

**RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
IMPERIAL RIDGE – AS AMENDED**

THIS RESTATED AND AMENDED DECLARATION is being made on the date hereinafter set forth by COUNTRYSIDE IMPERIAL RIDGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation authorized to do business in the State of Florida, hereinafter referred to as The Association.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in Pinellas County, Florida which is more particularly described as:

A portion of the Southeast ¼ of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast ¼ of said Section 8; thence North 01:01'27" West along the East line of said Southeast ¼ for 100.02 feet; for 233.67 feet to point on the South boundary line of a Florida Power Corporation 230 foot wide easement as recorded in the Official Record Book 2042, Pages 680 through 685 of the Public Records of Pinellas County, Florida, thence South 82:00'28" West along said South boundary line for 60.63 feet; to the Point of Beginning (POB) then South 00:15' 21" East, for 229.08 feet to a point on the North right-of-way line of Countryside Boulevard (100' R/W) as recorded in O. R. 4731, Page 279 of the Public Records of Pinellas County, Florida, said point being on a curve concave to the Southeast thence Southwesterly 349.43 feet along the arc of said curve having a radius of 440.00 feet; a central angle of 45:30'11", a chord length of 340.42 feet and a chord bearing of South 59:40'00" West to the point of tangency; thence South 36:54'55" West along said right- of-way for 444.84 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly 135.64 feet along the arc of said curve having a radius of 466.85 feet, a central angle of 16:38'50", a chord length of 135.17 feet and a chord bearing of South 45:14'20" West; thence North 71:13'18" West for 44.96 feet; thence North 66:05'05" West for 203.67 feet; thence North 01:18'50" East, for 107.47 feet; thence North 05:19'40" West for 79.54 feet; thence North 58:57'56" West, for 17.63 feet; thence North 04:42'11" East, for 438.22 feet to the South boundary line of the aforementioned Florida Power easement; then North 82:00'28" East along said South easement for 879.30 feet to the Point of Beginning.

Containing 10.26 acres more or less.

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

## **ARTICLE I DEFINITIONS**

**Section 1.** “Association” shall mean and refer to COUNTRYSIDE IMPERIAL RIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

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

**TRACT “A” (1):**

A parcel of land located in the Northeast ¼ of Section 17, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence North 01:01’27” West for 100.2 feet to a point on the North right-of-way line of Countryside North, Phase 2 (a 100 foot wide right-of-way), as recorded in Official Record Book 4731, Pages 273-279 and 286-289, Public Records of Pinellas County, Florida, and along said right-of-way by the following 5 courses; thence 1) North 89:44’39” West for 498.64 feet to a point of curvature of a curve concave to the Southwest; thence 2) Southwesterly 409.62 feet along the arc of said curve, having a radius of 440.00 feet, a central angle of 53:20’26”, a chord length of 394.99 feet and a chord bearing of South 63:35’03” West to a point of tangency; thence 3) South 36:54’55” West for 166.34 feet to the Point of Beginning; thence 4) continue South 36:54’55” West for 278.50 feet to a point of curvature of a curve concave to the Northwest; thence 5) Southwesterly 135.64 feet along the arc of said curve, having a radius of 466.85 feet, a central angle of 16:38’50”, a chord length of 135.17 feet and a chord bearing of South 45:14’20” West; thence North 71:13’18” West for 36.93 feet; thence North 23:54’55” East for 123.98 feet to a point on the arc of a curve concave to the North; thence Easterly for 123.21 feet along the arc of said curve, having a radius of 120.00 feet, a central angle of 64:04’56”, a chord length of 127.33 feet and a chord bearing of North 68:04’56” East to a point of tangency; thence North 36:54’55” East for 195.00 feet; thence South 53:05’05” East for 15.00 feet to the point of beginning. Containing 0.312 acres more or less.

