

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Adam W. Carls

ARIAS BOSINGER, PLLC

140 N. Westmonte Dr. Ste. 203

Altamonte Springs, FL 32714

MARKETABLE RECORD TITLE ACT NOTICE

Countryside Heights Homeowners' Association, Inc., a Florida not-for-profit corporation, (hereinafter referred to as the "Association"), is a homeowners' association subject to Chapter 720, Florida Statutes. The Association hereby certifies that preservation of the covenants or restrictions affecting the land identified hereinafter has been approved by a two-thirds vote of the Association's Board of Directors at a meeting at which a quorum of the Board was present, prior to which the Statement of Marketable Title Action (the "Statement") was mailed or hand delivered to the members of the Association, along with due notice of the time and place of said meeting. The Association hereby preserves the covenants or restrictions imposed on the land affected by filing this Marketable Record Title Act Notice (the "Notice") as follows:

1. **ASSOCIATION:**

The name and post office address of the Association desiring to preserve the covenants or restrictions is as follows:

COUNTRYSIDE HEIGHTS HOMEOWNERS' ASSOCIATION, INC.

P.O. BOX 4129

WINTER PARK, FL 32793

2. **AFFIDAVIT OF MAILING OR HAND DELIVERY OF STATEMENT OF
MARKETABLE TITLE ACTION:**

The Affidavit of an appropriate Member of the Board of Directors of the Association is attached hereto as Exhibit "1" affirming that the Association's Board of Directors caused the Statement to be mailed or hand delivered to the members of the Association not less than seven (7) days prior to and again following the meeting of the Board of Directors, at which at least two-thirds of the members of the Board of Directors of the Association voted to approve the preservation of covenants or restrictions, as set forth in this Notice. The Affidavit is attached hereto as Exhibit "1" with the Statement attached thereto as Exhibit "A."

3. **LAND AFFECTED:**

The legal description of the land affected by this Notice and subject to the covenants or restrictions (the "Land") is set forth on the plat filed in the Public Records of Orange County, Florida (the "Plat") as follows:

All of Countryside Heights First Addition, according to the plat thereof, as recorded in Plat Book 17, Page 31 of the Public Records of Orange County, Florida.

A copy of the Plat is attached hereto as Exhibit "2."

4. **COVENANTS OR RESTRICTIONS BEING PRESERVED WHICH AFFECT THE LAND:**

The covenants or restrictions being preserved are set forth on the Plat(s) and in the governing documents identified hereinafter as (the "Governing Documents"). Copies of the Governing Documents containing the covenants or restrictions being preserved are recorded in the Public Records of Orange County, Florida, as follow(s):

<u>Document</u>	<u>Official Records</u> <u>Book</u>	<u>Page(s)</u>
Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights	3968	2738-2762
Schedule A to Declaration of Conditions, Covenants, Easements, and Restrictions for Countryside Heights	3968	2763-2765
Articles of Incorporation of Countryside Heights Homeowners' Association, Inc.	Previously unrecorded	
By-Laws of Countryside Heights Homeowners' Association, Inc.	Previously unrecorded	

Any additional amendments or supplements to the above Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights not identified herein, as they all may be amended from time to time, all of the Public Records of Orange County, Florida.

A copy of these Governing Documents is attached hereto as Composite Exhibit "3."

By and through its undersigned authorized representative and pursuant to Chapter 712, Florida Statutes, the Association does hereby preserve and extend for the maximum duration permitted by law the covenants or restrictions imposed on the Land affected by this Notice.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 12 day of DECEMBER, 2017.

Signed, Sealed and Delivered
in the Presence of:

COUNTRYSIDE HEIGHTS HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

Leah Logan
Witness - Sign Name

Leah Logan
Print Name

By: Michael Postusny
(Sign)

Michael Postusny
(Print)

President, Countryside Heights
Homeowners' Association, Inc.

Kenneth Person
Witness - Sign Name

Kenneth Person
Print Name

Attest: Carrie Sandusky
(Sign)
Carrie Sandusky
(Print)

Secretary, Countryside Heights
Homeowners' Association, Inc.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this 12 day of December, 2017, by Deborah LS Beckett as President, and Carrie Sandusky as Secretary, of COUNTRYSIDE HEIGHTS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, [] who is personally known to me or [] who produced _____ as identification.

Michael Postusny

Deborah LS Beckett
NOTARY PUBLIC - STATE OF FLORIDA
Notary Seal
My Commission Expires:

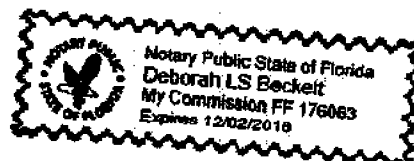


EXHIBIT "1"

AFFIDAVIT OF MAILING OR HAND-DELIVERY
OF STATEMENT OF MARKETABLE TITLE ACTION

STATE OF FLORIDA

COUNTY OF ORANGE

Before me the undersigned authority on this date personally appeared in person, who after being duly sworn, deposes and says:

1. Affiant is the Secretary and a Director of Countryside Heights Homeowners' Association, Inc. (the "Association"), is an appropriate member of the Board of Directors of the Association (the "Board") to execute the Affidavit on behalf of the Association, and has personal knowledge of all matters set forth in this Affidavit.
2. Affiant affirms that notice of the meeting of the Board at which the Board was to decide whether to approve preservation of covenants or restrictions set forth in certain documents was furnished to the members by mail or hand delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board stated the time and place of the meeting and had attached thereto a copy of a document identified as the Statement of Marketable Title Action (the "Statement") which the Board was to consider for approval.
3. Affiant affirms that attached to this Affidavit as Exhibit "A" is a copy of the form of the Statement which was mailed or hand-delivered to Members of the Association as an attachment to the Notice of the meeting of the Board.

Further Affiant Sayeth Not.

Carrie Sandusky
(Sign)
Carrie Sandusky, Secretary
(Print)

The foregoing Affidavit was sworn to and subscribed before me on this 21 day of Nov, 2017 by Carrie Sandusky, acting as Secretary and as a Director of COUNTRYSIDE HEIGHTS HOMEOWNERS' ASSOCIATION, INC., and this person is personally known to me or has produced _____ as identification and who did take an oath.

Notary Seal

Evelyn Crespo-Almond
Signature of Notary Public, State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

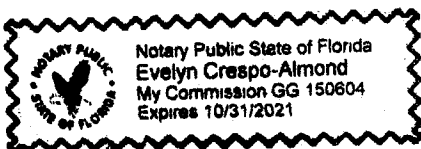


EXHIBIT "A"**STATEMENT OF MARKETABLE TITLE ACTION**

Countryside Heights Homeowners' Association, Inc. (the "Association") has taken action to ensure that the following documents, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence.

