

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRYSIDE WEST P. U. D.**

THIS DECLARATION is made on this 7th day of April, 1995, by INTERVEST CONSTRUCTION, INC., a Florida Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the record owner of certain real property located in Volusia County, Florida, more particularly described on the attached Exhibit "A" (the "Property"); and

WHEREAS, Declarant desires to subject all of the Property to the terms and conditions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are created and established for the purpose of protecting the value and desirability of the Property, and enhancing and preserving the welfare of the residents and owners thereof. The restrictions, covenants and conditions contained herein shall run with the land and be binding upon all parties having any right, title or interest in the property or any part thereof, and 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 the COUNTRYSIDE WEST PUD HOMEOWNERS ASSOCIATION, INC., a Florida not- for-profit corporation.

Section 2. “Owner” shall mean and refer to the record title owner of fee simple title to any Lot (whether one or more persons or entities), including contract purchasers, but excluding parties holding such interest merely as security for the performance of an obligation.

Section 3. “Property” shall mean and refer to that certain real property herein before 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 thereon) owned by the Association, including the common areas as set forth on the recorded Plat of COUNTRYSIDE WEST PUD, Phase I, for the common use and enjoyment of the Owners; Declarant shall have the right, but not the obligation, to convey additional property to the Association, and upon such conveyance said property (including the improvements thereon) shall also become Common Area.

Section 5. “Lot” shall mean and refer to any separate plot of land as shown upon any recorded subdivision plat of the Property, excluding the Common Area.

Section 6. “Declarant” shall mean and refer to INTERVEST CONSTRUCTION, INC., a Florida Corporation and its authorized successors and assigns.

Section 7. “Declaration” shall mean and refer to this Declaration of Covenants and Restrictions, and any amendments or modifications made in accordance with the provisions hereof.

Section 8. “Structure” shall mean any improvement upon the Property, including but not limited to paving and parking lots, signs, residences, garages, storage buildings and play structures but not including improvements providing electric, telephone, television, water, sewer or other utilities services.

Section 9. “Architectural Review Committee” or “ARC” shall mean and refer to the committee created and established in accordance with the provisions of Article VII hereof.

Section 10. “Surface Water or Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use of reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C- 42, F.A.C.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right end easement to use and enjoy all or any portion of the Common Area for its intended purpose, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The Association may charge reasonable fees for the use of any recreational lot or facility which may be located within or upon the Common Area;

(b) The Association may suspend an Owner's voting rights and the right to use the Common Area for any period during which any assessment against such Owner's lot remains unpaid; or, for a period not to exceed sixty (60) days for each infraction of the Association's rules and regulations concerning the Common Area;

(c) The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument consenting to such transfer and signed by two-thirds (2/3) of the members, has been recorded.

(d) Children under the age of ten (10) may not use the recreational Lots or Common Area unless accompanied by a parent or legal guardian who is an Owner, or by parent or legal guardian who is the guest of an Owner.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner, including Declarant, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes or Membership. The Association shall have two classes of membership, as outlined below, which shall have the voting rights specified below:

Class A: Class A shall consist of all Owners with the exception of Declarant and Declarant's successors and assigns. Class A members shall be entitled to one (1) vote for each lot owned. Following the Conversion Date, both Class A and Class B members shall be entitled to vote in the affairs of the Association on the basis of one vote for each Lot owned. In the event that two or more parties hold an interest in any lot, the vote for such lot shall be exercised as such parties may determine, but in no event may more than one vote be cast with respect to any lot. Decisions of the members shall be rendered in accordance with the provisions of the By-Laws of the Association.

Class B: Class B shall consist of the Declarant. Class B member shall have seven (7) votes for each Lot owned. Upon the occurrence of the Conversion Date, the Association shall succeed Declarant as Declarant hereunder, and shall succeed to all of the

rights, obligations and powers of Declarant hereunder. The Conversion Date shall be defined as the earlier of the following to transpire:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) the date Declarant (or its successors or assigns) conveys the last lot owned by Declarant to a third party; or

(c) the date Declarant (or its successors or assigns) voluntarily relinquishes control of the Association to the Class B members; or

(d) September 1, 2005.

ARTICLE IV

COVENANT FOR MAINTENANCE AND INDEMNIFICATION

Section 1. Creation of Obligation. The Association shall at all times maintain the Common Area in a presentable manner which promotes the health and welfare of the owners. The Association hereby assumes responsibility for maintenance of the drainage facilities and appurtenant structures now or hereafter located on the Property.