**TRACT “A” (2):**

A parcel of land located in the Northeast ¼ of Section 17, and the Southeast ¼ of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence North 01:01’27” West for 100.02 feet; thence North 89:44’39” West for 498.64 feet, thence North 00:15’21” East for 233.67 feet to a point on the South line of a Florida Power Corporation easement, as recorded in Official Record Book 5225, page 625, Public Record of Pinellas County, Florida; thence South 82:00’28” West, along said South line for 939/93 feet; thence South 04:42’11” West for 243.04 feet to the point of beginning; thence continue South 04:42’11” West for 195.20 feet; thence South 58:57’56” East for 17.63 feet; thence South 05:19’40” East for 79.54 feet; thence South 01:18’50” West for 92.74 feet; thence North 23:54’55” East for 110.83 feet to a point on the arc of a curve concave to the

Northeast; thence Northwesterly 112.53 feet along the arc of said curve, having a radius of 120.00 feet, a central angle of 53:43'40", a chord length of 108.45 feet and a chord bearing of North 26:56'55" West to a point of tangency; thence North 00:05'05" West for 170 feet to a point of curvature of a curve concave to the East; thence Northerly 7.58 feet along the arc of said curve, having a radius of 220.00 feet, a central angle of 01:58'23", a chord length of 7.58 feet and a chord bearing of North 00:54'07" East to the point of beginning.  
Containing 0.116 acres more or less.

TRACT "A" (3):

A parcel of land located in the Northeast ¼ of Section 17, and the Southeast ¼ of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence North 01:01'27" West for 100.02 feet; thence North 89:44'39" West for 498.64 feet, thence North 00:15'21" East for 233.67 feet to a point on the South line of a Florida Power Corporation easement, as recorded in Official Record Book 5225, page 625, Public Record of Pinellas County, Florida, along said South line for the following 2 courses; thence 1) South 82:00'28" West for 825.09 feet to the point of beginning; thence continue South 04:42'11" West for 195.20 feet; thence South 58:57'56" East for 17.63 feet; thence 2) continue South 82:00'28" West for 114.84 feet; thence South 04:42'11" West for 221.43 feet to a point of cusp on the arc of a curve, concave to the East; thence Northerly 59.48 feet along the arc of said curve, having a radius of 220.00 feet, a central angle of 15:29'26", a chord length of 59.30 feet and a chord bearing of North 15°15'45" East to a point of tangency; thence North 00:05'05" West for 170 feet to a point of curvature of a curve concave to the East; thence North 23:00'28" East for 124.07 feet to a point of curvature of a curve concave to the Southeast; then Northwesterly 96.68 feet along the arc of said curve, having a radius of 120.00 feet, a central angle of 46:09'41", a chord length of 94.09 feet and a chord bearing of North 46:05'19" East to the point of beginning.  
Containing 0.172 acres more or less.

TRACT "A" (4):

A parcel of land located in the Southeast ¼ of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 8; thence North 01:01'27" West for 100.02 feet; thence North 89:44'39" West for 498.64 feet, thence North 00:15'21" East for 233.67 feet to a point on the South line of a Florida Power Corporation easement, as recorded in Official Record Book 5225, page 625, Public Record of Pinellas County, Florida, along said South line for the following 2 courses; thence 1) South 82:00'28" West for 272.52 feet to the point of beginning; thence continue South 04:42'11" West for 195.20 feet; thence South 58:57'56" East for 17.63 feet; thence 2) continue South 82:00'28" West for 187.92 feet to a point of cusp on the arc of a curve, concave to the Southwest; thence Southeasterly 98.58 feet along the arc of said curve, having a radius of 120.00 feet, a central angle of 47:04'08", a chord length of 95.83 feet and a chord bearing of South 61:37'09" East to a point of tangency; thence South 38:05'05" East for 6.36 feet; thence North 51:54'55" East for 124.32 feet to the point of beginning.  
Containing 0.117 acres more or less.