<u>Document</u>	<u>Official Records</u> <u>Book</u>	<u>Page(s)</u>
Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights	3968	2738-2762
Schedule A to Declaration of Conditions, Covenants, Easements, and Restrictions for Countryside Heights	3968	2763-2765
Articles of Incorporation of Countryside Heights Homeowners' Association, Inc.	Previously unrecorded	
By-Laws of Countryside Heights Homeowners' Association, Inc.	Previously unrecorded	

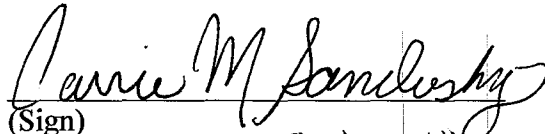
Any additional amendments or supplements to the above Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights not identified herein, as they all may be amended from time to time, all of the Public Records of Orange County, Florida.

To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Orange County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Dated and Mailed this 8th day of January, 2018.

**COUNTRYSIDE HEIGHTS HOMEOWNERS'
ASSOCIATION, INC.**

By:



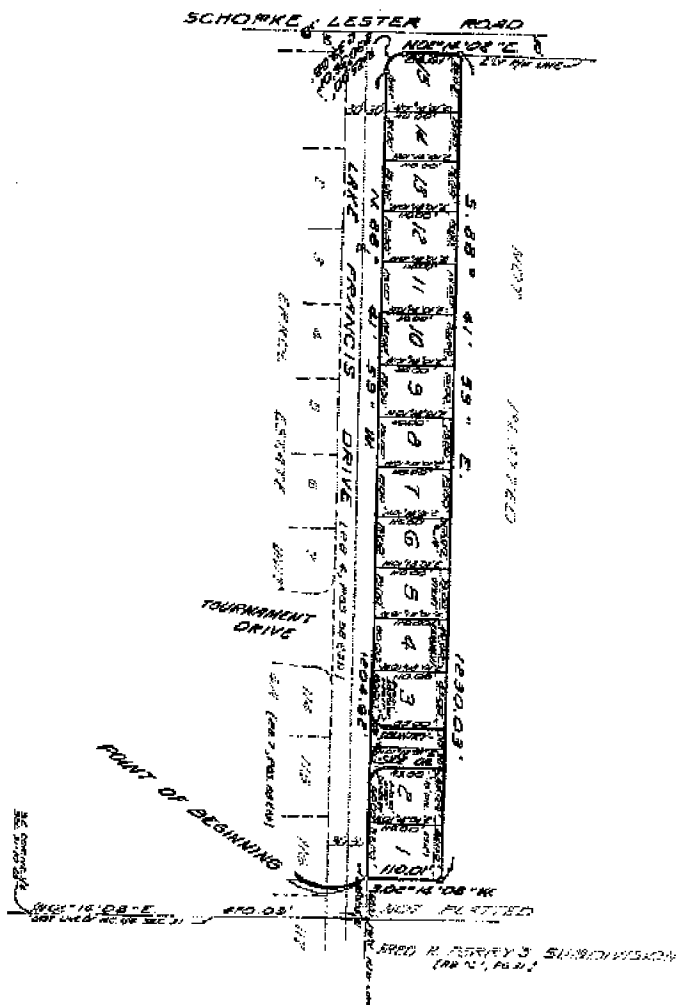
(Sign)

CARRIE M. SANDUSKY, Secretary

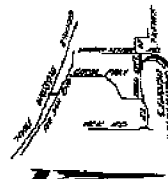
(Print)

0655-8794

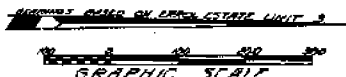
THESE RESULTS ARE IN ACCORDANCE WITH THE HYPOTHESIS OF SETTING IN A SUBSTRATE AND THE EFFECT OF THE SUBSTRATE ON THE RATE OF GROWTH. THE EFFECT OF THE SUBSTRATE ON THE RATE OF GROWTH IS NOT THE SAME FOR ALL THE SPECIES. THE EFFECT OF THE SUBSTRATE ON THE RATE OF GROWTH IS NOT THE SAME FOR ALL THE SPECIES. THE EFFECT OF THE SUBSTRATE ON THE RATE OF GROWTH IS NOT THE SAME FOR ALL THE SPECIES.



LOCATION AND
NO. 7. 35-



SECRET

[illegible]

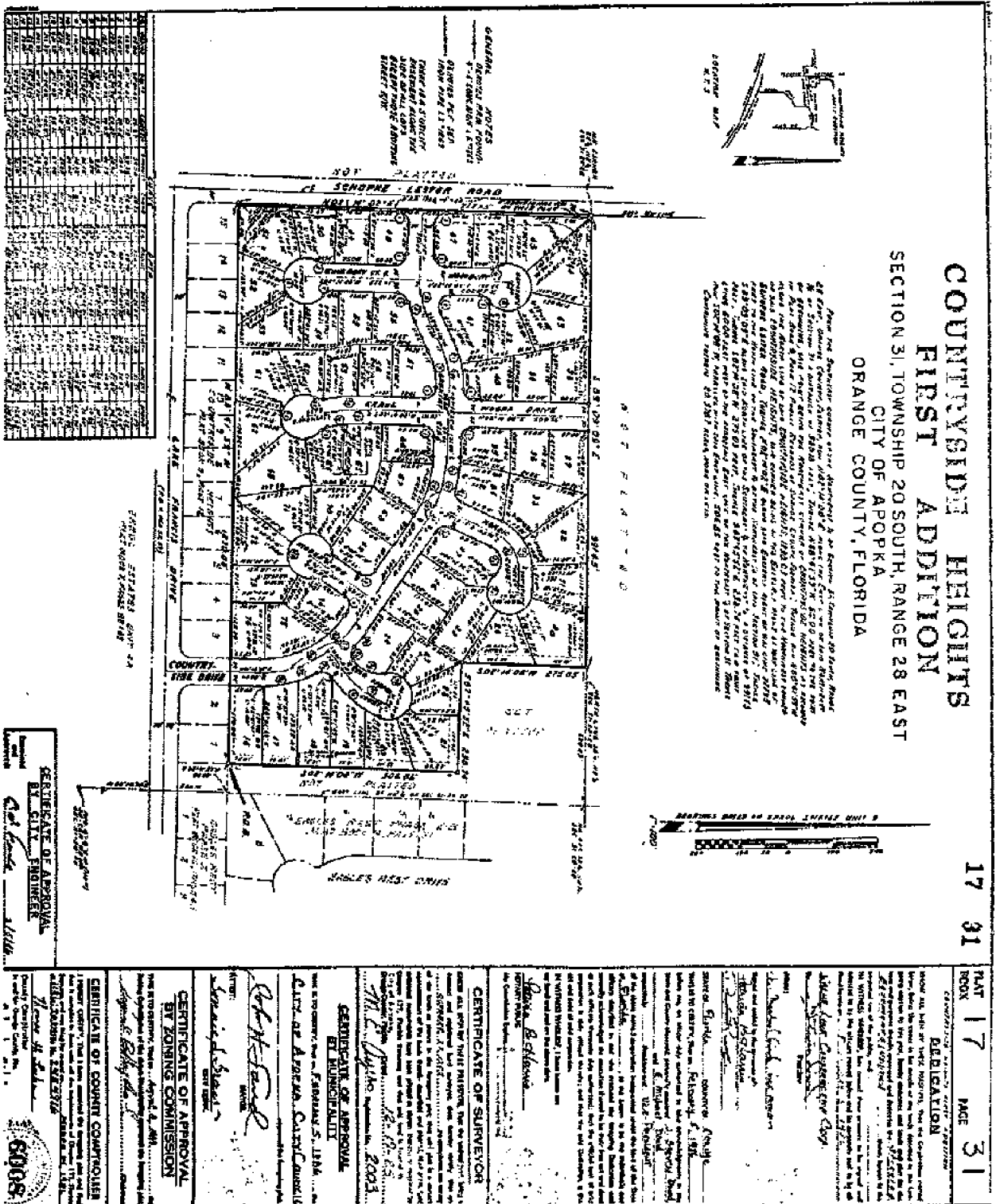
HEINRICH, FROTTER, CARTER, AYERS, INC.

