

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COUNTRYSIDE ESTATES FIRST ADDITION

THIS Declaration, made this 2nd day of October 1990 by COUNTRYSIDE PARTNERS, INC., hereinafter referred to as "DECLARANT",

WITNESSETH:

WHEREAS, DECLARANT is the owner of COUNTRYSIDE ESTATES FIRST ADDITION, a subdivision as evidenced by plat thereof recorded in Plat Book 1, page 176, public records of Marion County, Florida; and

WHEREAS, DECLARANT desires to subject the real property to the provisions of this Declaration;

NOW, THEREFORE, DECLARANT hereby declares that all of the following-described property:

All of COUNTRYSIDE ESTATES FIRST ADDITION, as per plat thereof recorded in Plat Book 1, page 176, public records of Marion County, Florida.

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

ARTICLE ONE

Definitions

1. "Association" shall mean and refer to the COUNTRYSIDE ESTATES FIRST ADDITION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

2. "Common Area" shall mean the real and personal property owned by the Association for the common use and enjoyment of the owners.. The Common Area to be owned by the Association at the time of and upon the recording of this Declaration is described as follows:

All of tracts C, D and E of COUNTRYSIDE ESTATES FIRST ADDITION, as per plat thereof recorded in Plat Book 1, page 176, of the public records of Marion County, Florida.

Additional real and personal property or interest therein may be conveyed by DECLARANT to the Association as Common Area, from time to time, by deed from DECLARANT to the Association or by amendment to this Declaration pursuant to Article Seven hereof, and upon such amendment or deed being recorded such property shall become Common Area subject to all of the conditions, limitations and provisions hereof.

3. "DECLARANT" shall mean and refer to COUNTRYSIDE PARTNERS, INC. and any successor or assign to whom DECLARANT shall specifically transfer or assign its rights under this Declaration. The conveyance of lots or tracts in COUNTRYSIDE ESTATES FIRST ADDITION by DECLARANT, absent specific transfer or assignment of DECLARANT's rights under this Declaration, shall not be deemed to convey, transfer or assign such rights.

4. "Lot" shall mean and refer to lots as shown on the recorded plat of COUNTRYSIDE ESTATES FIRST ADDITION.

5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract vendors, but excluding those having such interests merely as security for the performance of an obligation, and, as respects the restrictions, limitations and obligations of Article Five, shall also mean and refer to any tenant, business invitee or guest of any Owner or occupant of an Owner's property.

## ARTICLE TWO

### Owners' Rights in Common Areas

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

A. The right of the Association to promulgate reasonable rules and regulations respecting use and enjoyment of the Common Area or any portions thereof in accordance with the provisions of the Association's By-Laws.

B. The right of the Association to charge reasonable fees for the use of any recreational facility now or hereafter situated or constructed upon the Common Areas.

C. The right of the Association to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against that Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.

D. The right of the Association to grant easements upon, across, over and under the Common Area for ingress, egress, installation, replacement, repair and maintenance of master television antenna systems, security and similar systems and all utilities, including, but not limited to, electric, water, sewer, gas and telephone utilities.

E. The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such condition as may be agreed to by the Association, but provided that no such dedication or transfer shall be effective unless made in accordance with the provisions of the Association's By-Laws respecting the same. The right of the Association to dedicate or transfer all or portions of the Common Area granted in this paragraph E shall be in addition to and shall not constitute a limitation upon the right to grant easements on, over, under or across the Common Area provided in Paragraph C, above.

F. The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of DECLARANT or any Owner or the holder of any mortgage, irrespective of when executed, given by DECLARANT or Owner encumbering any Lot.

2. Delegation of Use. Any Owner may delegate his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, social invitees and contract purchasers in possession, subject to such conditions, limitations and restrictions respecting the manner and extent of delegation of an Owner's right of enjoyment to the Common Area as may be contained in the Association's published Rules and Regulations respecting the same.