TRACT "A" (5):

A parcel of land located in the Northeast ¼ of Section 17, and the Southeast ¼ of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence North 01:01'27" West for 100.2 feet along the East line of Section 8, for 100.02 feet to a point on the North right-of-way of Countryside Boulevard, Phase 2 (a 100 foot wide right-of-way) as recorded in Official Record Book 4731, Pages 273-279 and 286-289, Public Records of Pinellas County, Florida, and along said right-of-way by the following 4 courses; thence 1) North 89:44'39" West for 498.64 feet to a point of curvature of a curve concave to the South; thence 2) Westerly 60.19 feet along the arc of said curve, having a radius of 440.00 feet, a central angle of 07:50'15", a chord length of 60.14 feet and a chord bearing of South 86:20'13" West to a point of beginning; thence 3) continue Southwesterly 349.43 feet along the arc, having a radius of 440.00 feet, a central angle of 45:30'11", a chord length of 340.32 feet and a chord bearing of South 59:40'00" West to a point of tangency; thence 4) continue

South 36:54'55" West for 126.34 feet; thence North 53:05'05" West for 15.00 feet; thence North 36:54'55" East for 216.00 feet to a point of curvature of a curve concave to the West; thence Northerly 94.72 feet along the arc of said curve, having a radius of 120.00 feet, a central angle of 45:13'40", a chord length of 92.28 feet and a chord bearing of North 14:18'05" East; thence North 51:54'55" East for 142.51 feet; thence North 38:05'05" West for 144.64 feet to a point on the South line of a Florida Power Corporation easement, as recorded in Official Record Book 5225, Page 625, Public Records of Pinellas County, Florida; then North 82:00'28" East along said South line, for 209.18 feet; thence South 00:15'21" West for 229.08 feet to the point of beginning.

Containing 1.128 acres more or less.

**TRACT "A" (6):**

A parcel of land located in the Northeast  $\frac{1}{4}$  of Section 17, and the Southeast  $\frac{1}{4}$  of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence North 01:01'27" West for 100.2 feet; thence North 89:44'39" West for 498.64 feet; thence North 00:15'21" East for 233.67 feet to a point on the South line of a Florida Power Corporation easement, as recorded in Official Record Book 5225, page 625; thence South 82:00'28" West, along said South line for 272.52 feet; thence South 51:54'55" West for 124.32 feet; thence North 38:05'05" West for 6.36 feet; thence South 51:54'55" West for 40.00 feet; thence South 39:38'12" West for 128.76 feet to the point of beginning; thence South 15:57'22" West for 79.26 feet; thence South 36:54'55" West for 312.53 feet; thence North 66:05'05" West for 97.57 feet; thence North 00:05'05" West for 148.46 feet; thence North 22:34'30" East for 110.52 feet; thence North 82:00'28" East for 259.01 feet to the point of beginning.

Containing 1.323 acres more or less.

That certain roadway located with the Properties and more commonly referred to as Imperial Ridge Parkway. This roadway is more particularly shown and described on the plot know as Countryside North, Tract 4A.

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

## **ARTICLE II PROPERTY RIGHTS**

**Section 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 too charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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

**Section 2.**     Delegation of Use

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.**     Membership

Each Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.**     Voting Rights

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

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1.**     Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly maintenance assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly maintenance and special assessments, together with interest, costs and reasonable attorney's fees, shall be charged 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

person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2.**     Purpose of Assessments

The assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of homes situated as described by this document and as further defined in the By-Laws upon the Properties. Assessments shall include insurance expenses as described in Articles XII and XIII of this Declaration.

- (a) Basic cable television services, to each home are hereby considered a common expense of the Association. The Association will determine the provider and extent of services. Optional services to the basic cable services are to be paid for individually by the occupant/Owner who upgrades the service to the appropriate cable company.
- (b) Subterranean termite control, including treatment and warranties, are hereby determined a common expense of the Association. The Association will determine the provider and extent of termite prevention or treatment required.
- (c) A refuse collection service to each individual dwelling will be contracted for by the Association. The cost of refuse removal is hereby considered a common expense of the Association. Optional services, such as recycling, shall be at the expense of the Homeowner.