Section 2. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of

practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Any amendment to the Covenants and restrictions which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Declarant, on behalf of each Owner, hereby covenants and agrees to pay assessments to the Association. These shall be: (1) Annual assessments or charges, (2) Special assessments for capital improvements, and (3) Assessments for contribution to the COUNTRYSIDE IV-A Resurfacing Reserve and the COUNTRYSIDE IV-C Resurfacing reserve accounts maintained by the respective homeowner association, such assessments to be assessed and collected as hereinafter provided. The assessments, together with any interest due as hereinafter provided, any late penalty,

and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made, and the personal obligation of the Owner of such lot (jointly and severally if more than one party).

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of the Common Areas and such purposes as may be determined by the Association, including promotion of the recreation, health, safety and welfare of the Owners. The Common Areas shall be as defined on the plat and shall include, but not be limited to, easements for access, ingress and egress, recreation and maintenance of utilities and drainage facilities, roadways and sidewalks. Without limiting the generality of the foregoing, the Association shall have the obligation to maintain each entrance, including but not limited to the masonry walls which may be located at each entrance and the fence located along the west boundary of Phase II and streetlights and the entrance signs, waterfalls, landscaping, entrance irrigation, electricity, pumps and maintenance of sod areas and berms and Common Areas as set forth on the Plat of COUNTRYSIDE WEST PUD, Phase I, as recorded in Map Book 44, Pages 198 and 199, Public Records of Volusia County, Florida and any other similar maintenance responsibilities called for in subsequent plats of lands annexed into this Declaration under the terms hereof, in the manner required by any and all governmental authorities having appropriate jurisdiction including but not limited to all storm

water maintenance requirements of the St. Johns River Water Management District.

As set out above, the Association shall have the additional obligation to maintain and contribute to the Resurfacing Reserve accounts maintained by the respective homeowner associations for the Countryside PUD Phase IV-A subdivision and the Countryside PUD Phase IV-C subdivision. The contributions shall be made pursuant to the formula set out below. The Association is required to contribute to the accounts to support an easement granted by the Countryside PUD Phase IV-A and Countryside PUD Phase IV-C Homeowners Associations in favor of the Countryside West PUD Homeowners Association, Inc. with rights of ingress and egress from Country Lane, a dedicated public roadway, across the privately owned streets located in Countryside PUD Phase IV-A and Countryside PUD Phase IV-B (Lakepointe) and Countryside PUD Phase IV-C (Steeplechase) subdivisions. Contributions to the accounts are designed and intended to be on a pro rata basis considering all lots located within the Countryside West PUD and Countryside PUD Phase IV-A, Phase IV-B and Phase IV-C subdivisions.

The pro rate contribution shall be computed by: 1) considering the total number of lots in the Countryside West PUD, plus the total number of lots contained in the Countryside PUD Phase IV-A, Phase IV-B and Phase IV-C subdivisions; 2) projecting the cost to resurface the through streets Smokerise Boulevard, Teaberry Lane and Countryside West Boulevard as

located in Countryside PUD Phase IV-A, Phase IV-B and Phase IV-C every fifteen (15) years; and 3) dividing the projected cost to resurface by the combined total number of lots in the referenced subdivisions. Based on a fifteen (15) year schedule, each lot located in Countryside West and conveyed by the developer of Countryside West to any individual or entity shall be required to contribute the aggregate sum of Seven and 46/100 Dollars (\$7.46) per year into resurfacing reserve accounts established by the Countryside PUD Phase IV-A Homeowners Association, Inc. and the Countryside PUD Phase IV-C Homeowners Association, Inc. for resurfacing the above-named streets every fifteen (15) years. Contributions to the account shall be held separately and not commingled with other Association assets or funds. The Countryside PUD Phase IV-A and Phase IV-C homeowners associations shall have the right to periodically adjust the amount of the contributions to the resurfacing reserve accounts provided such adjusted amounts are determined and certified by a professional engineer licensed by the State of Florida, practicing in Volusia County, Florida, and approved by the Board of Directors for the respective associations.

Section 3. Annual Assessments. Annual assessments shall initially be levied at \$150.00 per lot, for each year commencing January 1 and ending the succeeding December 31. Thereafter the Board of Directors of the Association shall fix the annual assessment on or before November 30 of each year, and shall determine whether such annual assessment shall be payable in one

or more installments. An increase in the assessments in excess of 25% over the previous years assessments shall require approval of 51% of the members. Written notice of the Annual assessments for each lot and the due date(s) therefore shall be mailed to the Owner of such Lot at the address shown on the rolls of the Association. Annual assessments shall be due and payable to the Association on the date(s) specified in such notice.