LAND SURVEYORS
536 N. WYOMING ROAD
WINTER PARK, FLORIDA 32789
(305) 647-7346

[illegible][illegible]

EXHIBIT

2



Rec Fee \$ 113.10 THOMAS H. LOCKER,
 Add Rec \$ 19.50 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By [Signature]
 Total \$ 122.50 Deputy Clerk

RST FILE COPY

THIS INSTRUMENT PREPARED BY
 AND RETURN TO:
 C. DAVID BROWN, II, P.A., Esq.
 Broad and Cassel
 Fourth Floor
 1051 Winderley Place
 Maitland, Florida 32751

2972172 ORANGE CO. FL.
 02:35:20PM 03/29/88

33968 PG2738

DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS

FOR

COUNTRYSIDE HEIGHTS

THIS DECLARATION is made this 13th day of March,
 1988, by HOMES AT ERROL DEVELOPMENT, INC., a Florida corporation,
 which declares hereby that "The Properties" described in Article
 II of this Declaration are and shall be held, transferred, sold,
 conveyed and occupied subject to the covenants, restrictions,
 easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Assessment" means and refers to a share of the
 funds required for payment of the expenses of the
 Association, which funds shall be assessed against a Lot
 Owner from time to time.

(b) "Association" means and refers to Countryside
 Heights Homeowners' Association, Inc., a Florida corporation
 not for profit, which is to be incorporated.

(c) "Common Areas" means and refers to the property
 more fully described on Exhibit "A" attached hereto and made
 a part hereof plus all property designated as Common Areas in
 any future recorded supplemental declaration; together with
 the landscaping and any improvements thereon, including,
 without limitation, all structures, recreational facilities,
 open space, masonry walls, wood fences, walkways, entrances
 markers, signs, sprinkler systems and street lights, if any,
 but excluding any public utility installations thereon.

(d) "Declaration" means and refers to this Declaration
 of Conditions, Covenants, Easements, and Restrictions for

CMB:CBG17MS8

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3/17/88

EXHIBIT

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Countryside Heights as recorded in the Public Records of Orange County, Florida, and as the same may be amended from time to time.

(e) "Developer" means and refers to Homes at Errol Development, Inc., and such of its assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Orange County, Florida. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment of its rights, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Provided and except for the initial Developer, an owner of Five (5) or more lots shall be deemed to have had assigned all rights of Developer but no obligations thereof. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Developer by the mere act of purchase or mortgage of a Lot.

(f) "Entitled To Vote" means and refers to that Lot Owner who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot, and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein, all Lot Owners whether Entitled To Vote or not are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association.

(g) "Front Yard" means and refers to a yard extending across the front of a Lot between the side Lot lines and being the minimum horizontal distance between the street right of way and the principal building or any projections thereof other than the projections of uncovered steps or porches. Except as otherwise agreed to by the Developer, on corner Lots, the Front Yard shall be considered as parallel to the street upon which the Lot has its least dimension.

(h) "FHA" means and refers to the Federal Housing Administration, United States Department of Housing and Urban Development.

(i) "Lot" means and refers to any Lot on the Plat of The Properties, which Plat is designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions (and to the extent the Developer is not the Owner thereof, then designated by the Developer joined by the Owner thereof), any Lot shown upon any

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resubdivision of any such Plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration. To the extent the Developer is not the Owner thereof, then such declaration shall be made by the Developer joined by the Owner thereof.

(j) "Member" means and refers to all those Owners who are Members of the Association as provided in Article III hereof.

(k) "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(l) "Plat" means and refers to the plat of Countryside Heights First Addition as recorded in Plat Book 17, Page 31 of the Public Records of Orange County, Florida together with any plat of additional land made subject to this Declaration and to the jurisdiction of the Association.

(m) "The Properties" means and refers to all such existing properties as described in Article II, Section 1 of this Declaration, and additions thereto, as are now or hereafter made subject to this Declaration and to the jurisdiction of the Association, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(n) "Rear Yard" means and refers to a yard extending across the rear of a Lot between the side Lot lines and being the minimum horizontal distance between the rear of the principal building or any projections thereof other than the projections of uncovered steps or porches to the rear Lot line. On all corner Lots, the Rear Yard shall be at the opposite end of the Lot from the Front Yard.

(o) "Side Yard" means and refers to an open unoccupied space on the same Lot with the main building, situated between the side line of the building and the adjacent side line of the Lot and extending from the rear line of the Front Yard to the front line of the Rear Yard.

(p) "VA" means and refers to the Veterans Administration of the government of the United States of America.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows:

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All of Countryside Heights First Addition, according to the plat thereof, as recorded in Plat Book 17, Page 31 of the Public Records of Orange County, Florida.

all of which real property, and all additions thereto, is herein referred to collectively as "The Properties". To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

Section 2. Supplements. Developer may from time to time bring additional land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners or the Association, or any mortgagee, except in the case of property not then owned by the Developer, in which case the Owner thereof shall join in the applicable supplemental declaration) and thereby add to The Properties. No annexation of additional land to The Properties shall be made without the express written consent of the FHA and the VA, and such consent shall be recorded in the Public Records of Orange County, Florida. To the extent that additional real property shall be made a part of The Properties as a common scheme, reference herein to The Properties should be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Except as provided in Article IX, Section 5 hereof, nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop any such future portions under such common scheme, nor to prohibit the Developer from rezoning and changing the development plans with respect to such future portions and/or the Developer from adding additional or other property to The Properties under such common scheme. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by Developer and shall evidence such consent in writing if requested to do so by the Developer at any time.

* ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record title holder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise

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reproduced copy of said Owner's deed to the Association Secretary for placement in the records of the Association. To the extent that said deed shall pass title to a new Lot Owner from an existing Lot Owner, membership in the Association shall be transferred from the existing Lot Owner to the new Lot Owner.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and terminate: 1) at such time as 75% of all Lots to be ultimately subject to Association Membership within The Properties have been sold and conveyed by the Developer; or 2) four (4) years from the date of recordation of this Declaration; or 3) sooner at the election of the Developer, whichever event shall first occur, whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association.

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

Section 1. Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a nonexclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association. If any Lot Owner's sole ingress to or egress from his Lot is through the Common Areas, any transfer or conveyance thereof herein or hereafter made or made on the Plat shall be subject to such Lot

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Owner's ingress and egress rights.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the Plats of portions of The Properties from time to time recorded.