**Section 3.**     Maximum Monthly Assessment

- (a) The maximum monthly assessment may be increased each year not more than five percent (5%) above the maximum monthly assessment for the previously year without a vote of the membership.
- (b) The maximum monthly assessment may be increased above five percent (5%) by a vote of two-thirds ( $\frac{2}{3}$ ) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the assessment at an amount not in excess of the maximum.

**Section 4.**     Special Assessment for Capital Improvements

In addition to the monthly assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the

Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ( $\frac{2}{3}$ ) of the votes of the members who are voting in person or by proxy at the meeting duly called for this purpose.

**Section 5.**     Notice and Quorum for Any Action Authorized Under Sections 3 and 4  
Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the membership shall constitute a quorum.

**Section 6.**     Uniform Rate of Assessments  
Both monthly and special assessments must be fixed at a uniform rate ( $\frac{1}{42}$ ) for all Lots.

**Section 7.**     Date of Commencement of Monthly Assessment - Due Dates  
The monthly assessments provided for herein shall commence as to all Lots on November 1984. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (3) days in advance of each fiscal year. Written notice of the proposed monthly assessment shall be sent to every Owner subject thereto. All assessments are due on the first day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance.

**Section 8.**     Effect of Non-Payment of Assessments - Remedies of the Association  
Any assessment not paid, in full, within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowable by law. The Association may bring action at law against the Owner personally obligated to pay same, or foreclose the lien against the property. No Owner may withhold, waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area, abandonment of his Lot, or for services not provided in a reasonable timeframe.

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

**ARTICLE V  
EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:

**Section 1.**     Association Responsibilities

- (a) Painting all exterior surfaces including the homes, atrium walls, fences, gate doors, lamp posts, garage doors, and entry doors.
- (b) Repair or replacement of exterior wood trim (except termite damage) and stucco including flower boxes, fences, gates, garage doors, atrium walls and lighting fixtures.
- (c) Repair and replacement of the exterior roofing system including the chimney caps, tarpaper, flashing, and repair of leaks pertaining to same.
- (d) Lawn sprinkling, mowing, edging, fertilization, lawn pests and weed control.
- (e) Irrigate, trim, prune and fertilize all shrubs and trees on the property.
- (f) Exterior light bulbs and globes for exterior lighting fixtures.

**Section 2.**     Each Homeowner Will at Their Sole Expense Maintain

- (a) Trees & shrubs on their Lot, including maintenance and replacement thereof in accordance with Pinellas County Ordinances. The Association's care is considered supplemental to that of the owner and is at the discretion of the Board of Directors.
- (b) All exterior glass and screens on their home including those in doors and patios, and leaks pertaining to same.
- (c) Gutters, downspouts, French drains and other similar structures related to their Lot including all damages related to the dysfunction of the aforementioned items.
- (d) Sidewalks and driveway on their Lot including the periodic cleaning and repair.
- (e) All structural wood beneath the exterior stucco and roofs including but not limited to beams, struts, supports, plywood and other structural lumber.
- (f) The Homeowner shall be responsible for all repairs relating to termite damage.

**Section 3.**     Willful or Negligent Acts by Owner

In the event that the need for maintenance or repair to a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests, tenants or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.



## ARTICLE VI ARCHITECTURAL CONTROL

The Association, through the Board of Directors, is granted the authority to adopt specific standards or guidelines pertaining to architectural control.

