a central angle of 85 39'07", a distance of 650.29 feet to the point of beginning of this description.

Containing 21.79 acres, more or less.

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

ARTICLE I

DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or any portion thereof, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

The private streets of South Waterbridge Circle, and Brookmeadow Drive, along with Parcel "E", of Countryside PUD Unit XII-A, as recorded in Plat Book 41, Page 170, of the Public Records of Volusia County, Florida. Declarant has no plans to construct any improvements on Parcel "E". However, Declarant reserves the right at its sole discretion to construct any improvements it deems appropriate on any of the Common Areas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to INTERVEST CONSTRUCTION, INC., a Florida corporation, and COASTLINE ENTERPRISES, INC., a Florida corporation, their successors and assigns which succeed to the interests of any of the above-named Declarants as developers of Countryside PUD Unit XII-A.

ARTICLE II

PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational Lot or facility which may subsequently be built upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to

such conditions as may be agreed to by members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members has been recorded.

(d) children under the age of sixteen (16) may not use the recreational Lots unless accompanied by a parent or legal guardian who is an Owner as described herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, including but not limited to road maintenance, lawn care, street lighting, Liability Insurance, reserves for future capital expenditures and maintenance of the common recreational lands or Lots.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$154.80 per Lot.

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- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by an amount greater than fifteen percent (15%) of the annual assessment for the previous year by a vote of the majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the Annual assessment at an amount not in excess of the maximum.

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

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

At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all of the

combined votes of both class of membership shall constitute a quorum.

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

No such subsequent meeting, at which a quorum was not present, shall be held more than sixty (60) days following the preceding meeting.

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

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

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

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days

after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may, in addition to charging interest on past due assessments, charge a late penalty of Twenty-five Dollars (\$25.00) if payment is not received within fifteen (15) days of due date:

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

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

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

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

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

In the event of a conflict between any of the terms or provisions contained in the Unit XII-A Declaration, and any of the terms or provisions contained in either of the previously recorded

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Countryside PUD (Master Association) Declaration of Covenants and Restrictions referenced above, as amended from time to time, the terms and provisions contained in said previously recorded Countryside PUD (Master Association) Declarations of Covenants and Restrictions shall control.

ARTICLE V

ARCHITECTURAL CONTROL

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

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than buildings designed for residential use and an enclosed

minimum two-car garage. The foregoing shall not prohibit the
 Declarant from using Lots for models or offices.

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

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

Section 4. Storage Restrictions. No truck, house trailer, mobile home, camper, boat, boat and trailer, or trailer, or other similar vehicle alone shall be parked on any Lot after 10:00 P.M. and until 7:00 A.M. or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity shall be parked for any period of time in excess of ten (10) consecutive hours, nor between the hours of 9:00 P.M. until 6:00 A.M., or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a dwelling.

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

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

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

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

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

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

Section 10. Antenna Restrictions. No resident shall be permitted to install or maintain any Lot, any outside television or

radio antenna, masts, aerials, satellite dishes, ^{BOOK PAGE} ^{OF THE} ^{POWER}
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 for the purpose of audio or visual reception or transmission.

Section 11. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association and its authorized agents, employees or contractors, shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Properties. Such entrance for the purpose of mowing, cutting, clearing and pruning shall not be deemed a trespass, but shall be deemed a license coupled with an interest.

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

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

If permission is granted for any other signage, the Association shall have the right to restrict size, color, and content of such signs. These restrictions shall not apply to restrict the

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Declarant or its agents from erecting such signs on the Declarant
deems in its sole discretion to be necessary to assist the
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Declarant in selling any Lot.

Section 13. Exterior Trim. No Owner or tenant of an Owner shall install any additional shutters, any awnings or any other decorative exterior trim or exterior decorations, nor change any exterior color. Requests for exception must first obtain the written approval of the Residential Architectural Review Committee prior to any installation or change.

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

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

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

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

Section 18. Replacement of Trees. Anyone violating the provisions of Section 17 will be required to replace such trees with trees of a like kind, size and condition within thirty (30) days after demand by the RARC. If the Owner fails or refuses to replace the tree(s) as demanded, the RARC shall cause suitable replacements to be planted and the cost thereof shall become a

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 lien against the property of the Owner. The Owner is a resident of the
 COUNTY OF
 FLORIDA
 RARC, its agents, employees or assigns an easement of ingress and
 egress over and across said Lot to enable it to comply with
 Section 17 and this Section 18.