#### ARTICLE THREE

##### Association Membership and Voting Rights

1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the fee simple ownership of a Lot in COUNTRYSIDE ESTATES FIRST ADDITION.

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

Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members but the vote for such Lot shall be exercised by one of their number designated in the manner provided in the Association's By-Laws, and in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the DECLARANT, who shall be entitled to four votes for each Lot owned until such time as the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership. The Class B membership shall cease and be converted to Class A membership (1) at such time as the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, or (2) upon the voluntary or involuntary dissolution of the Association (and prior to the distribution of the assets thereof), whichever first occurs.

#### ARTICLE FOUR

##### Covenant for Common Area Improvement and Maintenance and for Assessments

1. Creation of the Obligation for Assessments. The DECLARANT for each lot owned in COUNTRYSIDE ESTATES FIRST ADDITION hereby covenants, and each Owner of any lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) the Annual Assessments and any Special Assessments levied in accordance with the provisions of the Association's By-Laws, and (b) specific assessments against any particular lot which are established pursuant to the terms of Article Six of this Declaration. All such assessments, together with interest, costs and reasonable attorney's fees, will be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a lot and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

2. Purpose of Assessments. The annual and any special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, security and welfare of the residents of COUNTRYSIDE ESTATES FIRST ADDITION for the acquisition, improvement, maintenance and operation of the Common Area, including the cost of ad valorem taxes and insurance for the Common Area, management and professional services.

J. Computation of Assessments and Determination of Date for Payment Thereof. The amount of the annual assessments and of any special assessments levied upon each lot and the dates at which the same are to be paid shall be determined as provided in the Association's By-Laws.

4. Lien for Assessments; Attachment and Priority. All sums assessed against a lot pursuant to this Article, together with interest, costs and reasonable attorney's fees as provided herein, shall be secured by a lien on such lot in favor of the Association. The lien for Annual Assessments shall attach as of 12:01 a.m. on January 1st of the year for which each such assessment is made. The lien for Special Assessments and Specific Assessments shall attach upon the recording of a Notice of Assessment thereof in the public records of Marion County, Florida, setting forth the amount of the lien and a description of the lots encumbered thereby.

Such lien shall be superior to all other liens and encumbrances on such lot, except only for:

(a) liens for ad valorem taxes or other governmental liens given priority by federal or state statute; and

(b) the liens for sums unpaid on (1) a first mortgage in favor of an institutional lender, and (2) any other mortgages in favor of the holder of such first mortgage, or (3) any mortgage to DECLARANT, which have been recorded in the public records of Marion County, Florida prior to the attachment of such assessment lien, and the purchaser at a sale in foreclosure of any such mortgages or any such mortgagee that accepts a deed in lieu of foreclosure shall take title free and clear of any assessment lien which attached subsequent to the recording of such mortgage and prior to the date of such acquisition of title.

All other persons acquiring liens or encumbrances on any lot after this Declaration is recorded in the public records of Marion County, Florida shall be deemed to consent that such liens or encumbrances shall be inferior to any existing or future liens for assessments as provided herein, whether or not prior consent and agreement to subordination be specifically set forth in the instrument creating such lien or encumbrance.

5. Effect of Nonpayment of Assessments; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate determined by the Board of Directors and specified in the notice of such assessment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the lot against which such assessment was made. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his lot.

6. Limitation Upon Assessments. Notwithstanding the provisions hereinabove and the provisions of the Association's By-Laws respecting Annual Assessments, Special Assessments and the determination of the amounts thereof, DECLARANT specifically covenants and agrees and each Owner of any lot, by acceptance of the deed therefor, is deemed to have covenanted and agreed with the DECLARANT that:

(A) The aggregate amount of the annual and special assessments for the calendar year 1990 levied upon any lot owned by an Owner other than DECLARANT shall not exceed \$100.00.

(B) The aggregate amount of the annual and special assessments for the calendar year 1991 levied upon any lot owned by an Owner other than DECLARANT shall not exceed \$115.00.