Section 4. Special Assessments. In addition to the Annual assessments authorized above, the Board of Directors of 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, replacement or maintenance of any capital improvements on the Property which are the responsibility or obligation of the Association. Such Special assessments shall be due and payable at such times, and in such installments, as the Board of Directors may determine. The owners of (2/3) of the votes of the members must affirm any Special assessment prior to such Special assessment becoming collectable.

Section 5. Resurfacing Reserve Contribution Assessments. Resurfacing Reserve Contribution assessments shall initially be levied at \$7.46 per lot, for each year commencing January 1 and ending the succeeding December 31. Thereafter the Board of Directors of the Association shall fix the resurfacing Reserve Contribution assessment on or before November 30 of each year to be payable no later than December 31 of the same year. Written

notice of the Resurfacing Reserve Contribution assessment for each Lot and the due date(s) therefore shall be mailed to the Owner of such Lot at the address shown on the rolls of the Association.

Section 6. Uniform Rate of Assessment. Annual, Special and Resurfacing Reserve Contribution assessments shall be fixed at a uniform rate for all lots.

Section 7. Liability for Payment of Assessments. Liability for payment of all Annual, Special and Resurfacing Reserve Contribution Assessments provided for herein shall commence immediately upon conveyance of such lot from Declarant. Upon the purchase of a lot from Declarant, the Owner shall, at the closing of such purchase, pay to the Association the Annual assessment for such Lot, prorated if such closing takes place during an assessment year. Special assessments and Resurfacing Reserve Contribution assessments shall be paid in full, without proration. Notwithstanding anything contained herein to the contrary, Declarant shall not be liable for, nor be required to pay, any Annual, Special or Resurfacing Reserve Contribution assessments levied against any Lots owned by Declarant.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual, Special or Resurfacing Reserve Contribution assessment not paid within 15 days when due shall bear interest from the due date at the rate of eighteen percent (18%) per annum. A late charge of Twenty-Five Dollars (\$25.00) per assessment shall also be due if payment of the assessment is

not received within fifteen (15) days after the due date. The Association may bring an action at law against an Owner to enforce payment of any assessment, or may foreclose the lien of such assessment as provided herein against the lot upon such assessment was levied. No Owner may waive or otherwise avoid liability for assessments levied hereunder by nonuse of the Common Area, failure to take possession of such Owner's lot, abandonment of his lot, or for any other reason.

Section 9. Subordination of Assessment Lien to Certain Mortgages. The lien of the assessments provided here herein shall be subordinate to the lien of any institutional first mortgage on any lot. Sale or transfer of any lot shall not affect the validity, priority or enforceability of an assessment lien on such lot.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. The Association covenants and agrees to indemnify and hold harmless Declarant from and against any and all claims, suits, actions, causes of actions, and damages arising from any injury, loss of life or damage occurring upon or within the Property and the improvements thereon, except those arising from actions or negligence on the part, of the Declarant and from and against all loss, cost, expense, court costs and attorneys fees incurred by Declarant arising from any such claims, the investigation thereof or the defense of any actual proceedings brought thereon. The Association also

indemnifies Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant hereunder or under any other COUNTRYSIDE WEST PUD HOMEOWNERS ASSOCIATION, INC. documents. The cost and expense of fulfilling the covenant of indemnification set forth in this Section shall be considered an operating expense of the Association.

ARTICLE VII

OPERATING EXPENSES OF THE ASSOCIATION

Section 1. Administrative And Operating Expenses. The costs of administration of the Association and the performance of its functions and duties hereunder shall be considered operating expenses. In addition, the Association may retain a management company or contractors (any of which may be a subsidiary, affiliate or other related entity of Declarant) to assist in the operation of the Property and the performance of the obligations of the Association. The cost of any management company or contractors so retained shall be deemed to be part of the operating expenses of the Association.

Section 2. Insurance. Premiums on insurance policies which the Association in its discretion determines to obtain shall also be operating expenses of the Association. Insurance which the association may obtain from time to time may include the following:

(a) Property insurance for improvements in the Common Area in such amounts as may be determined by the Association, covering

loss or damage by fire and other hazards covered by standard extended coverage endorsement.

