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CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
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Document Prepared By/Return To:

Melissa M. Smith, Esq.
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8409 North Military Trail, Suite 123
Palm Beach Gardens, FL 33410

CERTIFICATE OF AMENDMENT AND RESTATEMENT OF THE MASTER DECLARATION, BYLAWS AND ARTICLES OF INCORPORATION OF COUNTRYSIDE MASTER ASSOCIATION, INC.

The undersigned being the duly elected and acting President of Countryside Master Association, Inc., a Florida not-for-profit corporation, does hereby certify that the Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, the Second Amended and Restated Bylaws and the Second Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" (collectively, the "Amendments") were approved and adopted by the members and their voting representatives at the meeting of the Members held on March 13, 2025, as required by the existing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, the existing Amended and Restated Bylaws and the existing Amended and Restated Articles of Incorporation (collectively, the "Existing Documents") recorded in O.R. Book 5394 at Pages 2116 et seq., Public Records of Collier County, Florida. The Amendments constitute a substantial and extensive revision, renumbering and rewording of the Existing Documents. For the original text, review the Existing Documents. The original Master Declaration of Covenants, Conditions and Restrictions for Countryside was recorded in O.R. Book 1264 at Pages 588 et seq., Public Records of Collier County, Florida and was amended and restated in O.R. Book 2270 at Pages 548 et seq., of the Public Records of Collier County, Florida, and then amended and restated by the Existing Documents.

IN WITNESS WHEREOF, this Certificate has been executed this 20 day of March, 2025.

WITNESSES:

Print Name: Jeff Cook
Address: 600 Country Side Dr
Naples, FL 34104

Print Name: Debra Rex
Address: 620 Countryside Dr
Naples, FL 34104

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

By: _____
Anthony DiRado, President

ATTEST:

By: _____
Matthew J Brooks, Secretary

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing certificate was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th day of March, 2025, by ANTHONY DIRADO and Mathew Baudo, as President and Secretary, respectively, of COUNTRYSIDE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, (✓) who are personally known to me OR ( ) who produced _____ as identification.

Jennifer Castillo
Notary Public, State of Florida
My Commission Expires:

JENNIFER CATHERINE CASTILLO
Notary Public - State of Florida
Commission # HH 214299
My Comm. Expires Jan 29, 2026
Bonded through National Notary Assn.

COMPOSITE EXHIBIT "A"

SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRYSIDE

KNOW ALL MEN BY THESE PRESENTS: That heretofore the original Master Declaration of Covenants, Conditions and Restrictions for Countryside was recorded in Official Record Book 1264 at Page 588, et seq. of the Public Records of Collier County, Florida, and was amended and restated and recorded in Official Record Book 5394 at Page 2116, et seq. of the Public Records of Collier County, Florida. That Master Declaration of Covenants, Conditions, Restrictions, as it has been previously amended, is hereby further amended and restated in its entirety. This Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions governs all of the Properties previously submitted to the Master Declaration.

NOW, THEREFORE, Countryside Master Association, Inc. (d/b/a Countryside Golf & Country Club) hereby declares that all of the Properties (as defined below) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof

ARTICLE I
DEFINITIONS

Section 1. "Act" means the Florida Homeowners' Association Act, Chapter 720 et seq., as it may be amended from time to time.

Section 2. "Annual Assessment" shall mean the Assessment determined each year by the Board of Directors in accordance with Article VI hereof.

Section 3. "Area" means the neighborhoods identified in Article IV, Section 2 of the Bylaws.

Section 4. "Articles" means the Articles of Incorporation of the Association, including all amendments or modification to those Articles.

Section 3. "Assessment" means money payable to the Association by the Owners of a Lot or Unit as authorized in the Governing Documents which, if not paid, can result in a lien against such Lot or Unit. Also see "Special Assessment" below.

Section 6. "Association" or "Master Association" means Countryside Master Association, Inc., its successors and assigns.