(b) The right of the Association to suspend the Owner's (and his permittees') voting rights for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(d) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair, manage, operate, insure, and shall replace as often as necessary, the Common Areas and the paving, drainage structures, masonry walls, lighting fixtures and appurtenances, landscaping, entrance markers, signs, improvements and other structures (except utilities) situated on the Common Areas, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Utility Easements. Use of the Common Areas for

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utilities, as well as use of the other utility easements as shown on relevant Plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and his designees shall have a perpetual easement over, upon and under the Common Areas for the connection to or installation and maintenance of electric, power, gas, sewer, water, community and/or cable TV, security and other communication lines, and utility lines, pipes, equipment, materials, and cables of all types for service to the Lots and other portions of The Properties.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 6. Ownership. The Common Areas are hereby dedicated free and clear of all liens, non-exclusively to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties and to such Owners' tenants, guests and invitees. The Common Areas (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed to the Association, which shall accept such conveyance. The Association is hereby granted an easement over and across all Lots for access of personnel and equipment to maintain, repair, renovate or construct improvements upon the Common Areas as set forth herein, or to achieve the objectives of this Article IV upon the Common Areas.

Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Common Areas (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner. It is intended that all real estate taxes, if any, assessed against that portion of the Common Areas owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas and other portions of The Properties for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer elects to effect, and to use the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the

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period of construction and sale of any portion of The Properties. Without limiting the generality of the foregoing, the Developer shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and his successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities. The Common Areas cannot be mortgaged.

Section 7. Other Easements. The Owner of each Lot shall have an easement of access, over and upon adjoining Lots and the Common Areas for the purpose of allowing such Owner to: mow his lawn, maintain and keep said Owner's Lot and the improvements thereon in good operating order and maintain and repair air-conditioning compressors, air-conditioning equipment, meters and other equipment serving such Owner's Lot which may be located on such adjoining Lots and/or the Common Areas. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots. There shall be reciprocal appurtenant easements of encroachment and overhang as between each Lot for the unwilling placement, shifting, or settling of the improvements constructed, reconstructed, or altered thereon and the unwilling overhang of troughs, gutters or downspouts (in accordance with the terms of this Declaration), to a distance of not more than ten feet, as measured from any point on the common boundary between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement exist if such encroachment is caused by the willful misconduct on the part of the Owner, or Owner's tenant, of the encroaching Lot.

ARTICLE V
ASSOCIATION-COVENANT
FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Declaration or in any supplemental declaration), for all Lots within The Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual Assessments or charges for the maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein,

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including such reasonable reserves as the Association may deem necessary, capital improvement Assessments, as provided elsewhere herein, Assessments for maintenance as provided in Section 4 hereof and all other charges and Assessments hereinafter referred to, all such Assessments to be fixed, established and collected from time to time as herein provided. In addition, special Assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special Assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all Assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular Assessments levied by the Association shall be used exclusively for maintenance; repair; renovation; and construction upon the Common Areas, for certain Lot maintenance; for capital improvements; reserves (if any); and to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

Section 3. Exterior Maintenance. The Association shall maintain and improve, as the Association may deem appropriate, all landscaping, masonry walls, wood fences, and improvements as initially placed by the Developer on the Common Areas. The Association, through action of the Board of Directors taken by not less than a two thirds (2/3) favorable vote of such Board, may also provide exterior maintenance upon all Lots for all or any of the following: fences, trees, shrubs, grass, walls, and other landscaping. The cost of the exterior maintenance referred to in this Section performed by the Association shall be deemed a special Assessment to be charged against each Lot so maintained. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the Assessment therefor for each year, but the Board shall, thereafter, make such adjustments with the Owners as are necessary to reflect the actual cost of such exterior maintenance. The Owner, except as contemplated specifically herein, shall maintain the structures and grounds not maintained by the Association on each Lot at all times in a neat and

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attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days' written notice sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, trees, shrubs and vegetation which the Owner is to maintain cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot and other areas and replaced, and may have any portion of the Lot and other areas resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and special Assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. If the Association has not elected to provide the exterior maintenance referred to in the second sentence of this Section, then upon the Owner's failure to maintain the exterior of the Lot in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute a special Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

Section 4. Capital Improvements. Funds in excess of \$10,000 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special Assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments, if so determined by the Board of Directors of the Association. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted. The original Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if

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necessary, every six (6) months), but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special Assessment shall be fixed in the Board resolution authorizing such assessment.

The initial Assessment for the first fiscal year of the Association shall be collected at a rate of \$40.00 per Lot per year. For all fiscal years following the initial fiscal year a copy of a proposed annual budget shall be mailed to the Lot Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Lot Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Lot Owners. If a budget is adopted by the Board of Directors which requires Assessment against the Lot in any fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, upon written application of ten percent (10%) of the Lot Owners to the Board of Directors, a special meeting of the Lot Owners shall be held upon not less than ten (10) days written notice to each Lot Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any individual director thereof, at which special meeting Lot Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all Members (one vote per Lot).

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to emergency Assessments. In the event no such notice of a change in the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including

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affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed; provided that only one late charge may be imposed on any one unpaid installment. If such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. However, each other installment thereafter coming due shall be subject to one late charge each as aforesaid. Alternatively, the next 12 months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate. The Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and late charges are unpaid or may foreclose the lien against the Lot on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next 12 months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment; provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special

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Assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder. It shall not be the duty of any mortgagee of any part or all of The Properties to collect Assessments. All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any first mortgage to any institutional lender and which is now or hereafter placed upon any property subject to Assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the Lot and exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

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Section 10. Collection of Assessments. The Association shall collect the Assessments of the Association.

Section 11. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for Assessments against such Lot, provided that Developer funds any deficit in operating expenses (exclusive of reserves and management fees) of the Association. Developer may at any time and from time to time commence paying such Assessments as to Lots that he owns and thereby automatically terminate his obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all Lots within The Properties are sold and conveyed to purchasers, Developer shall not have further liability of any kind to the Association for the payment of Assessments or deficits.

Section 12. Trust Funds. The portion of all regular Assessments collected by the Association for reserves for future expenses, and the entire amount of all special Assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

ARTICLE VI CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all of The Properties but shall not be applicable to the Developer or property owned by the Developer.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family home. Temporary uses by Developer for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. Each single-family home shall have a garage suitable for the parking of at least one (1) automobile therein. No carports or utility sheds shall be permitted on any Lot.

Section 3. Opening Blank Walls; Removing Fences. No Owner shall make or permit any opening to be made in any Developer or Association erected blank wall, masonry wall, or fence, except as such opening is installed by Developer or the Association. No such building wall or masonry wall or fence shall be demolished

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or removed without the prior written consent of the Owner of the adjoining Lot and the Developer. Developer shall have the right but not be obligated to assign all or any portion of his rights and privileges under this Section to the Association.

Section 4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded Plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting or other material has been so placed by the Developer or has been so placed by the Association. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Developer and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the Plats. Developer and his designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television and security lines within Platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 6. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any single-family dwelling on any Lot or on or about any ancillary building.