(b) Comprehensive public liability insurance insuring against claims or demands made by any person or persons for injuries received in connection with, or arising from, the operation, maintenance and use of the Property and any improvements thereon, with limits not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for personal injury and not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for property damage.

(c) Such other types of insurances with such coverages as the Association may determine are necessary or beneficial for the protection of the Association or Common Area and any improvements thereon.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE (“ARC”)

Section 1. Creation of ARC. The ARC shall be composed of not less than three (3) nor more than five (5) persons, appointed by Declarant. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, Declarant shall appoint a successor member who shall serve for the duration of the unexpired term. The membership, rules of procedure and duties of the ARC shall be prescribed by and, from time to time, amended or modified by Declarant, and until such time as Class B Membership ceases to exist, at which time the

Board of Directors of the Association shall have assumed the powers formerly held by the Declarant.

Section 2. Review of Proposed Construction Plans by ARC. No structure shall be erected, placed upon, altered, or permitted to remain on any Lot unless and until the Owner of such Lot has submitted an application (hereinafter referred to as an "Application") for approval therefore to the ARC, together with two sets of construction plans, site plan, drainage plan, irrigation and landscaping plan, and such other information as the ARC may require, and such Application has been approved by the ARC. For purposes hereof, no Application shall be deemed submitted to the ARC unless a written receipt therefore has been signed by a member of the ARC. The ARC shall review the Application and other materials submitted with respect to (i) the quality of workmanship and materials to be used in such construction, (ii) the harmony of the external design and location of the proposed Structure with respect to existing structures within the Property, (iii) the location of the proposed structure with respect to topography, vegetation and the finished grade elevation of the Lot, (iv) consistency of such Structure with the provisions of this declaration and (v) any other relevant considerations, including aesthetic factors.

Section 3. The ARC shall respond in writing to all Applications and shall serve a copy of such response upon the applicant, either approving the Application or specifying the reasons for any disapproval. If the ARC fails or refuses to take

action on an Application within forty-five (45) days after such Application is properly submitted (written acknowledgment of receipt is required), then such Application shall be deemed to have been approved by the ARC, and no further action of the ARC shall be required for the approval thereof. Decisions of the ARC may be appealed in writing to the Declarant within ten (10) days after delivery of the ARC's decision. If the applicant fails to file an appeal within said ten (10) day period, the decision of the ARC shall be final. In the event of an appeal, Declarant shall take action on such appeal and either approve or disapprove in writing the decision of the ARC within thirty (30) days after receipt of the appeal. Declarant shall deliver a copy of its decision to the applicant and the ARC. If Declarant fails to take action on an appeal within thirty (30) days after such appeal is properly submitted, then the decision of the ARC shall stand. If the Declarant overturns the decision of the ARC, then the decision of the Declarant shall be final.

Section 4. Transfer of Authority over ARC. At its discretion, Declarant may delegate to the Board of Directors of the Association, the authority to appoint the members of the ARC. Thereafter, the Board of Directors shall appoint all members of the ARC in accordance with the provisions of this Article VII.

Section 5. Guidelines for ARC Review. Guidelines to be used by the ARC in reviewing Applications include, but are not limited to, the following:

(a) Dwelling Requirements. Residences shall not exceed thirty-five (35) feet in height. Unless otherwise specifically approved by the ARC in writing, no tool shed, storage room or other detached structure may be constructed on any lot without the expressed written consent of the ARC.

(b) Building Quality and Materials. The ARC shall have final approval of exterior building materials for all Structures. Exposed concrete block shall not be permitted on the exterior of any residence. The ARC shall not permit the use of imitation stone or brick for the exterior of the residences and other Structures, and shall permit the use of exterior materials such as stucco, brick and wood, or a combination of the foregoing. Plywood and Masonite siding is prohibited on the exterior of any Structure without prior approval of the ARC.

(c) Exterior Trim and Color Plan. The ARC shall have final approval of exterior color plans for all Structures, and each Owner shall submit to the ARC along with such Owner's Application a color scheme, showing the proposed color of the roof, exterior walls, shutters and trim of such Structure. No owner shall install any additional shutters, awnings, exterior trim or any exterior ornamentation or decoration of any kind without the prior written approval of the ARC.

(d) Roofs. Flat roofs shall not be permitted on the main body of the Structure. The composition of all pitched roofs shall either be concrete tile or a dimensional fiberglass shingle creating an architectural detail of a type, style and color

specifically approved by the ARC. Minimum roof pitch, unless otherwise approved in writing by the ARC, shall be 5/12. The Declarant, prior to the sale of its last lot reserves the right to mandate uniform roof colors and/or roof materials at its sole discretion.