Section 19. Garage/Garage Doors. All dwelling units are required to have a minimum of a two-car garage with a minimum sixteen foot (16') garage door. The garage shall be constructed in such a manner as to allow at least the parking of two compact-sized American cars.

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

Section 20. Roofs. All roofs are to be of the same color which shall be approved by the RARC. Minimum roof pitch unless otherwise approved in writing by the Residential Architectural Review Committee is to be 5:12.

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

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

Section 22. Residential Architectural Review Committee (RARC). All Property as declared in this document to include

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residential Lots, and Common Area is under the jurisdiction with respect to matters of construction, reconstruction, repair or replacement, planting, installation or maintenance, of the Residential Architectural Review Committee of the Countryside PUD. No building or structure shall be erected on, placed upon, altered or permitted to remain on any residential Lot unless and until the Owner submits an application or request, together with other information as required by the RARC in accordance with Article II of the Declaration of Residential Covenants and Restrictions for the Countryside Planned Unit Development of Volusia County, Florida, dated September 30, 1982, recorded in Official Records Book 2391, Page 1276, Public Records of Volusia County, Florida, as amended from time to time, and the Residential Architectural Review Committee (RARC) Guidelines, as amended from time to time.

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

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years.

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

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

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

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

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COASTLINE ENTERPRISES, INC., a
Florida corporation

WITNESSES:

Sharon J. Kane By: [Signature]
Patricia A. Leszewski William H. McMunn, President

INTERVEST CONSTRUCTION, INC., a
Florida corporation

Sharon J. Kane By: [Signature]
Patricia A. Leszewski Morteza Hosseini-Kargar, President

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

The foregoing instrument was acknowledged before me this 29th day of January, 1988, by William H. McMunn, President of COASTLINE ENTERPRISES, INC., a Florida corporation, on behalf of COASTLINE ENTERPRISES, INC.; and by Morteza Hosseini-Kargar, President of INTERVEST CONSTRUCTION, INC. a Florida corporation, on behalf of INTERVEST CONSTRUCTION, INC.

[Signature]
Notary Public, State of Florida at Large
My commission expires October 30, 1989

COASTLINE ENTERPRISES, INC., a
Florida corporation

WITNESSES:

Sharon J. Kane By: [Signature]
Patricia A. Leszewski William H. McMunn, President

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

The foregoing instrument was acknowledged before me this 29th day of January, 1988, by WILLIAM H. MC MUNN, as President of COASTLINE ENTERPRISES, INC., a Florida corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC, State of Florida at large
My commission expires October 30, 1989

INTERVEST CONSTRUCTION, INC., an
Florida corporation

WITNESSES:

Sharon J. Kane By: [Signature]
Patricia A. Leszewski Morteza Hosseini-Kargar, President

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

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

Charles E. Blundell
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC, State of Florida at large
My commission expires October 30, 1989



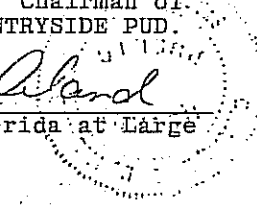
THESE COVENANTS AND RESTRICTIONS have been reviewed by the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD, and have been approved for recording.

William H. McMunn
William H. McMunn, Chairman
RESIDENTIAL ARCHITECTURAL REVIEW
COMMITTEE, COUNTRYSIDE PUD

State of Florida S.S.
County of Volusia

The foregoing instrument was acknowledged before me this 29th day of January, 1988, by William H. McMunn, Chairman of the RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE, COUNTRYSIDE PUD.

Charles E. Blundell
Notary Public, State of Florida at Large
My commission expires:



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

ARTICLES OF INCORPORATION
OF

COUNTRYSIDE PUD UNIT XII-A HOMEOWNERS ASSOCIATION,

FILED
100 MAY -5 PM 4:02
SECRETARY OF STATE
ALLAHSCHE, FLORIDA

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

ARTICLE I

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

ARTICLE II

The principal office of the Association is located at 673 Beville Road, South Daytona, Florida, 32019.