(C) DECLARANT shall be excused from paying any Annual or Special Assessments levied for calendar years 1990 and 1991 on lots owned by DECLARANT, but shall be obligated to pay each year the amount by which the Association's expenses incurred during such year exceed the amount receivable

by the Association from annual or special assessments from the Owners other than DECLARANT. The obligation of DECLARANT hereunder shall be enforceable in the same manner as herein provided for enforcement of the obligations of annual and special assessments.

## ARTICLE FIVE

### Development and Use Restrictions and Obligations

1. Each lot shall be used for single-family residential purposes only, and only one single-family dwelling with an attached garage shall be erected on any one lot. All plans for residential dwellings are to be approved by the COUNTRYSIDE ESTATES FIRST ADDITION DESIGN APPROVAL COMMITTEE in writing prior to construction.

The COUNTRYSIDE ESTATES FIRST ADDITION DESIGN APPROVAL COMMITTEE shall consist initially of WILLIAM C. VAN DE VEN, WILLIAM J. HECK and JOHN E. FABIAN, JR., and communications to the committee shall be addressed to 4260 Northeast 35th Street, Ocala, Florida.

The Board of Directors of the Association shall have the right at any time, and from time to time, to remove any member or to designate additional or successor members, provided that any change in the membership of the committee shall be effective only upon executing and recording of a notice evidencing such change, setting forth the names of all persons who are to be members of the committee on and after the effective date of such notice and executed and acknowledged by the President of the Association. The committee shall, in no instance, be comprised of less than two persons, neither of whom shall be required to own property in COUNTRYSIDE ESTATES FIRST ADDITION. The requirement of written approval by the committee shall be conclusively deemed satisfied by letter or other written instrument (other than a deed) specifically reflecting such approval executed and acknowledged by one or more of the members of the record of the committee as of the date of acknowledgment. The death or incompetency of any member of the committee shall terminate membership on the committee and rights and authority vested in the committee shall be exercised by the remaining member or members thereof until such time as a successor is appointed in accordance with the provisions of this paragraph.

2. All residences shall be of masonry block or frame construction and shall be constructed with new building materials excepting only used brick. All residences shall have real brick, real stone, Masonite or wood siding on the front exterior. No artificial brick, stone, Till or plywood siding will be allowed, and no struck block fronts will be allowed. A combination of stucco, real brick or real stone on front elevation will be allowed.

A decorative-type metal storage building will be allowed only if the specific building desired is approved by COUNTRYSIDE ESTATES FIRST ADDITION DESIGN APPROVAL COMMITTEE in writing before such building is installed. All other outside storage buildings shall be constructed of materials similar to that from which the single-family residence is constructed.

3. All single-family residences will be constructed on site. No prefab house kits or modular houses will be allowed, and no buildings already constructed will be allowed to be moved onto any building lots with the exception of metal storage buildings approved by COUNTRYSIDE ESTATES FIRST ADDITION DESIGN APPROVAL COMMITTEE as provided above.

4. No residence shall be constructed having a minimum square footage of living area less than 1200 square feet exclusive of open porches or garages. All garages shall be attached to the residential building, shall be enclosed and shall have garage doors installed.

5. All driveways shall be constructed of concrete and no asphalt paving shall be permitted on the premises. Adequate parking spaces and facilities shall be provided off the street, and no street parking will be permitted.

6. Machinery such as tractors, heavy equipment, loaders, bulldozers, backhoes or equipment trailers shall not be permitted to be parked or stored on any lot, and no junk cars or trucks will be allowed unless kept in an enclosed garage. No vehicles with a GVW in excess of 3/4 ton may be parked in any yards.

7. Each property owner shall maintain his property in a neat and attractive appearance, keeping grass cut and shrubbery trimmed, and keeping all trash and rubbish hauled away.

8. No business or commercial enterprise shall be operated or conducted from any of said lots, and no signs shall be erected on any lot except small "FOR SALE" or "MODEL HOME" signs commonly used by realtors and builders.