(e) Garages. All residences shall be constructed with a minimum of an attached two (2) or more car garage with a minimum sixteen (16) foot garage door. Unless otherwise approved by the ARC, all garage doors must be maintained in a usable condition. If garage doors face the side or rear of the lot, then windows must be installed on the front garage elevation. All garage doors shall be constructed of wood, metal or Masonite. No corrugated metal or corrugated translucent fiberglass style garage doors shall be permitted. Garages shall not be used for any purpose other than the storage of equipment and vehicles. Garage doors may not be removed or altered, except for temporary sales purposes by the Declarant.

(f) Driveways. No driveway, roadway or parking area shall be constructed, maintained, altered or permitted to exist on any lot except as approved by the ARC. The location, size and shape of all driveways shall be approved by the ARC, and all driveways shall be installed in such a manner as to minimize the removal of trees from any lot. Unless prior written approval is obtained from the ARC, all driveways shall be constructed of grey concrete.

(g) Swimming Pools. Any swimming pool to be constructed on any lot shall be subject to the requirements of the ARC, which shall include, but are not limited to the following: (i) Composition of the pool shall be of material thoroughly tested and accepted by the industry for such construction, (ii) The pool shall be constructed behind the residence on any lot, (iii) unless specifically approved in writing by the ARC, the screen enclosure framework for every pool shall match the window frames of the adjoining house, (iv) No above ground pools shall be permitted.

(h) Fencing, Walls, Gates and Hedges. The Association shall have an easement across the rear fifteen (15) feet of Lots 49 through 59 in Phase II for the purpose of installing and maintaining a wood fence or masonry wall. No other wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot unless and until the height, type of materials and location thereof have been approved in writing by the ARC. No fences are allowed in the front yard area of the lot or the Natural Vegetation easements. No structures, fences, hedges, trees or other objects which might interfere with the upkeep and maintenance or view of the lake or interfere with the natural drainage of the Property shall be installed by any Owner, unless specifically approved by the ARC. In order not to block any adjacent lot owners view of the lake, no fences shall be permitted on Lots 17 through 20, 22 through 24 and 70 through 79, that would encroach into that "area" described as follows: all

land lying between the rear property line of a lot and the rear corners of the structure located on said lot exclusive of any porches or screen enclosures. Any fences installed along the rear of any other lots must be a six (6) foot high pressure treated "shadow box style" with pressure treated 4 x 4 post installed to the inside of the fence. Said fence shall not be painted but left to weather naturally. Each lot owner who installs a fence shall also be responsible for the maintenance and upkeep of that fence. In addition, lot owners of Lots 49 through 59 who fence their rear yards shall be responsible for maintaining that section of the wood fence or masonry wall owned by the Association that is located within his lot. If any owner fails to properly maintain his fence or, in the instance of lots 49 through 59, the rear yard fence, the Association shall, after proper notice, have the power but not the obligation to enter on to any lot for the purpose of maintaining, repairing or replacing any fences not properly maintained by the owner. The Association shall have the power to place a lien on said lot for the cost it incurred to maintain the fence. No chain link fencing will be permitted within the COUNTRYSIDE WEST SUBDIVISION.

{i) Air Conditioning Units. No window air conditioning units shall be permitted.

{j) Jalousie Windows. No jalousie or similar windows shall be permitted in any structure.

{k) Mailboxes. No mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail,

newspapers, magazines or similar materials shall be installed on any lot unless and until the size, location, design and type of material for said receptacle has been approved by the ARC.

(l) Landscaping. A landscape and irrigation plan for each residence shall be submitted to the ARC along with such Owner's Application for such residence. No changes shall be made to the landscape plan for any lot until such changes have received the prior written approval of the ARC. In reviewing landscape plans, the ARC shall take into consideration the natural landscaping of the lot, such as trees, shrubs and palmettos, and shall encourage the owner to incorporate the same into the landscape plan. No fence, wall, hedge or shrubbery may exceed two feet in height on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Sodding will be required on all disturbed area of front, side and rear yards on any lots. Each residence shall have shrubs along the front elevations as well as a minimum of 15' on both sides of the structure. Lakefront lots shall have shrubs along the rear wall of the residence. The ARC reserves the right to mandate the type of sod used within COUNTRYSIDE WEST.