Section 7. "Board of Directors," "Master Board," or "Board" means the Master Association's Board of Directors.

Section 8. "Bylaws" means the Bylaws of the Association, including all amendments or modifications thereto.

Section 9. A "Certificate" is an electronic document in the records of the Association that entitles the holder named therein to all the rights and obligations of full golfing privileges. Certificates are not appurtenant to the holder's Unit.

Section 10. "Common Area" means all real property including the Recreational Facilities and other improvements thereon) now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: (i) real property the use of which is dedicated to the Association or its Members by a recorded plat; or (ii) real property committed by a declaration of covenants to be leased or conveyed to the Association. Although the golf course is part of the Common Area, certain Members have full or limited golfing privileges, as set forth in Sections 9 above and 14 below.

Section 11. "Conveyance" means the transfer of legal title to a Lot or Unit and shall also include the transfer of possession and beneficial ownership by means of an agreement for deed.

Section 10. "Declaration" means this Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Countryside, now or hereafter recorded in the Public Records of Collier County, Florida, and any amendments or modifications thereto.

Section 13. "Electronic Transmission" means any form of communication not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary of the Association that the notice has been given by a form of Electronic Transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

Section 14. "Golf Members" are Owners of a Lot or Unit entitling its Owners to (i) full use of the Common Area and ii) the rights and obligations of full golfing privileges which are appurtenant to the Owner's Lot or Unit.

Section 15. "Governing Documents" means: (a) the recorded Declaration, (b) the recorded Articles, (c) the recorded Bylaws and (d) all Rules, each as may be amended from time to time.

Section 16. "Lot" means any plot of land shown upon any recorded subdivision map of the Properties, except for the Common Area and condominium property. Each Lot contains one single family dwelling.

Section 17. "Member" means every Owner of a Lot or Unit. Membership in the Association, for the purpose of voting and other rights incidental to membership, shall be distinct from membership rights with respect to use privileges and voting with respect to matters relating solely to the golf course and Members with full golfing privileges.

Section 18. "Owner" means the record title holder, as designated in the Association's records, whether one or more persons or entities, of the fee or undivided fee interest in or to any Lot or Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 19. "Properties" means that certain real property described on Exhibit "A" attached to this Declaration and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 20. "Recreational Facilities" are those portions of the Common Area, and related improvements, as generally described in Article XI (Recreational Facilities) of this Declaration.

Section 21. "Rules" means regulations duly enacted by the Board of Directors under the authority of this Declaration, the Articles, or Bylaws.

Section 22. "Social Members" (i) are Owners of a Unit, as to which a membership with full golfing privileges is not assigned as appurtenant; (ii) have full use of the Common Area; and (iii) may utilize the golf course on a space-available basis only and shall be assessed a reasonable fee for playing golf, with the exception that the Owners of One Hundred (100) Units owned by Social Members hold Certificates.

Section 23. "Special Assessment" means an Assessment levied pursuant to the Governing Documents (other than the Assessment required by the Association's annual budget, minimum charges for food and/or beverage service at the clubhouse or other amounts charged to Owners), including those for capital improvements and for unusual, unbudgeted, non-recurring and unexpected expenses.

Section 24. "Unit" means a part of condominium property which is subject to exclusive ownership, together with an undivided share in the common elements appurtenant thereto, as specified in the applicable Declaration of Condominium for condominiums located within the Properties.

Section 25. "Voting Representative" means the president (or the president's designee in writing) of each condominium or homeowners' association having the responsibility to collect and tabulate its members' votes and cast them with the Master Association, as further described in Article III, Section 7 (Association Voting) in the Bylaws.

ARTICLE II
PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Association will ensure that the Common Area and other land for which it may be responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them.

The purpose of the Association shall be to hold record title to, and to operate, maintain and repair the Common Area (including the golf course, Recreational Facilities, roadways, retention

areas, the surface water management system and any improvements thereon, decorative entranceways, including the front entrance brick walls on the culvert and the brick road pavers at the entrance to the Properties and medians in the streets within the Properties); to pay for the costs incident to these responsibilities and the costs of street lighting for the Common Area, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to the Governing Documents, and with regard to any other areas as designated by the Board.