9. No private water systems or wells may be installed or used. Before construction begins on any lot, the Owner shall make application to DECLARANT for a water meter to be installed and shall pay a water meter and sewer connection fee of \$455.00. The Owner of each residential unit shall be charged monthly for water and sewer usage, based upon rates as established by the Public Service Commission. All water to be supplied by Tradewinds Utility, Inc. or any successor utility authorized by the Public Service Commission.

10. All yards shall be solid sodded by the property owners including the swale to the street, by the time the Certificate of Occupancy is issued for any residence constructed.

11. No unsightly fences or walls shall be erected. No fences shall be erected which exceed six (6) feet in height; fences along the front lot line and fences along the side lot lines for a distance from the front lot line equal to the front set back distances of the residence as actually located on any lot shall not exceed four (4) feet in height. All corner lots shall be deemed to have two (2) front lot lines.

12. No livestock, poultry or animals of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other such household pets not to exceed two may be kept by each lot owner on condition that they are not bred or maintained for any commercial purpose, are not allowed to create any nuisance or disturbance in the neighborhood and are kept either on a leash, within a fence or otherwise restricted from running off the owner's premises.

13. In the event any one or more provisions of these restrictions and covenants shall be ruled to be illegal or unconstitutional, such ruling shall not adversely affect the legality of the remaining restrictions and covenants.

## ARTICLE SIX

### Enforcement

In the event any Owner or the agent of such Owner violates or breaches any of the requirements, restrictions, conditions or limitations contained in Articles Two and Five of this Declaration or in rules and regulations promulgated under authority of this Declaration by the Association, the Association shall have the right, but not the obligation, to (a) suspend the right to use of the recreational facilities by that Owner, the Owner's family and guests during the period such violation or breach continues, (b) proceed at law or in equity to prevent the violation or breach and to compel compliance with the requirements or such Articles or rules and regulations, or (c) enter upon the property where such violation exists and summarily

abate or remove the same at the expense of the Owner if, after ten days written notice of such violation to the Owner, it shall not have been corrected. Each of the rights herein granted the Association shall be cumulative and a failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach, or as to any other breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

The authority to abate or remove an existing violation shall include, as respects a violation of an owner's representation and covenant to complete improvements within a specified time, the right to remove or to complete improvements undertaken but not diligently prosecuted by the Owner.

In the event any Owner of a lot believes such a violation or breach by any other property Owner or agent of such Owner exists and desires to secure an abatement of such violation or breach, such owner shall first notify the Association of the perceived violation or breach and request the Association to exercise the rights of enforcement hereinabove granted. Should the Association fail or specifically decline to do so within thirty (30) days after receipt of such notice, such Owner, individually or jointly or severally with other Owners of lots shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance by the offending Owner.

In the event the Association elects to enter upon an individual lot where a violation or breach of any of the restrictions exists and to summarily abate or remove the same, the entire actual cost to the Association of such action plus fifty (50%) percent of such actual cost shall be payable by the Owner of such lot to the Association upon demand and shall constitute a specific assessment enforceable in accordance with the provisions of Article Four of this Declaration.

All costs and expenses, including attorney's fees, incurred by the Association or a Lot Owner or Owners who elect to proceed at law or in equity to remedy or abate a violation of the provisions of Articles Five or the rules and regulations promulgated under authority of this Declaration shall be borne by the Lot Owner adjudged in violation thereof, provided, however, that neither an institutional mortgagee that acquires a lot by foreclosure or deed in lieu of foreclosure nor the purchaser at a judicial, clerk or tax sale shall become liable for costs, expenses or attorney's fees in any action to abate or remedy a violation arising or existing prior to its acquisition of the lot.