(m) Exterior Lighting. All exterior lighting with the exception of up to two (2) entry door lights, up to two (2)

garage wall lights, and up to two (2) rear wall lights must be approved by the ARC prior to installation. The ARC shall review all exterior lighting plans in order to assure that said lighting does not unreasonably interfere with the use or enjoyment of other lots.

(n) Repair and Maintenance. It is the obligation of all Owners to maintain their lots, the structures located on said lots and the adjacent sodded street right-of-way area in good and clean condition and repair. If any lot is not maintained in such condition (including but not limited to exterior painting, landscaping, sod and trash removal), the ARC may give the Owner of said lot written notice of his failure to provide the necessary repair and maintenance, specifying the deficiencies therein. If appropriate repair or maintenance is not performed by such Owner within fifteen (15) days after the giving of such notice, then the ARC shall have the power but not the obligation to enter upon such lot, and make the necessary repairs, and bill the Owner for the costs incurred. Said Owner shall be personally liable for the reimbursement of such costs, and the amount thereof shall become a lien against such Owner's lot. If such costs are not paid within thirty (30) days of billing, the ARC may collect the same, along with the costs of such action, by an action at law against the Owner personally, or by foreclosing upon the lien accorded herein.

(o) Subsequent Modifications or Changes. These guidelines may be amended by the ARC, so long as said changes do not

materially alter the character, nature or general scheme of the property. Written notice of said modification of these guidelines shall be distributed to all Owners.

ARTICLE IX

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. This restriction is not meant to preclude a home owner from having an office in his residence if otherwise permitted by the zoning regulations of Port Orange. There shall be one residential dwelling house per lot. No Owner may subdivide any lot. Notwithstanding the foregoing, nothing contained herein shall prohibit Declarant from using any lot(s) for models or sales offices, or from conveying and building upon a portion of two (2) lots so long as both portions constitute a lot conforming to applicable zoning regulations.

Section 2. Sidewalks. There shall be no sidewalks constructed on any Lot unless required by the City of Port Orange or any other governmental agency or other municipal agency with jurisdiction over the property.

Section 3. Parking Restrictions. No commercial truck, boat, trailer, house trailer, mobile home, camper, recreational vehicle, or other vehicle shall be parked on any street right-of-

way within COUNTRYSIDE WEST between 12:00 midnight and 6:00 A.M. on any day.

Section 4. Storage Restrictions. No boat, trailer, house trailer, mobile home, camper or other vehicle (except passenger automobiles and trucks under 3/4 ton without commercial lettering) shall be stored on any lot except in an enclosed garage. No automobile, truck, or commercial vehicle which contains lettering or advertising thereon, or which is identified with a business or commercial activity, shall be stored or otherwise permitted to remain on any lot, except in a closed garage or an enclosed fenced area which is not visible from the street.

Section 5. Livestock and Animal Restrictions. No livestock, poultry or other 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 kept, provided the same are not kept, bred or maintained for any commercial purposes. Not more than four (4) domestic household pets (two of any one kind) shall be kept or maintained at any dwelling. Dogs, cats or other permitted pets shall be kept inside the house, on a leash or within a fenced area on the lot.

Section 6. Dumping; Incineration. No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, and waste materials. Except during construction no commercial "type" incinerators or

other equipment shall be used or placed on any lot or street right-of-way for the collection, storage or disposal of waste materials except for approved residential “type” trash containers which shall be kept in sanitary condition and kept within enclosures approved by the ARC. Such enclosures shall provide that the containers shall not be visible from the street. Owners receiving a City trash collection service shall only place their containers and debris by the curb during the day of collection. There shall be no burning of trash or any other materials except in incinerators approved by the ARC.

Section 7. Restriction on Activities. 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 a nuisance to any Owner.

Section 8. Clotheslines. Clotheslines and clothing hung on clotheslines or any other device shall not be allowed on any lot.

Section 9. Retention Areas and Drainage Easements. No additions or change shall be made to the slopes of any retention areas or to any drainage easements within COUNTRYSIDE WEST PUD without the prior written approval of the ARC, and/or the Board of Directors. The ARC shall not approve any fences or structures which obstruct an adjacent Owner’s view or enjoyment of the retention area (Parcels “B” and “D”). No Owner shall install or cause to be installed any retaining wall or similar structure abutting the retention areas, or within any drainage easements or

within the natural vegetation areas without the prior written approval of the ARC.