All preserve parcels are to be maintained and left in a natural state by the Association. Notwithstanding the preceding sentence and anything else to the contrary in this Declaration or the other Governing Documents, the Board may construct improvements in Exhibit "A", Countryside at Berkshire Lakes Section One, according to the plat thereof recorded in Plat Book 14, Page 50, Public Records of Collier County, Florida, but subject to any membership approval requirements for the funding and/or financing of such improvements as may be set forth in the Governing Documents.

Section 2. Expansion of the Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII (Additional Property) below, which provides for additions to the Properties pursuant to the General Land Plan as therein more particularly described.

Section 3. Golf Membership and Certificate Holders. There shall be a total of not more than Eight Hundred Fifty (850) memberships with full golfing privileges. Seven Hundred Fifty (750) memberships with full golfing privileges have been assigned as appurtenances to the Lots and Units, whether or not contiguous to the golf course. The aforesaid Seven Hundred and Fifty (750) memberships with full golfing privileges shall not be assignable and/or transferable other than through the Conveyance of the Lot or Unit to which they are appurtenant. Such Conveyance shall be deemed to automatically include the assignment and transfer of the appurtenant golf membership.

Certificates were purchased by one hundred (100) Social Members who, accordingly, have all rights, privileges and obligations as accorded to Golf Members subject only to the provisions herein. A Certificate may be conveyed only with a Unit, unless to another Social Member, in which case the prior written approval of the Master Board shall be required. In no event may a Certificate be assigned or transferred to a Golf Member or to a Social Member already having a Certificate.

Other Social Members shall have all rights and privileges to use the Recreational Facilities, but may utilize the golf course only on a space-available basis, and shall be assessed a reasonable fee for playing golf.

All golfers agree to abide by the covenants, conditions and restrictions contained in this Declaration and the Rules.

Without limitation, the Association shall have the following powers:

A. Regarding the golf course and Recreational Facilities, to exercise the rights more particularly described in Article III (Property Rights) below.

B. To allow public use of the golf course and Recreational Facilities. The Board of Directors may promulgate the rules and regulations regarding the public use of the golf course and Recreational Facilities.

Easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the Lots, Units and condominium property which are subject to these restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from any area of such Lots, Units and condominium property, the flights of golf balls over and upon such Lots, Units and condominium property, the use of necessary and usual equipment upon such golf course (and golf course easement as herein set out), the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the operation of the golf course.

All purchasers of Lots or Units within Countryside hereby consent to the irrigation of the golf course with treated effluent, provided that said effluent is emanated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Regulation or other authorized governmental entity.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner, subject to the limitation stated below, shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to the following provisions:

A. The right of the Association from time to time in accordance with the Governing Documents to establish, modify, amend and rescind reasonable Rules regarding use of the Common Area.

B. The right of the Association to charge reasonable admission and other fees for the use of any Recreational Facility and/or the golf course.

C. The right of the Association to suspend the right to use of the Common Area in accordance with and subject to Article VII (Powers and Duties of the Board of Directors), Section 1 (Powers) of the Bylaws and the Act.

D. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility as provided in the Articles.

E. The right of the Association to grant easements as to the Common Area or any part thereof as provided by the Governing Documents.