## ARTICLE SEVEN

### Amendments and Extensions to Other Property

1. Amendment by DECLARANT. Notwithstanding anything to the contrary contained in this Declaration, DECLARANT reserves unto itself, its successors and assigns for so long as DECLARANT is the Owner of any undeveloped lot the sole right to:

(A) Amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions set forth herein;

(B) Amend this Declaration so as to modify, delete or add restrictions and limitations respecting the development and use of lots so long as such amendment shall conform to the general purposes and standards set forth therein;

(C) Amend this Declaration for the purposes of designating additional Common Area, provided that such property is (i) owned by DECLARANT or (ii) is a portion of the property subject to this Declaration at the time such amendment is recorded.

(D) Amend or alter this Declaration or any part thereof in any other respect with the consent of a majority of the Owners other than DECLARANT.

2. Amendment by Owners. Subject to the limitations set forth in paragraphs 3 and 4 below, this Declaration may be amended by instrument executed by all of the Owners and recorded among the public records of Marion County, Florida, a copy of which shall be furnished to the Association.

3. Mortgagee's Rights Preserved. No amendment to this Declaration shall affect the lien of the holder of any mortgage lien or record prior to such amendment without such Mortgagee's express written consent thereto and to the extent an amendment purports to affect such lien or the holder's rights in respect thereto, it shall be void and of no force and effect.

4. Limitation on Amendment. No amendment to this Declaration which modifies or purports to modify or affect in any way the rights, duties and/or obligations of DECLARANT granted or reserved hereunder or which, in the reasonable judgment of DECLARANT, adversely affects any other portion, phase or aspect of the development of COUNTRYSIDE ESTATES FIRST ADDITION shall be permitted without the express written consent of DECLARANT and to the extent an amendment purports to affect such rights, duties and/or obligations it shall be void and of not force and effect absent such consent.

## ARTICLE EIGHT

### Reservations by DECLARANT

1. Reservations for Development and Sale. Notwithstanding any provisions to the contrary contained in this Declaration, the Association's By-Laws or any Rules and Regulations published by the Association pursuant to the authority contained herein and in the Association's By-Laws, it shall be expressly permissible for the DECLARANT and for any public utility, private utility service company or residential construction contractor authorized by DECLARANT so to do, to maintain and carry on upon such portion of the Common Area as the DECLARANT may deem necessary, such facilities and activities as may be reasonably required, convenient or incidental to the development and sale of the lots and the construction and sale of residences thereon, including, but without limitation, business offices, material storage sites, signs, model units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by DECLARANT as models and sales offices.

There is hereby specifically reserved to DECLARANT an easement for ingress and egress and use of the Common Area for the purposes herein expressed, which easement and right shall continue to exist in DECLARANT so long as DECLARANT is the owner of any unimproved lot in COUNTRYSIDE ESTATES FIRST ADDITION.

2. Reservation of Right to Assign Rights. DECLARANT shall have the right at any time to assign any rights it may have under this Declaration to such other person or entity as it shall elect. No such assignment shall require the written consent of any Owner or of the Association and, in the event any such is assigned, the Assignee shall assume all obligations of DECLARANT so assigned and DECLARANT, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

## ARTICLE NINE

### Effect of Declaration; Duration



This Declaration as amended and supplemented from time to time as provided herein, shall, subject to the provisions hereof, be deemed to be covenants running with title to the property subject hereto and any part thereof and shall remain in full force and effect until January 1, 2015, and thereafter this Declaration shall be automatically extended for successive periods of ten (10) years each, unless during the six-month period preceding the end of such original term or of any such successive ten-year period a written agreement signed and acknowledged by all of the Owners changing, modifying, waiving or extinguishing any of the covenants, restrictions, reservations and easements provided for herein as to all or any part of the property is recorded in the public records of Marion County, Florida.

If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of George Bush, the President of the United States.

CONSENT AND SUBORDINATION

WILLIAM C. VAN DE VEN, the owner and holder of a certain mortgage recorded in Official Records Book 1658, page 1027, public records of Marion County, Florida, in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, consents and agrees that the lien of the aforescribed mortgage shall be subordinate to the rights of each Owner and of the Association in respect to the Common Area, as more fully defined and described in Articles One, Two and Four of the foregoing Declaration.