Section 7. Signs. No sign of any kind shall be displayed to the public view on The Properties, except any sign used by the Developer to advertise the company during the construction and sales period. On any Lot no sign larger than a 2'x 2' sign shall be permitted that is located outside of a single-family dwelling or visible from the outside of any single-family dwelling on any Lot.

Section 8. Oil and Mining Operation. No oil drilling, oil

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development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 10. Reserved.

Section 11. Reserved.

Section 12. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers for the storage of garbage, trash, yard clippings, and tree limbs may not be placed in the Front Yard or Side Yard of a Lot at anytime except for collection sooner than 5 P.M. the day prior to scheduled collection and must be removed by the end of the day of collection.

Section 13. Fences. No fence, wall or other structure shall be erected in the Front Yard setback area, except as originally installed by Developer.

Section 14. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of The Properties.

Section 15. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Association for energy conservation purposes.

Section 16. Exterior Antennas. No exterior antennas shall be permitted on any Lot or improvement thereon, except that Developer shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 17. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer during construction periods.

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Section 18. Additional Rules and Regulations. Attached hereto as Schedule A are certain additional rules and regulations of the Association which are incorporated herein by this reference and which, as may the foregoing, may be modified, in whole or in part, at any time by the Board without the necessity of recording an amendment hereto or thereto in the public records.

ARTICLE VII
RESALE RESTRICTIONS

No Owner may sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

ARTICLE VIII
ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be

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presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Members to a special-hearing panel.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs,

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successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for up to four (4) successive periods of ten (10) years each, unless an instrument signed by the then Owners of 75% of all the Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded six (6) months in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions may be by any Lot Owner, the Association, or the Association Board of Directors and may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as he holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects his interest. Within one (1) year after the date of recordation of this Declaration, the Developer may amend this Declaration to require all Owners to be members of the Errol Estate Property Owners' Association, Inc., thereby obligating the Owners to comply with the constituent documents of the Errol Estate Property Owners'

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Association, Inc. and to pay annual dues of the Errol Estate Property Owners' Association, Inc. as set forth in the constituent documents of said association. Such amendment regarding membership in the Errol Estate Property Owners' Association, Inc. shall be effective upon the execution and recordation of such amendment executed by the Developer alone. No annexation of additional land to The Properties, dedication of the Common Areas, or amendment of this Declaration may occur without FHA/VA approval for so long as there is any Class B membership in the Association. Annexation of additional land to The Properties, dedication of the Common Areas, or amendment of this Declaration may occur without FHA/VA approval, if only Class A Association membership exists. The foregoing may not be amended.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Orange County Public Records.

Section 7. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties then owned by the Developer or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for The Properties desired to be effected by the Developer.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 9. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, or the Association, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 10. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then

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any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Lot Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 11. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 12. Dissolution of Association. In the event of a permanent dissolution of the Association, all assets of the Association shall be conveyed to a non-profit organization with similar purposes. Failing the ability to obtain consent from a non-profit organization to succeed to the Association within 90 days of dissolution of the Association, all Association assets may, upon approval of and at the sole and absolute discretion of the City of Apopka, Florida, be dedicated to the city government of Apopka, Florida. Said successor non-profit organization or governmental entity, shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Areas. Anything to the contrary herein notwithstanding, this Section may not be amended without the written consent of the City of Apopka, Florida.

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EXECUTED as of the date first above written.

Signed, Sealed and Delivered

HOMES AT ERROL DEVELOPMENT,
INC., a Florida corporationW. H. BorstLena C. Dean[Signature]
its [Signature] VP.

STATE OF FLORIDA)

) SS:

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me,
this 13th day of March, 1987, by Robert C. Redden
as Vice President of Homes at Errol Development, Inc., 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 February 11, 1992
Bonded thru Hubert, Berry & Associates

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JOINDER AND CONSENT

Value Line Construction Corporation, a Florida corporation ("Value Line"), having sold the real property subject to the foregoing Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights pursuant to the Contract for Sale and Purchase between Value Line and Homes at Errol Development, Inc., which contract was assigned by Homes at Errol Development, Inc. to Coastal Equity & Development Corporation pursuant to that certain Assignment of Contract dated August 7, 1987, which contract was reassigned by Coastal Equity & Development Corporation to Homes at Errol Development, Inc. pursuant to that certain Assignment of Contract dated March 17, 1988, does hereby join in the foregoing Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights and consents to the recording of said document in the Public records of Orange County, Florida.

Signed, sealed and Delivered
in the Presence of:

Value Line Construction
Corporation, a Florida
corporation

Carol M. Best

Rosa C. Dean

By: E. Michael Dowd

E. Michael Dowd, its President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

I hereby certify that E. Michael Dowd, to be well known to be the President of Value Line Construction Corporation, a Florida corporation, personally appeared before me and acknowledged that he executed this Joinder and Consent to the Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights and affixed the corporate seal, and that the execution and sealing of this instrument was done pursuant to regular and due corporate authority. Said acts were there free act and deed of said corporation.

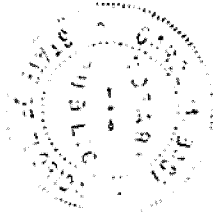
Witness my hand this 29th day of March, 1988.

Carol M. Best

Notary Public, State of Florida
at large

My Commission Expires:

Notary Public, State of Florida
My commission expires Oct. 23, 1991



CMB:CBG17MS8

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3/17/88

JOINDER AND CONSENT

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Pulte Home Corporation, a Michigan corporation having purchased a portion of the real property comprising Countryside Heights First Addition, according to the plat thereof, as recorded in Plat Book 17, Page 31 of the Public Records of Orange County, Florida and which is subject to the foregoing Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights does hereby join in the foregoing Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights and consents to the recording of said document in the Public Records of Orange County, Florida.

Signed, sealed and Delivered
in the Presence of:

Pulte Home Corporation,
a Michigan corporation

Kimberly E. Burch
Law Clerk

By: Robert E. Ottosen, its
Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Orange

I hereby certify that Robert E. Ottosen, to be well known to be the Vice President of Pulte Home Corporation, a Michigan corporation, personally appeared before me and acknowledged that he executed this Joinder and Consent to the Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights and affixed the corporate seal, and that the execution and sealing of this instrument was done pursuant to regular and due corporate authority. Said acts were there free act and deed of said corporation.

Witness my hand this 24th day of March, 1988.

Vicki S. Burch
Notary Public, State of Florida
at large
My Commission Expires: 6-26-89

Notary Public, State of Florida
My Commission Expires June 26, 1989

EXHIBIT A

33968 PG2762

Retention Area "A", Retention Area "B", and all drainage and buffer easements shown on the plat of Countryside Heights First Addition as recorded in Plat Book 17, Page 31, Public Records of Orange County, Florida.

CMB:CBG17MS8

25

3/17/88

SCHEDULE A TO
DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AND
RESTRICTIONS FOR COUNTRYSIDE HEIGHTS

13968 PG2763

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be placed therein.

2. The personal property of Owners and Lot occupants must be stored in their respective homes indoors, except as otherwise provided herein.