ARTICLE III

Morteza Hosseini-Kargar, whose address is 673 Beville Road, South Daytona, Florida, 32019, is hereby appointed the initial registered agent of the Association, and his address is hereby designated as the initial registered office of this Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

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

Countryside P.U.D., Unit XII-A as recorded in Plat Book 41, Page 170, of Public Records of Volusia County, Florida, excluding the following property: Parcels "A", "B", "C", "D", and the following legal description which is the public right-of-way of North Swallowtail Drive:

A portion of Countryside P.U.D., Unit XII-A, being in Government Lot 3 & 4, Section B, 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 northerly point in the right-of-way of North Swallow Tail Drive (A 70-foot wide right-of-way), additionally said point of beginning being the point where the easterly right-of-way line of North Waterbridge Circle intersects said northerly right-of-way line of North Swallow Tail Drive, from said point of beginning; thence S28° 43' 45" E departing said point of intersection with said easterly right-of-way line of North Waterbridge Circle and along the boundary of said plat of Countryside P.U.D., Unit XII-A, a distance of 70.00 feet to a point in the easterly right-of-way line of said North Swallow Tail Drive, said point being a point on a curve, said curve being concave to the East having a radius of 365.00 feet, a chord bearing of S18° 26' 41" W and a chord distance of 496.23 feet; thence southwesterly, southerly and southeasterly along the arc of said curve and continuing along said boundary of Countryside P.U.D., Unit XII-A and said easterly right-of-way line of North Swallow Tail Drive, passing through a central angle of 85° 39' 07", a distance of 545.64 feet to the point tangency; thence S24° 22' 52" E continuing along said boundary of Countryside P.U.D., Unit XII-A and said easterly 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 left, said curve having a radius of 265.00 feet; thence along the arc of said curve and continuing along said easterly boundary of Countryside P.U.D., Unit XII-A and said easterly right-of-way line of North Swallow Tail Drive, passing through a central angle of 04° 40' 08", a distance of 21.59 feet; thence S60° 56' 58" W departing said easterly right-of-way line of North Swallow Tail Drive and continuing along said boundary of Countryside P.U.D., Unit XII-A, a distance of 70.00 feet to a point on a curve, said curve having a radius of 335.00 feet being concentric with previously described curve; thence departing said boundary of Countryside P.U.D., Unit XII-A northwesterly along the arc of said curve and along said westerly right-of-way line of North Swallow Tail Drive passing through a central angle of 04° 40' 08", a distance of 27.30 feet to the point of tangency; thence N24° 22' 52" W continuing along said westerly 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 435.00 feet; thence along the arc of said curve continuing along said westerly right-of-way line of North Swallow Tail Drive passing through a central angle of 85° 39' 07", a distance of 650.29 feet to the point of beginning of this description.

Containing 1.21 acres, more or less.

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

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Volusia County, Florida, and as the same may be amended from time-to-time as therein provided, said

Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise the right and power to levy fines and to collect interest and place liens against Lots where Owners have failed to make full payment of assessments as required, or upon failure of an Owner or guest to abide by rules and regulations which have been enacted within the Properties; and

(h) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

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

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership, as outlined below:

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

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

CLASS B. Class B members shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned, or any portion of a Lot constituting more than one-half (1/2) of the Lot. Class B

membership shall cease and be converted to Class A membership in the event of either of the following, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

OR

- (b) on November 1, 1997.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Morteza Hosseini-Kargar	673 Beville Road South Daytona, FL 32019
David C. Riggs	673 Beville Road South Daytona, FL 32019
William H. McMunn	211 Broadway Daytona Beach, FL 32018

At the first annual meeting, the members shall elect three (3) Directors for a term of one year and at each annual meeting thereafter, the members shall elect three (3) Directors for a term of one year.

ARTICLE VIII

DISSOLUTION

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

corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of two thirds (2/3) of the entire membership.

ARTICLE XI

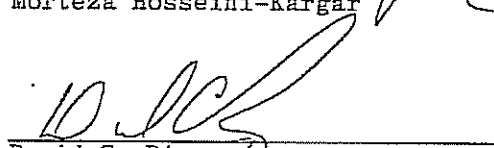
INCORPORATORS

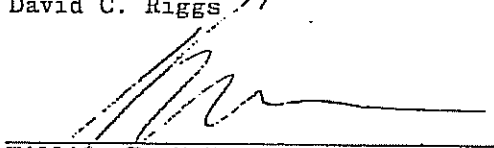
The names and address of the incorporators are as follows:

Morteza Hosseini-Kargar	673 Beville Road South Daytona, FL 32019
David C. Riggs	673 Beville Road South Daytona, FL 32019
William H. McMunn	211 Broadway Daytona Beach, FL 32018

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 29th day of April, 1988.