IN WITNESS WHEREOF, WILLIAM C. VAN DE VEN has hereunto set his hand and seal this 2nd day of October 1990.

A handwritten signature in cursive script, reading "William C. Van de Ven", is written over a horizontal line.

WILLIAM C. VAN DE VEN

**NOTICE OF AMENDMENTS TO DELCARATION OF COVENANTS**  
**CONDITIONS AND RESTRICTIONS FOR**  
**COUNTRYSIDE ESTATES FIRST ADDITION**

At a special meeting of the Association called by the Board of Directors and held at the residence of Albert Hill and wife, Ruby Hill, On February 23, 1995, called for the stated purpose of considering amendments to the Declaration pertaining to Countryside Estates First Addition, President Robert E. Zeiman presiding and a quorum being present, amendments to the Declaration were adopted as follows:

1. Paragraph 6 of ARTICLE FIVE Was amended to read as follows:

"Machinery such as tractors, heavy equipment, loaders, bulldozers, backhoes Or equipment trailers shall not be permitted to be parked or stored on any lot, and no junk cars, trucks will be allowed unless kept in an enclosed garage. No vehicles with a GVW in excess of 3/4 ton, including motor homes, may be parked in any yard. Boats are permissible only if small enough to park behind the house, and no boats will be allowed to be parked in any front yard or in the side yard of a house located on a corner lot, nor shall any boats be parked on a street in front of the house or on a street alongside a house located on a corner lot."

2. Paragraph 11 of ARTICLE FIVE was amended to read as follows:

"No unsightly fences or walls shall be erected. No fences shall be erected which exceed six (6) feet in height; fences along the front house line and fences along the side lot lines for a distance from the front house line equal to the front set back distances of the residence as actually located on any lot shall not exceed four (4) feet in height, and no fences will be erected that extend forward of the front house line

3. ARTICLE FIVE is amended to add a numbered paragraph 14 thereto reading as follows:

"Satellite Disks are permitted; provided, however, that Such satellite disk must be located On the back part of the property behind the back house line, and all corner lots shall be deemed to have two (2) back house lines. "

IN WITNESS WHEREOF COUNTRYSIDE ESTATES, FIRST ADDITION HOMEOWNERS ASSOCIATION, INC., by its President has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
In Our Presence As Witnesses:

COUNTRYSIDE ESTATES FIRST  
ADDITION HOMEOWNERS  
ASSOCIATION, INC.

sign: Amanda K. Puckett  
print: AMANDA K. PUCKETT

BY: Robert E. Zeiman  
ROBERT E. ZEIMAN, President

sign: J.B. Walkup Jr  
print: J.B. WALKUP, JR

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this \_\_\_  
day of MAY, 1995 by ROBERT E. ZEIMAN, President of Countryside  
Estates First Addition Homeowners Association, Inc., who is  
personally known to me or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign: J.B. Walkup Jr



J. B. WALKUP, JR.  
MY COMMISSION # CC 205884 EXPIRES  
June 4, 1996  
BONDED THRU TROY FAIN INSURANCE, INC.

stamp: \_\_\_\_\_

**NOTICE OF AMENDMENTS TO DELCARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS FOR  
COUNTRYSIDE ESTATES FIRST ADDITION**

At special meeting of the Association called by the Board of Directors, on September 1, 2010, called for the stated purpose of considering amendments to the Declaration pertaining to Countryside Estates First Addition, Treasurer Gloria Maxfield presiding, and a quorum of the Board of Directors being present, amendments to the Declaration were adopted as follows:

1. Paragraph 5 of ARTICLE FIVE was amended to read as follows:

"All driveways shall be constructed of concrete and no asphalt paving shall be permitted on the premises. There shall be no parking on the grass, with ample parking available in the homeowner's driveway. All vehicles are required to be parked in a driveway."