No building, fence, wall, glass window replacements or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to include, but not limited to concrete /stone exterior patios, garden arbors or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural committee composed of three (3) or more representatives appointed by the Board and chaired by a standing Board member. In no event shall any structural change be allowed on any Lot including extensions, ~~skylights~~, blowers and vents with the exception that exterior screened patios may be replaced by glass or vinyl as long as the change does not otherwise alter the structure of the building. Energy devices based on renewable resources may be permitted only upon prior approval of the Board of Directors, who may condition such approval upon installation within a certain location of the Lot so that it is not visible from the street or adjoining properties, to the extent such location does not impair the effective operation of such device.<sup>1</sup> Room air conditioners may also be added to enclosed patios within two (2) feet of ground level upon approval of plans and specifications.

Any changes made without prior Association approval may subject Owner to removal and re-modification at the Owner's expense. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) ~~thirty (30)~~ days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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<sup>1</sup> Amended at November 14, 2015 Annual Membership Meeting  
Recorded Pinellas County Florida

## **ARTICLE VII GENERAL PROVISIONS**

### **Section 1.**     Enforcement

The association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waive of the right to do so thereafter. Fines for violations of the Declaration and/or rules. The Board of Directors, by a majority of all of the duly elected Directors may levy fines against any Lot Owner. Before a fine can be levied the alleged violator must be given at least fourteen (14) days written notice of the meeting at which the fine will be levied. The notice must include the time, date and place of the meeting in addition to the specific provision they are alleged to have violated. The alleged violator will be allowed to question accusers and present evidence and witnesses on their behalf. The maximum fine will be \$25.00 per violation, which can accrue daily from the date of meeting until corrected. The Board of Directors can, at its discretion, waive a fine.

### **Section 2.**     Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

### **Section 3.**     Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by not less than ninety percent (90%) of the Lot Owners present in person or by proxy at a duly called meeting of the Owners, and thereafter by not less than seventy-five percent (75%) of the Lot Owners present in person or by proxy at a dully called meeting of the Owners. Notice of the proposed amendment(s) must be sent to each Owner not less than thirty (30) days prior to the meeting at which the amendments(s) will be considered. The notice must specifically contain the date, time and place of the meeting, in addition to the full text of the provision to be amended with the text to be deleted with strikethrough effects and additions underlined. Any amendment(s) must be recorded in the public records of Pinellas County to be valid and enforceable.

### **Section 4.**     Annexation

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

## **ARTICLE VIII PARTY WALLS**

### **Section 1.**     General Rules of Law to Apply

Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

### **Section 2.**     Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such their use.

### **Section 3.**     Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who had use of the wall may restore it, and if the other Owner thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

### **Section 4.**     Weatherproofing

Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

### **Section 5.**     Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

### **Section 6.**     Arbitration

In the event of a dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## **ARTICLE IX USE RESTRICTIONS**

It is the obligation of all Owners and Residents to be reasonable and respectful of their neighbors. Not following these use restrictions can affect the community's lifestyle and property value. Below are the criteria that the Board of Directors will use in its enforcement efforts and failure to comply can result in daily fines.

### **Section 1.**     Residential Use

No Lot shall be used for any purpose other than as and for a single-family residence or dwelling.

### **Section 2.**     Family Pets

No pets shall be kept on any Lot or in any dwelling other than cats, birds such as canaries or parakeets, and fish such as goldfish and tropical varieties. However, no more than one (1) dog weighing no more than twenty-five (25) may be kept as a pet. Such permitted dogs and cats must be on a leash when outside the Owner's dwelling and the pet's attendees must remove all solid waste deposited by their pet before returning to their home. No pet(s) shall be raised for commercial purposes. In no event may any pet permitted to be kept, be allowed to become a nuisance. Pets that provide a service to a handicapped individual are hereby exempt from the provisions of this Section.

### **Section 3.**     Vehicle Parking

No vehicle shall be parked within the Properties except on driveways or within a garage. All parked vehicles must be in operating condition. Boats, boat trailers, recreational vehicles (i.e. campers or motorcycles) or trucks, pick-up trucks and commercial vehicles, must be parked on the Properties inside garages from dusk to dawn. Vehicles that service handicapped individuals are excluded from the provisions of this Section.