3. No garbage cans, supplies, milk bottles or other articles shall be placed in the exterior Front Yard or Side Yard portions of any Lot, except that garbage cans and other articles intended for garbage disposal may be placed curbside after 5:00 P.M. the evening prior to and the day of garbage collection. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from any home or any of the windows, doors, fences, patios or other portions of the Lot, except as provided in the Declaration with respect to refuse containers. Laundry may be hung from clotheslines provided said laundry and clotheslines are not visible from any adjoining Lot or public right-of-way.

4. No Owner shall permit anything to fall, nor sweep or throw, any dirt, debris, or other substance onto the Lot of another Lot Owner or the Common Areas.

5. No motor vehicle which cannot operate on its own power, boats, recreational vehicles or trailers shall remain on The Properties for more than twenty-four (24) hours, unless said vehicle is at all times kept in the dwelling unit's garage. No portion of the Common Areas may be used for parking purposes.

6. No Owner shall make or permit any disturbing noises on his Lot or in his home by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Lot Owners, their lessees, invitees, or guests. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment on his Lot in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. No electronic equipment may be permitted on any Lot which interferes with the television or radio reception of another Lot.

13968 PG2764

8. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of any home or on the Lot, except as approved by the Association.

9. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Association.

10. No vegetable gardens shall be permitted except in fully enclosed patio areas or backyards.

11. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on any Lot or on the Common Areas, except as may be in a motor vehicle gas tank or lawn mower gas tank.

13. Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance with the Declaration and with the following:

(a) Under no circumstances shall more than two (2) household pets each be permitted for each Lot. A pet for the purposes of this rule is a dog, a cat, or domestic birds. No pet shall be permitted outside of the boundaries of its Owner's Lot, unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon public roadways or those portions of the Common Areas designated by the Association from time to time for such purposes, or on other Lots with the express consent of the Owner of said Lot. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

(b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days' notice.

14. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the

Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

15. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor to institutional first mortgagees, nor property while owned by either the Developer or its affiliates or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

APPROVED & RECORDED

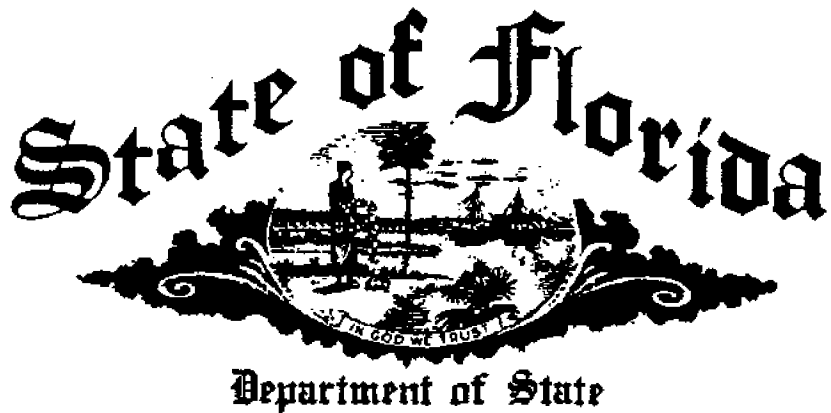
Elmer H. Linder
County Commissioner, Orange Co., FL

13968 PG2765

CMB:CBG17MS7

3

(3/17/88)



I certify from the records of this office that COUNTRYSIDE HEIGHTS HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 19, 1987.

The document number of this corporation is N23091.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1997, that its most recent annual report was filed on April 29, 1997, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
First day of May, 1997



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
COUNTRYSIDE HEIGHTS HOMEOWNERS' ASSOCIATION, INC.

FILED
1987 OCT 19 PM 4:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be the COUNTRYSIDE HEIGHTS HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II
PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Conditions, Covenants, Easements and Restrictions for Countryside Heights recorded (or to be recorded) in the Public Records of Orange County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the value and amenities in The Properties and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the maintenance of the Common Areas and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

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

Definitions set forth in the Covenants, as the same may be amended from time to time, are incorporated herein by this reference.

ARTICLE III
MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Every person who is a record owner of any Lot is entitled to be an Association Member. Membership is appurtenant to and inseparable from ownership of the Lot.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time. The Class B membership shall cease and terminate: 1) at such time as 75% of all Lots to be ultimately subject to Association membership and jurisdiction within The Properties have been sold and conveyed by Developer (or its affiliates); 2) four (4) years from the date of recordation of the Covenants or 3) at any time prior thereto at the election of the Developer, whichever event shall first occur, whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented at the meeting.'

Section 4. General Matters, When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a

majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV
CORPORATE EXISTENCE

The Association shall have perpetual existence. Pursuant to Section 617.011, Florida Statutes, this Association shall be a nonstock corporation.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but no more than nine (9) directors. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Robert C. Rohdie	P. O. Box 8258 Maitland, Florida 32751
Earl H. Thiele	P. O. Box 8258 Maitland, Florida 32751
Wayne Ford	P. O. Box 8258 Maitland, Florida 32751

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be Members of the Association residing in The Properties or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

ARTICLE VI OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
<u>President:</u>	
Robert C. Rohdie	P. O. Box 8258 Maitland, Florida 32751
<u>Vice-President:</u>	
Earl H. Thiele	P. O. Box 8258 Maitland, Florida 32751
<u>Secretary-Treasurer:</u>	
Wayne Ford	P. O. Box 8258 Maitland, Florida 32751

ARTICLE VII
BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII
AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed by the Board of Directors and, after notice to Members within the time and in the manner provided for in Chapter 617 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting of the membership of the Association for adoption or rejection by an affirmative vote of at least a two-thirds (2/3) majority of the Members Entitled To Vote.

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

Section 3. Annexation of additional land to The Properties, mergers and consolidation involving this Association, mortgaging of the Common Areas, dissolution of the Association, or amendment of these Articles shall not be accomplished without written approval from the FHA/VA, for so long as any Class B Association membership shall exist. Approval of FHA/VA shall not be required for consummation of any of the foregoing acts set forth in this Section 3 if only Class A Association membership exists.

Section 4. If the Association is dissolved for any reason, all Association assets shall be assigned to a nonprofit organization whose purposes shall be similar to the purposes of the Association. In the event that no nonprofit organization will accept the Association assets and operation thereof within ninety (90) days of dissolution of the Association, all Association assets may, upon approval of and at the sole and absolute discretion of the City of Apopka, Florida, be dedicated to the city government of Apopka, Florida.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is: Coastal Equity & Development Corporation, P. O. Box 8258, Maitland, Florida 32751.

ARTICLE X INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X shall not be amended.

ARTICLE XI
REGISTERED AGENT

Until changed by the Board of Directors, Robert C. Rohdie shall be the registered agent of the Association, and the registered office shall be at 1053 Maitland Center Commons, Maitland, Florida 32751.

IN WITNESS WHEREOF, the said incorporator has caused a duly authorized officer to hereunto set his hand and the corporate seal on behalf of the Corporation this 5 day of OCTOBER, 1987.

Witnessed in the presence of:

Kimberly M. Lawton
Secretary

COASTAL EQUITY & DEVELOPMENT
CORPORATION
a Florida corporation

By: Robert C. Rohdie
ROBERT ROHDIE its VICE-PRESIDENT
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 5th day of OCTOBER, 1987, by Robert C. Rohdie as VICE-PRESIDENT of COASTAL EQUITY & DEVELOPMENT CORPORATION, a Florida corporation not for profit.