Section 10. Berms, Swales and Natural Vegetation Areas. No owner shall remove, destroy or in any way impair any berm or swale or drainage system or areas designated on the plat as “Natural Vegetation” easements which are located upon or within such Owner’s lot. No fences are allowed within Natural Vegetation easements. Owners shall maintain good and clean condition all grass areas located between the front property line of the lot and the paved surface of the road. The Association shall have the right to enter any lot in order to maintain any drainage system. The Owner will be liable for any damage caused to said drainage system resulting from the negligence or intentional act(s) of Owner.

Section 11. Vehicles and Repair. Motorcycles, mopeds and other motorized two or three wheel vehicles shall not be operated over or across any common areas within COUNTRYSIDE WEST PUD. Inoperative cars, trucks, trailers, vehicles without current tags or any other such vehicles shall not be permitted to remain on any lot or roadway within the Property for a period in excess of forty-eight (48) hours, except within an enclosed garage. There shall be no major repair performed on any motor vehicle within the Property except in an enclosed garage.

Section 12. Antenna Restrictions. No Owner shall install or maintain on any lot any television or radio antennas, masts, aerials, satellite dishes or towers for the purpose of audio or

visual reception or transmission unless said antennas are located within the enclosed portion of the structure.

Section 13. Insect and Fire Control, and Yard Maintenance. In order to implement effective insect, reptile and fire control, the Association and its authorized agents, employees and contractors, shall have the right, but not the duty, to enter upon any lot, with tractors or other equipment for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth. Such entrance 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 any lot to remove any trash which has collected on such lot or mow an unkempt yard 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 otherwise prune any lot, nor to provide garbage or trash removal services. The costs incurred by the Association shall become a special assessment against the subject lot, and shall in every respect constitute a lien on the lot as would any other special assessment.

Section 14. Signs. No commercial or other signs, including house numbers, over 3" in height, shall be installed or maintained on any lot except with the written permission of the Association, except as may be required by legal proceedings. The Association will not grant permission for signs unless their installation is necessary to avert serious hardships for an

Owner. If permission is granted for any sign, the Association shall have the right to restrict the size, color and content of such sign. No "For Sale" signs of any kind shall be displayed on any lot except a single sign of not more than three (3) square feet in size for the purpose of advertising the house and lot for sale both during and after the initial construction period. Notwithstanding the foregoing, these restrictions shall not restrict Declarant or its agents from erecting any signs to assist Declarant in the sale of any lot.

Section 15. Ornamental Statuary. No ornamental statuary of any type will be permitted on any lot which can be seen from the street or any other lot.

Section 16. Window Coverings. No reflective foil or other reflective film material shall be permitted on the glass of any windows, except for smoke or bronze colored film or glass.

Section 17. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declarant, the Association, through its duly authorized agents, contractors or employees shall have a license and easement to enter into any lot at reasonable hours, upon reasonable notice to the Owner.

Section 18. Tree Removal Restrictions. Trees situated on any lot between building setback lines and the property lines having a diameter of six (6) inches or more measured two (2) feet above ground level shall not be removed without prior written approval of the ARC. All requests for tree removal shall be

submitted in writing to the ARC along with a plan showing the location of such tree(s) and specifying the reason for such removal. Any owner violating the provisions of this Section will be required to replace any trees removed or harmed with trees of a like kind, size and condition within thirty (30) days after written demand by the ARC. If the owner fails or refuses to replace the tree(s) as demanded, the ARC may cause suitable replacements to be planted and the cost thereof shall become a lien against such Owner's lot. The Owner grants to the ARC, its agents, employees and assigns an easement for ingress or egress over and across said Owner's lot to enable the Association to comply with this Section.

Section 19. Games and Play Structures. All basketball backboards and any other fixed games and play structures which can be viewed from the street will not be allowed. Tree houses or other types of play structures shall not be constructed on any lot without prior written approval of the ARC. It shall be a condition of any such approval that the structure be screened from view by adjoining lots.

Section 20. Utility Connections. Connections for all utilities, including, but not limited to water, sewer, electricity, gas, telephone, television and private wells and irrigation systems shall be installed underground in a manner acceptable to the applicable utility authority and the ARC. All private wells shall be located a minimum of five (5) feet within the lot, and shall use either a submersible pump or an above-

ground pump located within the garage or in an approved structure or screened from view through the use of landscaping. The Owner of each lot shall be responsible for and shall pay when due the costs of installation and maintenance of all underground utility systems for his lot.