### **Section 4.**     Fences

No fences other than those initially installed by Declarant and no walls or hedges shall be permitted anywhere within the Property except as approved in writing by the Board which approval may arbitrarily withheld. All presently Owner erected fences are excluded until such time as they are deemed unsafe, pose an obstacle in providing lawn service or condition is beyond repair. Said fences will not be allowed to be replaced.

**Section 5.**     FCC Regulated Devices

Exterior radio, television, or any other electrical antenna or any similar communication devices may not be erected and maintained on the Lots without prior written approval of the Board of Directors or any architectural control committee appointed by the Board.

**Section 6.**     Maintenance

Each Owner shall be obligated to maintain the Lot and all improvements thereon in good condition and repair, except for such maintenance as is the responsibility of the Association pursuant to this Declaration. If an Owner shall fail to do so, the Association, after giving such Owner at least thirty (30) days written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot for such purposes shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefor shall be secured by a lien on the Lot and added to and become a part of the Lot assessment installment next due and payable by the Owner.

**Section 7.**     Clothes Drying

Permanent exterior clothes hanging/drying devices are prohibited.

**Section 8.**     Leases

- (a) No Lot Owner may lease or rent their unit for a period of less than one (1) year or more than one (1) year.
  
- (b) Lot may be leased in accordance with the following provisions:
  - 1. In order for a Lot Owner to lease their unit, the Lot Owner must maintain ownership of residence for a minimum of twelve (12) months prior to leasing said unit.
  
  - 2. In order to maintain the residential, non-transient nature of the Community, not more than twenty percent (20%) of the total number of Lots within Countryside Imperial Ridge shall be rented at any one time. In the event twenty percent (20%) of the total number of Lots are rented and an additional Owner desires to rent their Lot, the Association shall create a waiting list to establish a procedure to determine which unit will be next available for rental on a first come, first serve basis. The Board of Directors may establish reasonable policies and procedures relative to the waiting list, including but not limited to, manner of making request to be placed on the waiting list, what constitutes a "new" lease for purposes of enforcing this provision and the next Lot on the waiting list being permitted to rent, periods of time an owner has to find an approved tenant before their right to rent is passed to the next Lot on the waiting list, etc. The foregoing rental restriction shall not apply to the

Homeowners Association, in the event the Association takes title of a unit as a result of a foreclosure or by deed-in-lieu of foreclosure or similar method. The cap shall be calculated discounting the total number of Lots by any Lots(s) owned by the Association.

3. The restrictions on leasing added herein shall not apply to any person having record title to the unit on the date of recording this amendment in the public records of Pinellas County, Florida, but prohibits subsequent rentals of those Lots if the twenty percent (20%) limitation will be exceeded.
  4. Signs advertising said unit as a rental are not permitted on the Properties on the date this amendment is recorded.
- (c) The Lot Owner shall remain responsible for ensuring the Unit is maintained in compliance with this Declaration and the other governing documents and that all Rules, Regulations and/or Restrictions are followed by the tenant(s) and all tenant(s) agree to be bound by the Rules, Regulations and/or Restrictions.
- (d) In the event the Lot Owner is delinquent in any monetary obligation to the Association, the Association shall have the right to make demand upon the tenant to pay rent directly to the Association until such time as the delinquent monetary obligations including, but not limited to fines, have been paid in full.