Kimberly M. Lawton
NOTARY PUBLIC
State of Florida at Large
My commission expires:~

Notary Public, State of Florida at Large
(My Commission Expires on April 15, 1988)
SIGNED AND SEALED IN MY OFFICE

FILED
1987 OCT 19 PM 4:16
STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT

ACCEPTANCE OF REGISTERED AGENT

I, Robert C. Rohdie, hereby accept the position of registered agent for Countryside Heights Homeowners' Association, Inc., a Florida not-for-profit corporation, pursuant to Section 48.091, Florida Statutes.



Robert C. Rohdie

FILED
1987 OCT 19 PM 4:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS
OF
COUNTRYSIDE HEIGHTS HOMEOWNERS' ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. All definitions set forth in the Declaration of Conditions, Covenants, Easements, and Restrictions for Countryside Heights, recorded, or to be recorded in the Public Records of Orange County, Florida, as the same may be amended from time to time (the "Covenants"), are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 1053 Maitland Center Commons, Maitland, Florida 32751.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon, that portion of The Properties against which such assessments are made as provided in the Covenants.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Orange County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Orange County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 8. Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of March in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast $33 \frac{1}{3}\%$ of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot. No person other than a designee of the Developer is permitted to cast more than five (5) votes by proxy.

Section 6. Meetings shall be governed by Roberts Rules of Order (latest edition).

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of $66\frac{2}{3}\%$ of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Developer or its affiliates owns any Lot governed by the Association without the consent of the Members or the Board.

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

Section 3.. For so long as there are any Class B Members, FHA/VA shall have the right to veto any change in these By-Laws within sixty (60) days after a copy of the change is forwarded to the agent of FHA/VA; and provided further that FHA/VA has notified the Association in writing of the name and address of said agent by no later than five (5) days after adoption by the Association of the By-Law that is subject to the FHA/VA power of veto.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the ____ day of _____, 198

Robert C. Rohdie, President



RICK SINGH, CFA - ORANGE COUNTY PROPERTY APPRAISER

[Searches](#)
[Sales Search](#)
[Results](#)
[My Favorites](#)
[Sign up for e-Notify...](#)


Page 1 of 1 (14 total records) | Showing 25 per page

Owner(s)	Property Address	Homestead	Parcel ID	
CROSBY MARY LOU TR CROSBY JOHN MICHAEL TR	2015 LAKE FRANCIS DR	No	31-20-28-1810-00-010	<input type="checkbox"/>
BURNHAM DAVID H BURNHAM ELSY E	2101 LAKE FRANCIS DR	No	31-20-28-1810-00-030	<input type="checkbox"/>
JOHNSON ADAM L JOHNSON LAURA T	2109 LAKE FRANCIS DR	Yes	31-20-28-1810-00-040	<input type="checkbox"/>
COLES RONALD J COLES NORMA LYNN	2117 LAKE FRANCIS DR	Yes	31-20-28-1810-00-050	<input type="checkbox"/>
DELACRUZ RIO VAUGHN	2125 LAKE FRANCIS DR	No	31-20-28-1810-00-060	<input type="checkbox"/>
BRAY JENNIFER A	2139 LAKE FRANCIS DR	Yes	31-20-28-1810-00-070	<input type="checkbox"/>
BISHMAN DONALD W	2155 LAKE FRANCIS DR	Yes	31-20-28-1810-00-080	<input type="checkbox"/>
YOUNG PATRICIA H YOUNG JAYE A	2171 LAKE FRANCIS DR	No	31-20-28-1810-00-090	<input type="checkbox"/>
VADELL RAMOS EDUARDO	2225 LAKE FRANCIS DR	No	31-20-28-1810-00-100	<input type="checkbox"/>
AMERICAN HOMES 4 RENT	2241 LAKE FRANCIS DR	No	31-20-28-1810-00-110	<input type="checkbox"/>
MILLS CHRISTOPHER R	2257 LAKE FRANCIS DR	Yes	31-20-28-1810-00-120	<input type="checkbox"/>
LYNCH NANCY ESTATE	2273 LAKE FRANCIS DR	No	31-20-28-1810-00-130	<input type="checkbox"/>
NOLAN HEATHER L	2285 LAKE FRANCIS DR	No	31-20-28-1810-00-140	<input type="checkbox"/>
DAVID ANDREW GAY AND PHYLLIS JOYCE GAY TRUST	2297 LAKE FRANCIS DR	No	31-20-28-1810-00-150	<input type="checkbox"/>