Morteza Hosseini-Kargar


David C. Riggs


William H. McMunn

FILED
1988 MAY -5 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA S.S.:

FILED
1989 APR 5 PM 14:02
TALLEN, STATE OF FLORIDA
SECRETARY OF STATE

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared:

Morteza Hosseini-Kargar
David C. Riggs
William H. McMunn

to me, well-known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation.

WITNESS my hand and official seal in Volusia County, Florida, this 29th day of April, 1988.

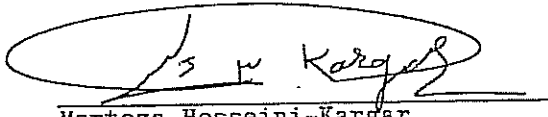


Notary Public
State of Florida at Large

My commission expires:

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

THE UNDERSIGNED, having been named to accept service of process for the above-stated Corporation, at the place designated in Article III of the Articles of Incorporation, hereby accepts such designation and agrees to comply with the provision of Section 48.091, Florida Statutes, relative to keeping open said office.



Morteza Hosseini-Kargar
Registered Agent

jeanne

BY-LAWS
OF
COUNTRYSIDE PUD UNIT XII-A
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location: The name of the Corporation is COUNTRYSIDE PUD UNIT XII-A HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 673 Beville Road, South Daytona, Florida 32019, but meetings of members and Directors may be held at such places within the State of Florida, County of Volusia, and may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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

Section 2. "Properties" shall mean and refer to that certain and real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including the private roads within the Association property.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to INTERVEST CONSTRUCTION, INC., a Florida Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Volusia County, Florida.

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

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Regular annual meetings shall be held thereafter. Meetings shall be scheduled at the hour of seven o'clock P.M. (7:00 PM) and written notice shall be provided each member as outlined in Section 3.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to one quarter (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days nor more than sixty (60) days in advance of the meeting, to each member entitled to vote thereat. Notices shall be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of such notification. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members, or of proxies, entitled to cast fifty-one percent (51%) of all of the votes shall constitute a quorum.

If the required quorum is not present in person or by proxy, another meeting may be called subject to the same notice requirement, and the required quorum at this meeting shall be members or proxies entitled to cast twenty-five percent (25%) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until such time as a quorum as aforesaid shall be present to be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS/SELECTION/TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) Directors for a term of one year, and at each annual meeting thereafter, the members shall elect three (3) Directors for a term of one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3) majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However,

any Director may be reimbursed for his actual out of pocket expenses incurred in the performance of his duties, when approved by the Board of Directors.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of members, to serve from the close of such annual meeting until the close of the next annual meeting. Such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
3. assess late penalty charges and collect interest on late payments as outlined in the Declaration; and
4. foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

(f) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board or the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers of the Association are as follows:

(a) PRESIDENT: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may sign all checks and promissory notes, except that checks or notes written for amounts in excess of Twenty-five Hundred Dollars (\$2,500.00) shall require the signatures of two (2) officers of the Association.

(b) VICE-PRESIDENT: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all documents requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association Annual and Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. The Annual Assessment is charged on a semi-annual basis payable in advance, due January 1st and July 1st of each calendar year. Any assessments which are not paid when due shall be delinquent. Any Special Assessment(s) for capital improvements established by majority assent of the voters in each class of members are also charged on a semi-annual basis payable in advance, due January 1st and July 1st of the year in which such Special Assessment is levied. Any special assessment not paid when due shall be delinquent.

Delinquency of more than fifteen (15) days from the due date shall result in an interest charge of eighteen percent (18%) per annum from the due date. In addition to charging interest on past due assessments, the Association may also charge a late penalty of Twenty-five Dollars (\$25.00) if payment is not received within fifteen (15) days of due date.

When payment is past due for forty-five (45) days, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney fees resulting from any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments

provided for herein by nonuse of the Common Area or abandonment of his Lot.

The Declarant is not liable for payment of assessments as a Class A or Class B member.