The Association shall have the right to evict a tenant, as an agent of the Lot Owner, for failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the Bylaws, and Rules, Regulations and/or Restrictions of the Association or for failure to pay rent directly to the Association when the Lot owner is delinquent in any monetary obligation to the Association and the Association has made a demand on the tenant for rent. The Lot Owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the Unit Owner and may be collected in the same manner as an assessment.<sup>2</sup>

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<sup>2</sup> Articles IX, Sections 1 to 7 Amended at November 15, 2013 Annual Membership Meeting.  
Article IX, Section 8 – Leased Amended at November 2014 Annual Membership Meeting  
Article and Section Amendments Recorded Pinellas County Florida

## **ARTICLE X EASEMENTS**

### **Section 1.**     Utilities

Each Lot and the Common Area shall be subject to existing easements for public utilities purposes (including, but not limited to, fire and police protection, Association maintenance and inspection, garbage and trash removal, water and sewage system, electric and gas service, cable, telephone, and irrigation wells and pumps, if applicable), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right to access to any Lot or the Common Area in furtherance of such easements.

### **Section 2.**     Future Utility Easements

The Board of Directors reserves the right, for itself and its designee to grant and/or reserve such additional easements, including but not limited to, irrigation, wells and pumps, cable, electric, gas, water, telephone and other utility easement, or to relocate any existing easements in any portion of the property as they shall deem necessary or desirable for the proper operation of the property, or any portion thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonable interfere with the use of the Lots for permitted purposes. Each Lot Owner hereby irrevocably appoints the President and Vice-President of the Association as his attorney-in-fact to grant permits, licenses and easements as previously described in this section.

### **Section 3.**     Easement for Encroachments

All of the Properties and all of the Lots shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Properties or Lots, or encroachments caused by the intentional or unintentional placement of utility meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements as long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created as long as such encroachments stand or otherwise continue in place.

**Section 4.**     Easement for Sprinkler Systems

The Association is granted an easement as to each Lot to construct, place, and install Irrigation Facilities, provided that it shall be undertaken so as not to interfere with the dwelling or other improvements on such Lot. The Association is also granted an easement as to each Lot for the maintenance, repair, and replacement of any and all Irrigation Facilities now or hereafter constructed, placed or installed on such Lot pursuant to the authority of this section as a common expense of the Association. By recorded instruments, the Association shall have the right to waive or relinquish its easements rights in whole or in part by action of its Board of Directors.

**Section 5.**     Ingress-Egress Easement

A non-exclusive easement for the use and benefit of all Lot Owners, their guests, invitees and lessees, over and across all roadways, shall exist for vehicular and pedestrian traffic over and across such portion of the Common Area as may from time to time be paved and intended for such purposes, which easement alone or together with other recorded easements granted by Declarant shall provide reasonable access to the public ways. Nothing herein shall be constructed to give or create in any person the right to park upon any portion of the Properties except to the extent that the spaces may be specifically designated and assigned for parking purposes.

**ARTICLE XI  
MORTGAGES**

**Section 1.**     Definition

The term “institutional mortgagee” as used in this Declaration shall mean a bank, Savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, any agency of the United States government, the holder of any mortgage insured by an agency of the United States government, the Federal Nation Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, the Veteran’s Administration, or any guarantor or assignee of any institutional mortgagee.

**Section 2.**     Notice to Mortgagees

Institutional mortgagees shall have a right, upon written notice to the Association, to be advised in writing of the following:

- (a) Any proposed amendment of documents.
- (b) Any proposed termination of the Association.
- (c) Any condemnation or casualty loss which affects a material portion of the Properties.



- (d) Any deficiency of sixty (60) days or more in the payment of assessments or charges owed by the Mortgagor.
- (e) Any lapse, cancellation or material modification of any insurance policy maintained by the association.

**Section 3.**     Financial Statement

If the Federal Housing Administration, the Veteran’s Administration, the Federal Nation Mortgage Association, the Federal Home Loan Mortgage Corporation or any holder of a first mortgage own or insure a mortgage in the Properties, then the Association, upon request, shall prepare and/or furnish to that agency or mortgagee a financial statement of the Association for the immediate preceding fiscal year.

**ARTICLE XII  
LIABILITY INSURANCE**

**Section 1.**     Purchase of Insurance

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Area. In no event shall this liability insurance coverage be less than One Million Dollars (\$1,000,000).