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Owner(s)	Property Address	Homestead	Parcel ID	
KREZO JOSEPH L KREZO KATY E	2103 COUNTRY SIDE DR	Yes	31-20-28-1802-00-160	<input type="checkbox"/>
MARIQUIT ERNESTO GONZALES FAITH	2107 COUNTRY SIDE DR	Yes	31-20-28-1802-00-170	<input type="checkbox"/>
GARDNER JAY CARL GARDNER LAURI	2113 COUNTRY SIDE DR	Yes	31-20-28-1802-00-180	<input type="checkbox"/>
BARRETT EDWIN C BARRETT CHARLENE M	1741 COLD SPRING CT	Yes	31-20-28-1802-00-190	<input type="checkbox"/>
BONEBREAK RODNEY L BONEBREAK MARY W	1751 COLD SPRING CT	Yes	31-20-28-1802-00-200	<input type="checkbox"/>
SALLEE DAVID ARTHUR SALLEE KARREN ANN	1761 COLD SPRING CT	Yes	31-20-28-1802-00-210	<input type="checkbox"/>
FERGUSON FRANCIS	1762 COLD SPRING CT	Yes	31-20-28-1802-00-220	<input type="checkbox"/>
ANSELL CHARLES W ANSELL LAURA L	1752 COLD SPRING CT	Yes	31-20-28-1802-00-230	<input type="checkbox"/>
PATRICK KYLE ADAM PATRICK KRISTINA ASHLEIGH	1742 COLD SPRING CT	Yes	31-20-28-1802-00-240	<input type="checkbox"/>
DOMINY SIOBHAN G DOMINY MARK D	2127 COUNTRY SIDE DR	Yes	31-20-28-1802-00-250	<input type="checkbox"/>
FISHER RALPHINE	2131 COUNTRY SIDE DR	Yes	31-20-28-1802-00-260	<input type="checkbox"/>
SMITH ROBERT SMITH CHRISTINA	1765 NORDIC CT	Yes	31-20-28-1802-00-270	<input type="checkbox"/>
MORROW J BRIAN	1775 NORDIC CT	No	31-20-28-1802-00-280	<input type="checkbox"/>
LAURENDEAU LINDA A	1785 NORDIC CT	Yes	31-20-28-1802-00-290	<input type="checkbox"/>
OLIN ROBERT C	1784 NORDIC CT	Yes	31-20-28-1802-00-300	<input type="checkbox"/>
FAVATA ANTHONY L FAVATA MONICA N	1774 NORDIC CT	Yes	31-20-28-1802-00-310	<input type="checkbox"/>
GUNN PARRIS GUNN RONOLIA K	1770 NORDIC CT	Yes	31-20-28-1802-00-320	<input type="checkbox"/>
COBURN JOHN H JR COBURN ANNE MARIE	1764 NORDIC CT	Yes	31-20-28-1802-00-330	<input type="checkbox"/>
LUTZ JEANETTE ANN LUTZ MONIQUE MARIE	2143 COUNTRY SIDE DR	Yes	31-20-28-1802-00-340	<input type="checkbox"/>
SIMCOX ROBERT JEROME SIMCOX EILEEN A	1765 ERROL WOODS DR	Yes	31-20-28-1802-00-350	<input type="checkbox"/>
PROGRESS RESIDENTIAL BORROWER 1 LLC	1779 ERROL WOODS DR	No	31-20-28-1802-00-360	<input type="checkbox"/>
LUKASIK JAROSLAW Z LUKASIK MARTA A	1789 ERROL WOODS DR	Yes	31-20-28-1802-00-370	<input type="checkbox"/>
IANNUZZI GWEN L	1788 ERROL WOODS DR	Yes	31-20-28-1802-00-380	<input type="checkbox"/>
KULSCAR CASEY KULSCAR NANCY	1778 ERROL WOODS DR	Yes	31-20-28-1802-00-390	<input type="checkbox"/>
FORAN HENRY F JR FORAN KATHLEEN N	1768 ERROL WOODS DR	Yes	31-20-28-1802-00-400	<input type="checkbox"/>
STULTZ JACK C JR STULTZ LAURALYN B	1757 WOODBURY CT	No	31-20-28-1802-00-410	<input type="checkbox"/>
KEIFFER BRET D KEIFFER PEGGY L	1777 WOODBURY CT	Yes	31-20-28-1802-00-420	<input type="checkbox"/>
CARPENTER ALLAN W CARPENTER KATHY M	1787 WOODBURY CT	Yes	31-20-28-1802-00-430	<input type="checkbox"/>
MCNALLY BRIAN L	1786 WOODBURY CT	Yes	31-20-28-1802-00-440	<input type="checkbox"/>
COOPER WALTER A COOPER NANCY	1776 WOODBURY CT	Yes	31-20-28-1802-00-450	<input type="checkbox"/>
MOORE DAVID	1766 WOODBURY CT	Yes	31-20-28-1802-00-460	<input type="checkbox"/>
BAKER MICHAEL J BAKER AMY J	2175 COUNTRY SIDE DR	Yes	31-20-28-1802-00-470	<input type="checkbox"/>

MCDONNELL KERRY T	1746 WOODBURY CT	Yes	31-20-28-1802-00-480	<input type="checkbox"/>
IH6 PROPERTY FLORIDA LP	1736 WOODBURY CT	No	31-20-28-1802-00-490	<input type="checkbox"/>
SCHEEL WILLI	1726 WOODBURY CT	No	31-20-28-1802-00-500	<input type="checkbox"/>
SCHEEL MARCIA				
LEIBMAN JERRY J LIFE ESTATE	1716 WOODBURY CT	Yes	31-20-28-1802-00-510	<input type="checkbox"/>
LEIBMAN DORIS LIFE ESTATE				
REM: LEIBMAN FAMILY TRUST				
NASH WILLIAM C	1707 WOODBURY CT	Yes	31-20-28-1802-00-520	<input type="checkbox"/>
NASH MEGHAN M				
BUSENLEHNER CHARLES E	1717 WOODBURY CT	Yes	31-20-28-1802-00-530	<input type="checkbox"/>
BUSENLEHNER ESTHER L				
RIENDEAU MICHELLE MARIE	1737 WOODBURY CT	Yes	31-20-28-1802-00-550	<input type="checkbox"/>
OCHMAN JOSEPH W	1747 WOODBURY CT	Yes	31-20-28-1802-00-560	<input type="checkbox"/>
OCHMAN JOANN				
GUILARTE GUSTAVO	1748 ERROL WOODS DR	No	31-20-28-1802-00-570	<input type="checkbox"/>
GUILARTE GLADYS D				
MIELKE ERIC G	1738 ERROL WOODS DR	Yes	31-20-28-1802-00-580	<input type="checkbox"/>
MIELKE COLLEEN A				
STEWART KEVIN G	1728 ERROL WOODS DR	Yes	31-20-28-1802-00-590	<input type="checkbox"/>
SANDUSKY CARRIE M	1718 ERROL WOODS DR	Yes	31-20-28-1802-00-600	<input type="checkbox"/>
THORNTON KYLE	1708 ERROL WOODS DR	Yes	31-20-28-1802-00-610	<input type="checkbox"/>
THORNTON ANN				
SCHMALTZ KEVIN H	1709 ERROL WOODS DR	Yes	31-20-28-1802-00-620	<input type="checkbox"/>
WISNER STEVEN H	1719 ERROL WOODS DR	Yes	31-20-28-1802-00-630	<input type="checkbox"/>
WISNER LINDSEY R				
NGUYEN NGOC VAN	1729 ERROL WOODS DR	No	31-20-28-1802-00-640	<input type="checkbox"/>
VARELA ESAU	1739 ERROL WOODS DR	Yes	31-20-28-1802-00-650	<input type="checkbox"/>
VARELA TANYA				
SPIEGEL WILLIAM M JR	2150 COUNTRY SIDE DR	Yes	31-20-28-1802-00-660	<input type="checkbox"/>
SPIEGEL LISA A				
GISMONDI STEPHEN D	2142 COUNTRY SIDE DR	Yes	31-20-28-1802-00-670	<input type="checkbox"/>
GISMONDI MAUREEN M				
MICHAEL E POSLUSZNY AND DORIS RIVERA POSLUSZNY REVOCABLE TRUST	2134 COUNTRY SIDE DR	Yes	31-20-28-1802-00-680	<input type="checkbox"/>
BETTERLY MARGARET R	2126 COUNTRY SIDE DR	Yes	31-20-28-1802-00-690	<input type="checkbox"/>
BETTERLY YANCY L				
KRUMPER MARK A	1722 HIDDENWOOD CT	Yes	31-20-28-1802-00-700	<input type="checkbox"/>
THOMBLESON RICHARD K	1712 HIDDENWOOD CT	Yes	31-20-28-1802-00-710	<input type="checkbox"/>
THOMBLESON LAUREN E				
SUTTER JON M	1711 HIDDENWOOD CT	No	31-20-28-1802-00-720	<input type="checkbox"/>
KINLER JAMES E	1721 HIDDENWOOD CT	Yes	31-20-28-1802-00-730	<input type="checkbox"/>
KINLER DEBRA A				
NEAL STASIA	2118 COUNTRY SIDE DR	Yes	31-20-28-1802-00-740	<input type="checkbox"/>
JORDAN ZACK W	2110 COUNTRY SIDE DR	Yes	31-20-28-1802-00-750	<input type="checkbox"/>
JORDAN LAURIE P				
VAN KOUWEN FRANK B	2102 COUNTRY SIDE DR	Yes	31-20-28-1802-00-760	<input type="checkbox"/>