F. The right of the Association to otherwise deal with the Common Area as provided by the Articles.

G. The right of the Association to open the Common Area and the golf course for use by non-members of the Association.

H. Each membership carries use privileges to a "family". For the purpose of this subsection (H), a family shall consist of: (a) an Owner, spouse and the Owner's or Spouse's children under twenty-one (21) years of age who reside in the Unit or in the home located on the Lot. In the absence of a spouse in (a), the following options may be deemed acceptable: (b) an unmarried Owner and one other adult at least twenty-one (21) years of age residing in the Unit or in the home located on the Lot; (c) a maximum of two unmarried co-Owners regardless of their relationship; or (d) no more than two individuals, at least twenty-one (21) years of age each, who are designated in writing to the Association by a corporation, trust or other entity holding title to the Lot or Unit. In options (b), (c) and (d), an affidavit will be required attesting to the validity of the required conditions. In all cases where a designation is made by affidavit, one change in designation may be made in any twelve (12) month period without payment to the Association. All subsequent changes in designation in any twelve (12) month period shall require payment to the Association of a fee in an amount determined by the Board of Directors from time to time. The decision as whether two persons reside as defined in option (b) above and the validity of the affidavit will be subject to the discretion of the Board.

Failure to meet the criteria established by options (b), (c) and (d) may result in the termination of membership use privileges of a non-Owner at the sole discretion of the Board.

The Association may specifically limit or place restrictions on the use of the golf course and Recreational Facilities by guests and tenants. Nothing in this Section shall be construed to limit or abridge the power of the Association to formulate, amend and enforce restrictions on the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate his/her right of enjoyment to the Common Area to tenants who reside at the Owner's Lot or Unit, provided the Owner pays a transfer fee and waives any use in writing. Such delegation shall be accomplished through reasonable Rules promulgated by the Board. The Association reserves the right to charge a transfer fee and reasonable golf fees to tenants of Lots and Units with full golfing privileges. Tenants of a Social Member who does not hold a Certificate may golf on a space-available basis only, upon payment of reasonable golf fees. While the Owner may delegate privileges to a tenant, the Owner will be responsible for all unpaid tenant charges.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior approval of the Board.

Section 4. Signs Prohibited. No sign of any kind, other than temporary open house signs, shall be displayed in or on the Common Area without the prior written consent of the Association.

Section 3. Rules. No Owner or other permitted user shall violate the reasonable Rules for the use of the Common Area, as the same are from time to time adopted by the Association.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot or Unit shall be a Member of the Association, subject to and bound by the Governing Documents. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership shall be the sole qualification for membership. An Owner of more than one (1) Lot or Unit shall be entitled to one (1) membership for each Lot or Unit owned. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Unit, and it shall be automatically transferred by Conveyance of that Lot or Unit.

Section 2. Voting on Association Matters. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot or Unit, the vote for such Lot or Unit shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Unit, nor shall any split vote be permitted with respect to such Lot or Unit. Only Members having full golfing privileges may vote on matters relating solely to the golf course.

Section 3. Association Voting. Members who are entitled to cast votes as Members of the Master Association shall cast their votes on Master Association matters directly with their individual condominium or homeowners' associations. The Voting Representative of each condominium or homeowners' association shall have the responsibility to collect and tabulate his or her condominium or homeowners' association's Members' votes and cast them with the Master Association in the manner set forth in Article III (Meetings of Members), Section 7 of the Bylaws.

ARTICLE V
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the other land designated in Article Il (Purpose) hereof in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

The Association shall maintain all ingress/egress easements located within the Properties which are utilized by Members to access the clubhouse, other Recreational Facilities and the golf course, and may levy Assessments relating thereto. The foregoing shall not include any ingress/egress easements which are otherwise to be maintained by any condominium or homeowners' associations other than the Association.

Section 2. General Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "General Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or the General Manager.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as from time to time may be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 4, the term "persons who control or disburse Association funds" includes, but is not limited to, persons who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall maintain insurance or a fidelity bond in accordance with this Section 4 for the Vice President, in addition to the statutory requirement with respect to "persons who control or disburse Association funds". The Association shall bear the cost of any insurance or bond.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the Governing Documents, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot or Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges; (2) Special Assessments including those for capital improvements and unusual, unbudgeted, non-recurring and unexpected expenses; (3) minimum charges, if any, for food and/or beverage service; and (4) communications services as defined in Section 202.11, Florida Statutes, information services or Internet services obtained pursuant to a bulk contract and other services provided by the Master Association, all of which shall be established and collected as provided in this Declaration.