The Association is not required to bill members for assessments. Reminders of assessments may be mailed to members by the Association, however, this is done as a courtesy only, and does not imply that any billing or notification is required by the Association. Timely payment of assessments, both annual and special, are the responsibility of the Owner.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the year of its incorporation.

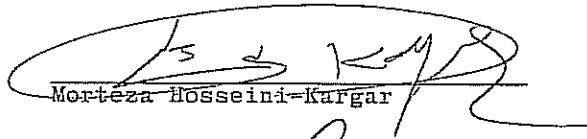
ARTICLE XIII

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

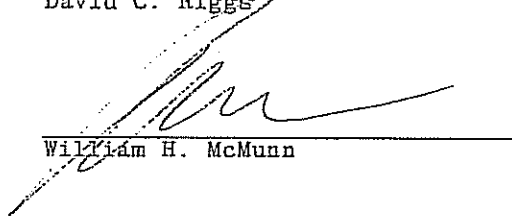
ARTICLE IV

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

IN WITNESS WHEREOF, we, being all the Directors of COUNTRYSIDE
PUD UNIT XII-A HOMEOWNERS ASSOCIATION, INC., have hereunto set our
hands this 29th day of April , 1988 .


Morteza Hosseini-Kargar


David C. Riggs


William H. McMunn

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of COUNTRYSIDE
PUD UNIT XII-A HOMEOWNERS ASSOCIATION, INC., a Florida not-for-
profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of
said Association, as duly adopted at a meeting of the Board of
Directors thereof, held on the 29th day of April , 1988.


David C. Riggs/Secretary

BOOK PAGE
3511 0178

VOLUSIA CO., FL

FILED FOR RECORDS
RECORD VERIFIED

103866

CLERK CIRCUIT COURT
VOLUSIA CO., FL

90 AUG 20 AM 10:07

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
COUNTRYSIDE PUD UNIT XII-A
(Annexation Amendment)

This First Amendment is made on this 16 day of July, 1990 by Intervest Construction, Inc., a Florida corporation and successor in interest and title to Coastline Enterprises, Inc., a Florida corporation, whose address is 1150 Pelican Bay Drive, Daytona Beach, Florida 32119, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, on the 29th day of January, 1988, Declarant together with Coastline Enterprises, Inc. made and executed that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit XII-A, said Declaration being recorded in Official Records Book 3105, Page 1944, Public Records of Volusia County, Florida, (the "Declaration"); and

WHEREAS, Article VII, Section 4, of the Declaration provides that the Declarant may submit additional lands to the Declaration and the jurisdiction of Countryside PUD Unit XII-A Homeowners Association, Inc., a Florida not-for-profit corporation, (the "Association") pursuant to the terms and conditions of the Declaration; and

WHEREAS, Declarant is desirous of adding certain additional lands known as Countryside PUD Unit XII-B to the terms of the Declaration and to make said lands subject to the jurisdiction of the Association, said lands hereinafter referred to as the "Additional Lands" and more particularly described as follows, to wit:

Countryside PUD Unit XII-B, as per map in Map Book 43, Page 86 of the Public Records of Volusia County, Florida.

NOW, THEREFORE, pursuant to Article VII, Section 4 of the Declaration, Declarant, as owner of the Additional Lands, does hereby modify and amend the Declaration as follows:

1. The legal description of those lands subject to the Declaration as originally described therein is hereby amended to add and include the Additional Lands as hereinabove described.

2. The Additional Lands are hereby submitted to the operation and effect of the Declaration and shall be held, sold, and conveyed subject to the restrictions, covenants, conditions, easements, assessments, and lien rights, set forth in the Declaration, and shall be subject to the operation and jurisdiction of the Association, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as amended from time to time.

VOLUSIA CO., FL

3. All of the terms, provisions, restrictions, covenants and conditions of the Declaration, except as modified and amended herein, shall remain in full force and effect. This First Amendment shall become effective upon its recording in the Public Records of Volusia County, Florida in accordance with Article VII, Section 4 of the Declaration.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Countryside PUD XII-A has been executed on behalf of Declarant by its duly authorized President the day and year first above written.