Section 21. Easements. Easements shall be established for the installation, construction, maintenance and repair of the Common Areas, utility facilities, communication facilities, and other similar services within the property. 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 such easement in the Deed of Conveyance of a given lot;

(c) By specific reference in these Covenants and Restrictions;

(d) By a separate instrument recorded by the Association.

At any time prior to the sale of (75%) of all of the lots, the Declarant may, at its sole option, dedicate or transfer to a public agency or authority, drainage facilities and transmission facilities; provided, however, no such transfer or dedication shall be effective until acceptance by such public agency or authority.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right, but not the responsibility, to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. The Association shall have the right to impose reasonable fines and collect costs incurred with the enforcement of such fines, established by the Board of Directors, on Owners who violate the provisions of this Declaration. Such fines shall become liens on the Owner's property if not paid by the Owner. Failure by the Association or 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. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Enforcement and Attorney's Fees. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney, including attorney's

fee for appeals from lower court judgments. The homeowners' association shall have the power to undertake such enforcement action, in addition to any lot owner.

Section 3. Severability. Invalidation of any one of these covenants and restrictions by judgment of court order shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless and until terminated by a written termination agreement signed by not less than seventy'-five percent (75%) of then owners, and recorded against the property in the Public Records of Volusia County, Florida.

Section 5. Amendment. Declarant hereby reserves the right to amend, modify, waive or rescind whatever parts of this Declaration as it, in its sole discretion, may deem necessary or desirable, so long as such amendment or modification does not substantially change the character, nature or general scheme of development of the Property. Any said change or modification made by Declarant shall not in any way waive Declarant's right to enforce this Declaration as written. After the Conversion Date, this Declaration may be amended by a written amendment signed by not less than two-thirds (2/3) of the then Owners, and recorded

against the Property in the Public Records of Volusia County, Florida.

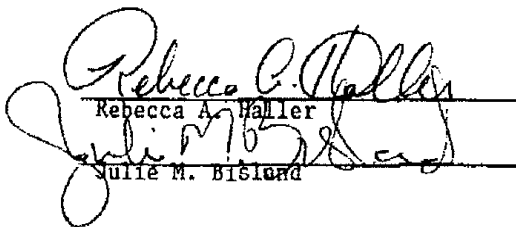
Section 6. Annexation. Declarant may, in its sole discretion and judgment, add additional phases of real property to the terms of this Declaration by recording an annexation amendment in the Public Records of Volusia County, Florida. Notice of said annexation stating the number of lots and a description 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.

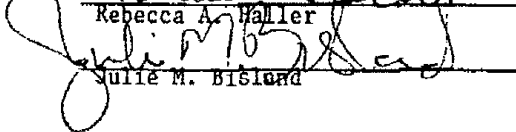
Section 7. Notices. Any notice provided for in this Declaration shall be given in person or by U.S. Postal Service (mail) with postage prepaid, addressed appropriately to Declarant, an Owner or the Association at the address shown for such party on the rolls of the Association. Notices shall be deemed to have been given when delivered in the case of personal delivery and three days (3) after mailing when mailed in compliance with the requirements of this Section.

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

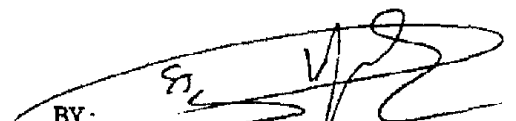
WITNESSES:

INTERVEST CONSTRUCTION, INC.



Rebecca A. Waller


Julie M. Bisland


BY: _____
MORTEZA HOSSEINI-KARGAR
PRESIDENT

(CORPORATE SEAL)

Attested: [Signature]
Assistant-Secretary

(STATE OF FLORIDA)
(COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this
4th day of April, 1995, by Morteza Hosseini-Kargar,
President of Intervest Construction, Inc., a Florida Corporation.

[Signature]
Julie M. Bisland
NOTARY PUBLIC

My Commission Expires:



The Real Property

Book: 3986
Page: 937
Diane M. Matousek
Volusia County, Clerk of Court

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Sixteen (16) South, Range Thirty-Three (33) East, Volusia County, together with that certain easement for ingress and egress over the Easterly ten (10) feet of the West one-half of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Sixteen (16) South, Range Thirty-Three (33) East, as reserved in the certain warranty deed from Port Orange Hatchery, Inc. to Ivan C. Schmidt. et al, dated November 14, 1958, and recorded in Official Records Book 157, Page 160, of the Public Records of Volusia County, Florida.

EXHIBIT "A"

047321