**Section 2.**     Payment of Premiums

The Board of Directors shall collect and enforce payment of the premium for such insurance from each Lot Owner, in equal shares, as an assessment in accordance with this Declaration.

**Section 3.**     Homeowners Liability Insurance

Each individual Lot Owner shall be responsible for purchasing liability insurance for accidents occurring on his own Lot. ~~Proof of said coverage must be received (Insurance Company Declaration Page) and updated on an annual basis from each Lot Owner.~~<sup>3</sup>

**ARTICLE XIII  
CASUALTY INSURANCE**

**Section 1.**     Purchase of Insurance

The Board of Directors of the Association shall keep the Common Area insured. The Common Area shall include all the buildings erected upon the Common Area, all fixtures and personal property appurtenant thereto owned and used by the Association or constituting part of the Common Area. The

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<sup>3</sup> Amended at November 14, 2015 Annual Membership Meeting  
Recorded Pinellas County Florida

insurance shall insure the interest of the Association and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a stand coverage endorsement and such other risks or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Common Area, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonable available. The Association is authorized to obtain and accept a policy with a reasonable deductible clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance in the full amount of the coverage required hereunder, if in good faith, they have determined that such insurance is not reasonable available.

**Section 2.**     Payment of Premiums

The Board of Directors shall collect and pay premiums for casualty insurance as part of the Association assessments; each Lot Owner shall pay and be responsible for casualty insurance premiums in the same manner as all other assessments.

**Section 3.**     Homeowners Casualty Insurance on Lots

It shall be the responsibility of each Lot Owner to see that appropriate casualty insurance is maintained on his individual Lot and the improvements constructed on that Lot. ~~Proof of said coverage must be received (Insurance Company Declaration Page) and updated on an annual basis from each Lot Owner.~~<sup>4</sup>

**ARTICLE XIV  
COMMUNITY ASSOCIATION AND COMMUNITY ASSOCIATION RESTRICTIONS**

**Section 1.**     Membership

Each Lot Owner automatically becomes a member of COUNTRYSIDE NORTH COMMUNITY ASSOCIATION, INC. (“Community Association”). Such membership is in addition to the Owner’s automatic membership in the Association, as provided in Article III of this Declaration. As a member of the Community Association, each Owner shall be subject to its Articles of Incorporation, By-Laws and rules and regulations in effect from time to time.

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<sup>4</sup> Amended at November 14, 2015 Annual Membership Meeting  
Recorded Pinellas County Florida

**Section 2.**    **Restrictions**

In addition to this Declaration, each Lot is subject to the terms and conditions of the Master Declaration of Covenants, Conditions and restrictions for COUNTRYSIDE NORTH, as recorded in the Public Records of Pinellas County, Florida, at Official Record Book 5173, page 2108. Pursuant to the said Restrictions, assessments are due and charges are levied by the Community Association, payment of which is secured by a lien on each Owner's Lot. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the beforementioned Restrictions, and to uphold his responsibilities and obligations as a member of the Community Association, including the payment of such assessment, dues and charges.

IN WITNESS WHEREOF, the undersigned being the Association herein, has hereunto set its hand and seal this 20th day of May, 1992.

COUNTRYSIDE IMPERIAL RIDGE HOMEOWNERS ASSOCIATION, INC.

By: Signatures on File  
President

Attest: Signatures on File  
Secretary

*Original and official Association documents have been recorded and are part of Pinellas County, Florida Public Records.*

<p>EDITING KEY OF AMENDMENTS</p> <ul style="list-style-type: none"><li>• ADDITIONS INDICATED BY <u>UNDERLINE</u></li><li>• DELETIONS INDICATED BY <del>STRIKE THROUGH</del></li><li>• OMISSIONS INDICATED BY ELLIPSIS . . .</li></ul>
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