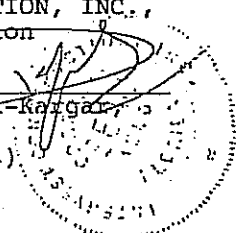
Witnesses:

"DECLARANT"

[Handwritten signatures of witnesses]

INTERVEST CONSTRUCTION, INC.,
a Florida corporation

By: *[Signature]*
Morteza Hosseini-Kargar,
President
(Corporate Seal)



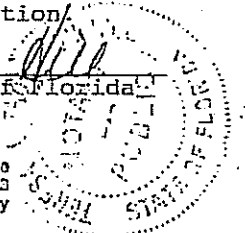
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of July, 1990 by Morteza Hosseini-Kargar as President of Intervest Construction, Inc., on behalf of the corporation.

[Signature]
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires Feb. 18, 1993
Bonded thru Maynard Bonding Agency



VOLUSIA CO., FL

103867

90 AUG 20 AM 10: 07

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

Coastline Enterprises, Inc., a Florida corporation (the "Mortgagee"), being the owner and holder of that certain Purchase Money Mortgage and Security Agreement in favor of Coastline Enterprises, Inc., dated March 31, 1988, and recorded April 7, 1988, in Official Records Book 3121, Page 353, which Mortgage encumbers certain real property located in Volusia County, Florida being a part of those lands submitted and made subject to the restrictions, covenants, conditions, easements, assessments, and lien rights set forth in that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit XII - A, recorded in Official Records Book 3105, page 1944, Public Records of Volusia County, Florida, by virtue of that certain First Amendment to said Declaration to which this instrument is attached, hereby consents to and joins in said First Amendment and agrees that this instrument shall be attached to said First Amendment and recorded simultaneously therewith in the Public Records of Volusia County, Florida to evidence the Mortgagee's joinder and consent as set forth herein.

Executed this 27th day of July, 1990.

WITNESSES:

Dana R. Barker

James Black

STATE OF FLORIDA
COUNTY OF Duval

COASTLINE ENTERPRISES, INC.,
a Florida corporation

By: H. J. Fant
James Fant, Executive
Vice President
(Corporate Seal)

I HEREBY CERTIFY that on this day, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James Fant well known to me to be the Executive Vice President of Coastline Enterprises, Inc., a Florida corporation, who executed the foregoing instrument and acknowledged before me the execution of same on behalf of said corporation.

WITNESS my hand and official seal this 27th day of July, 1990.

James M. Black
Notary Public, State of Florida
at Large.

Notary Public, State of Florida
My Commission expires April 3, 1993

3511 0178

VOLUSIA CO., FL

FILED FOR RECORD
RECORD VERIFIED

103866

CLERK CIRCUIT COURT
VOLUSIA CO., FL

90 AUG 20 AM 10:07

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
COUNTRYSIDE PUD UNIT XII-A
(Annexation Amendment)

This First Amendment is made on this 16 day of July, 1990 by Intervest Construction, Inc., a Florida corporation and successor in interest and title to Coastline Enterprises, Inc., a Florida corporation, whose address is 1150 Pelican Bay Drive, Daytona Beach, Florida 32119, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, on the 29th day of January, 1988, Declarant together with Coastline Enterprises, Inc. made and executed that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit XII-A, said Declaration being recorded in Official Records Book 3105, Page 1944, Public Records of Volusia County, Florida, (the "Declaration"); and

WHEREAS, Article VII, Section 4, of the Declaration provides that the Declarant may submit additional lands to the Declaration and the jurisdiction of Countryside PUD Unit XII-A Homeowners Association, Inc., a Florida not-for-profit corporation, (the "Association") pursuant to the terms and conditions of the Declaration; and

WHEREAS, Declarant is desirous of adding certain additional lands known as Countryside PUD Unit XII-B to the terms of the Declaration and to make said lands subject to the jurisdiction of the Association, said lands hereinafter referred to as the "Additional Lands" and more particularly described as follows, to wit:

Countryside PUD Unit XII-B, as per map in Map Book 43, Page 86 of the Public Records of Volusia County, Florida.

NOW, THEREFORE, pursuant to Article VII, Section 4 of the Declaration, Declarant, as owner of the Additional Lands, does hereby modify and amend the Declaration as follows:

1. The legal description of those lands subject to the Declaration as originally described therein is hereby amended to add and include the Additional Lands as hereinabove described.

2. The Additional Lands are hereby submitted to the operation and effect of the Declaration and shall be held, sold, and conveyed subject to the restrictions, covenants, conditions, easements, assessments, and lien rights, set forth in the Declaration, and shall be subject to the operation and jurisdiction of the Association, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as amended from time to time.