2. Paragraph 6 of ARTICLE FIVE was amended to read as follows:

"Machinery such as tractors, heavy equipment, loaders, bulldozers, backhoes or equipment trailers shall not be permitted, except equipment trailers can be parked in the rear of the building or in the garage; and, no junk cars, or trucks will be allowed unless kept in an enclosed garage. No vehicles with a GVW in excess of 114 ton, including motor homes, may be parked in any yard.

Boats are permissible only if small enough to park behind the house, and no boats will be allowed to be parked in any front yard or in the side yard of a house located on a corner lot, nor shall any boats be parked on a street in front of the house or on a Street alongside a house located on a corner lot."

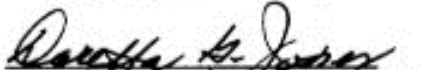
IN WITNESS WHEREOF, COUNTRYSIDE ESTATES, FIRST ADDITION HOMEOWNERS ASSOCIATION, INC., by its Treasurer has hereunto set its hand and seal the 1<sup>st</sup> day of September, 2010.

Signed, Sealed and Delivered  
In Our Presence As Witnesses:

COUNTRYSIDE ESTATES FIRST  
ADDITION HOMEOWNERS  
ASSOCIATION, INC.

  
Print: Earl Bullock

  
Gloria Maxfield, Treasurer

  
Print: Doretha G. Jones

STATE OF FLORIDA  
COUNTY OF MARION

Sworn and subscribed before me in the State and County aforesaid this 1<sup>st</sup> day of September, 2010, by Gloria Maxfield to be personally known to me, and who did not take an Oath.

  
Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA  
Suzanne E. Scott  
Commission # DD965877  
Expires: MAR. 08, 2014  
BONDED TERU ATLANTIC BONDING CO., INC.

**NOTICE OF AMENDMENTS TO DELCARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS FOR  
COUNTRYSIDE ESTATES FIRST ADDITION**

At the Annual Meeting of the Association called by the Board of Directors, and held at the Marion County Public Library, Ocala, Florida, on September 15, 2010, called for the stated purpose of considering amendments to the Declaration pertaining to Countryside Estates First Addition, Secretary/Treasurer A.R. Hill presiding, and a quorum of the Board of Directors being present, amendments to the Declaration were adopted as follows:

1. Paragraph 4 of ARTICLE FOUR was amended to read as follows:

"All sums assessed against a lot pursuant to this Article, together with interest at the rate of 18% as provided for in Florida Statute 720.3085, together with a late fee of \$25.00, administrative costs of \$200.00 for filing the original Claim of Lien and Release of Lien, and reasonable attorney's fees as provided herein, shall be secured by a lien on such lot in favor of the Association. The lien for Annual Assessments shall attach as of the 15<sup>th</sup> of December of the year for which each such assessment is made. The lien for Special Assessments and Specific Assessments shall attach upon the recording of a Notice of Assessment thereof in the Public Records of Marion County, Florida, setting forth the amount of the lien and a description of the lots encumbered thereby." All other items narrated in Paragraph 4 of ARTICLE FOUR shall stand as written.

2. Paragraph 5 of ARTICLE FOUR was amended to read as follows:

"Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% as provided for in Florida Statute 720.3085. The due date for the yearly assessment shall be September 15". Any unpaid assessments also shall bear a late fee of \$25.00, effective September 16". The Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the lot against which such assessment was made. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his/her lot.

(3) Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the rate provided in the declaration of covenants or the bylaws of the association, which rate may not exceed the rate allowed by law. If no rate is provided in the declaration or bylaws, interest accrues at the rate of 18 percent per year.

(a) if the declaration or bylaws so provide, the association may also charge an administrative late fee in an amount not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date.

X Donna A. Jacobs  
HOA President - Donna Jacobs

Date 11-7-2017



Notary Jennifer Nolan  
my Commission expires 9.24.2017