Except as provided in this Declaration with respect to a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments, Special Assessments, charges, minimum charges for food and/or beverage service, and a fine against a Lot or Unit that is equal to or exceeds $1,000.00, together with interest, late fees, costs and reasonable attorneys' fees, that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover from the previous Owner any amounts paid by the present Owner.

Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessments, Special Assessment, charges, minimum charges for food and/or beverage service, and a fine against a Lot or Unit that is equal to or exceeds $1,000.00. The

order of application of payments applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Fla. Stat. and is not a fine.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under the Governing Documents. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes, assessments and special assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; and such other needs as may arise.

Section 3. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment 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 and for other purposes as designated by the Association. If a Special Assessment is required for a capital improvement relating solely to the golf course, that Special Assessment must be approved only by two-thirds (2/3) of the Members having full golfing privileges, and shall be made solely against Members having full golfing privileges. If a Special Assessment is required for a capital improvement that does not relate solely to the golf course, that Special Assessment must be approved by two-thirds (2/3) of the Members having full golfing privileges and two-thirds (2/3) of the Members who do not have full golfing privileges, and shall be made against all Members.

Section 4. Notice and Quorum for Any Special Assessment for Capital Improvements. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members who are entitled to vote on the Special Assessment and who will be obligated to pay the Special Assessment, not less than thirty (30) nor more than sixty (60) days in advance of the meeting. The quorum for such meeting shall be as set forth in the Bylaws.

Section 3. Assessment Rate. The Annual Assessment shall be fixed by the Board.

Section 6. Special Assessments for Other than Capital Improvements. The Board shall have the authority to approve Special Assessments for unusual, unbudgeted, non-recurring and unexpected expenses, in addition to Special Assessments adopted pursuant to the emergency powers provided by Section 720.316 of the Act.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area or any other homeowners' or condominium association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency or any property utilized for commercial purposes.

Section 8. Date of Commencement of Annual Assessments and Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot or Unit at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The Annual Assessments shall be due on the first day of each fiscal year.

Section 9. Estoppel Certificates. Within fifteen (15) days after the date on which a request for an estoppel certificate is received from an Owner or mortgagee, or his or her designee, the Association shall provide a certificate signed by an officer or authorized agent of the Association stating all Assessments, Special Assessments, charges and other moneys owed to the Association by the Owner or mortgagee with respect to the Lot or Unit. The Association may charge a fee for the preparation of each certificate, and the amount of such fee must be stated on the certificate. The authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. Any person other than an Owner who relies upon such certificate receives the benefits and protection thereof.

Section 10. Lien for Assessments. The Annual Assessment, Special Assessments, charges, minimum charges assessed against a Lot or Unit and a fine against a Lot or Unit that is equal to or exceeds $1,000.00, together with interest, late fees and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot or Unit in favor of the Association. Except as otherwise set forth in the Act, the Association's lien is effective from and shall relate back to April 27, 1987 (the date on which the original Master Declaration of Covenants, Conditions and Restrictions for Countryside was recorded). The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Collier County, Florida, setting forth the description of the Lot or Unit, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment, Special Assessment, charge, minimum charges and a fine against a Lot or Unit that is equal to or exceeds $1,000.00 as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel.

The Association may file a Claim of Lien against a Lot or Unit for unpaid Assessments, Special Assessments, charges, minimum charges assessed against a Lot or Unit and a fine against a Lot or Unit that is equal to or exceeds $1,000.00, after written notice or demand for such past due amounts has been made by the Association. The written notice or demand must (i) provide the Owner with forty-five (45) days following the date the notice is deposited in the mail to make payment for all amounts due, including any attorney's fees and actual costs associated with the preparation and delivery of the written demand; and (ii) be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his/her last address as reflected in the records of the Association, if the address is within the United States, and to the address of the Lot or Unit if the Owner's address as reflected in the records of the Association is not the Lot or Unit address. If the Owner's address is outside the United States, the Association may send the notice to that address and to the Lot or Unit address via first-class United States mail.