VOLUSIA CO., FL

3. All of the terms, provisions, restrictions, covenants and conditions of the Declaration, except as modified and amended herein, shall remain in full force and effect. This First Amendment shall become effective upon its recording in the Public Records of Volusia County, Florida in accordance with Article VII, Section 4 of the Declaration.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Countryside PUD XII-A has been executed on behalf of Declarant by its duly authorized President the day and year first above written.

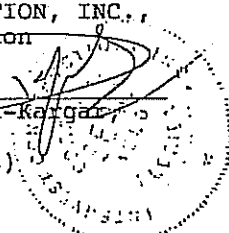
Witnesses:

"DECLARANT"

[Handwritten signatures of witnesses]

INTERVEST CONSTRUCTION, INC.,
a Florida corporation

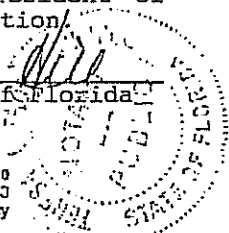
By: *[Signature]*
Morteza Hosseini-Kargar
President
(Corporate Seal)



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of July, 1990 by Morteza Hosseini-Kargar as President of Intervest Construction, Inc., on behalf of the corporation.

[Signature]
Notary Public, State of Florida
At Large
My Commission Expires:
Notary Public, State of Florida At Large
My Commission Expires Feb. 18, 1993
Bonded thru Maynard Bonding Agency



3511 0180

FILED FOR RECORD
RECORD VERIFIED

CLERK CIRCUIT COURT
VOLUSIA CO., FL

VOLUSIA CO., FL

103867

90 AUG 20 AM 10: 07

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

Coastline Enterprises, Inc., a Florida corporation (the "Mortgagee"), being the owner and holder of that certain Purchase Money Mortgage and Security Agreement in favor of Coastline Enterprises, Inc., dated March 31, 1988, and recorded April 7, 1988, in Official Records Book 3121, Page 353, which Mortgage encumbers certain real property located in Volusia County, Florida being a part of those lands submitted and made subject to the restrictions, covenants, conditions, easements, assessments, and lien rights set forth in that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit XII - A, recorded in Official Records Book 3105, page 1944, Public Records of Volusia County, Florida, by virtue of that certain First Amendment to said Declaration to which this instrument is attached, hereby consents to and joins in said First Amendment and agrees that this instrument shall be attached to said First Amendment and recorded simultaneously therewith in the Public Records of Volusia County, Florida to evidence the Mortgagee's joinder and consent as set forth herein.

Executed this 27th day of July, 1990.

WITNESSES:

Dana R. Barker

James Black

STATE OF FLORIDA
COUNTY OF Duval

COASTLINE ENTERPRISES, INC.
a Florida corporation

By: H. Fant
James Fant, Executive
Vice President
(Corporate Seal)

I HEREBY CERTIFY that on this day, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James Fant well known to me to be the Executive Vice President of Coastline Enterprises, Inc., a Florida corporation, who executed the foregoing instrument and acknowledged before me the execution of same on behalf of said corporation.

WITNESS my hand and official seal this 27th day of July, 1990.

James M. Black
Notary Public, State of Florida
at Large.

Notary Public, State of Florida
My Commission expires April 3, 1993

BOOK PAGE
3511 0178

FILED FOR RECORD
RECORD VERIFIED

CLERK CIRCUIT COURT
VOLUSIA CO., FL

VOLUSIA CO., FL

103866

90 AUG 20 AM 10: 07

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
COUNTRYSIDE PUD UNIT XII-A
(Annexation Amendment)

This First Amendment is made on this 16 day of July, 1990 by Intervest Construction, Inc., a Florida corporation and successor in interest and title to Coastline Enterprises, Inc., a Florida corporation, whose address is 1150 Pelican Bay Drive, Daytona Beach, Florida 32119, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, on the 29th day of January, 1988, Declarant together with Coastline Enterprises, Inc. made and executed that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit XII-A, said Declaration being recorded in Official Records Book 3105, Page 1944, Public Records of Volusia County, Florida, (the "Declaration"); and

WHEREAS, Article VII, Section 4, of the Declaration provides that the Declarant may submit additional lands to the Declaration and the jurisdiction of Countryside PUD Unit XII-A Homeowners Association, Inc., a Florida not-for-profit corporation, (the "Association") pursuant to the terms and conditions of the Declaration; and

WHEREAS, Declarant is desirous of adding certain additional lands known as Countryside PUD Unit XII-B to the terms of the Declaration and to make said lands subject to the jurisdiction of the Association, said lands hereinafter referred to as the "Additional Lands" and more particularly described as follows, to wit:

Countryside PUD Unit XII-B, as per map in Map Book 43, Page 86 of the Public Records of Volusia County, Florida.

NOW, THEREFORE, pursuant to Article VII, Section 4 of the Declaration, Declarant, as owner of the Additional Lands, does hereby modify and amend the Declaration as follows:

1. The legal description of those lands subject to the Declaration as originally described therein is hereby amended to add and include the Additional Lands as hereinabove described.

2. The Additional Lands are hereby submitted to the operation and effect of the Declaration and shall be held, sold, and conveyed subject to the restrictions, covenants, conditions, easements, assessments, and lien rights, set forth in the Declaration, and shall be subject to the operation and jurisdiction of the Association, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as amended from time to time.

VOLUSIA CO., FL

3. All of the terms, provisions, restrictions, covenants and conditions of the Declaration, except as modified and amended herein, shall remain in full force and effect. This First Amendment shall become effective upon its recording in the Public Records of Volusia County, Florida in accordance with Article VII, Section 4 of the Declaration.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Countryside PUD XII-A has been executed on behalf of Declarant by its duly authorized President the day and year first above written.

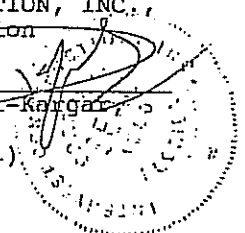
Witnesses:

"DECLARANT"

[Handwritten signatures of witnesses]

INTERVEST CONSTRUCTION, INC.,
a Florida corporation

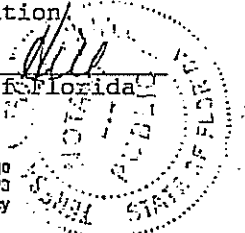
By: *[Signature]*
Morteza Hosseini-Kargar
President
(Corporate Seal)



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of July, 1990 by Morteza Hosseini-Kargar as President of Intervest Construction, Inc., on behalf of the corporation.

[Signature]
Notary Public, State of Florida
At Large
My Commission Expires:
Notary Public, State of Florida At Large
My Commission Expires Feb. 19, 1993
Bonded thru Maynard Bonding Agency



3511 0180

FILED FOR RECORD
RECORD VERIFIED

CLERK CIRCUIT COURT
VOLUSIA CO., FL

VOLUSIA CO., FL

103867

90 AUG 20 AM 10:07

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

Coastline Enterprises, Inc., a Florida corporation (the "Mortgagee"), being the owner and holder of that certain Purchase Money Mortgage and Security Agreement in favor of Coastline Enterprises, Inc., dated March 31, 1988, and recorded April 7, 1988, in Official Records Book 3121, Page 353, which Mortgage encumbers certain real property located in Volusia County, Florida being a part of those lands submitted and made subject to the restrictions, covenants, conditions, easements, assessments, and lien rights set forth in that certain Declaration of Covenants, Conditions and Restrictions for Countryside PUD Unit XII - A, recorded in Official Records Book 3105, page 1944, Public Records of Volusia County, Florida, by virtue of that certain First Amendment to said Declaration to which this instrument is attached, hereby consents to and joins in said First Amendment and agrees that this instrument shall be attached to said First Amendment and recorded simultaneously therewith in the Public Records of Volusia County, Florida to evidence the Mortgagee's joinder and consent as set forth herein.

Executed this 27th day of July, 1990.

WITNESSES:

Dana R. Barker
Janet Black

COASTLINE ENTERPRISES, INC.
a Florida corporation

By: H. Fant
James Fant, Executive
Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James Fant well known to me to be the Executive Vice President of Coastline Enterprises, Inc., a Florida corporation, who executed the foregoing instrument and acknowledged before me the execution of same on behalf of said corporation.

WITNESS my hand and official seal this 27th day of July, 1990.

James M. Black
Notary Public, State of Florida
at Large.

Notary Public, State of Florida
My Commission expires April 3, 1993