An action to foreclose the Claim of Lien may not be brought until forty-five (45) days after the Owner has been provided notice of the Association's intent to foreclose and collect the unpaid amount. The notice must be given in the manner provided in the preceding paragraph of this

Section 10, and the notice may not be provided until the passage of the forty-five (45) days required in such preceding paragraph.

A Claim of Lien shall secure payment of all Assessments, Special Assessments, charges, minimum charges assessed against a Lot or Unit and a fine against a Lot or Unit that is equal to or exceeds $1,000.00, which are due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, Special Assessments, charges, minimum charges assessed against a Lot or Unit and a fine against a Lot or Unit that is equal to or exceeds $1,000.00, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

Section 11. Remedies for Nonpayment of Assessments, Special Assessments and Charges. Any Assessment, Special Assessment or charge not paid within thirty (30) days after the due date shall bear interest and late fees from the due date at the maximum rate allowed by law. Assessments and installments on Assessments, Special Assessments, charges, minimum charges assessed against a Lot or Unit and a fine against a Lot or Unit that is equal to or exceeds $1,000.00, that are not paid when due bear interest from the due date until paid at the highest rate provided by law. The Association may also charge a late fee not to exceed the greater of Twenty-Five Dollars ($25.00) or five percent (5%) of the amount of each installment that is paid past the due date, or the maximum late fee permitted by the Act. The Association may bring an action at law against the Owner personally obligated to pay the same, without first foreclosing or waiving lien rights securing the same. No Owner may waive or otherwise escape liability for amounts provided for herein by non-use of the Common Area, or abandonment of the Lot or Unit.

Section 12. Foreclosure. The lien for sums assessed pursuant to the Governing Documents may be enforced by judicial foreclosure by the Association in the manner set forth in the Act. The Association shall have the right and power to bid at the foreclosure sale to acquire the Lot or Unit foreclosed and thereafter so hold, convey, lease, rent, encumber, and otherwise deal with the same as the Owner thereof.

Section 13. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot or Unit shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration but to be construed in its favor.

Section 14. Subordination of the Lien to First Mortgages. Notwithstanding anything to the contrary set forth in this Declaration, with respect to first mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. The lien provided for herein shall be subordinate to the lien of any first mortgage to the least extent provided pursuant to the Act, unless the Association's Claim of Lien was recorded prior to the first mortgage.

The lien provided for herein shall have priority over any other lien, regardless of when recorded. Sale or transfer of any Lot or Unit shall not affect them. However, the sale or transfer of

any Lot or Unit pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish such lien as to payments which became due prior to such sale or transfer, but only to the least extent provided by the Act. No sale or transfer shall relieve such Lot or Unit from liability for any Assessments, Special Assessments, charges, minimum charges assessed against a Lot or Unit and a fine against a Lot or Unit that is equal to or exceeds $1,000.00 thereafter becoming due or from the lien thereon.

When a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage obtains title to a Lot or Unit as a result of a foreclosure of its mortgage in which it sues the Owner and initially joins the Association in the mortgage foreclosure action, or obtains title to a Lot or Unit as a result of a deed in lieu of foreclosure, such first mortgagee or its successor or assignee as a subsequent holder of the first mortgagee which acquires title shall not be liable for unpaid Assessments, Special Assessments, charges, minimum charges assessed against a Lot or Unit and a fine against a Lot or Unit that is equal to or exceeds $1,000.00, or interest, late fees, collection costs and attorneys' fees and costs incurred by the Association, that came due prior to such acquisition of title, but only to the least extent provided by the Act. However, if the Association's Claim of Lien was recorded prior to the first mortgage, the first mortgagee or its successors or assigns as a subsequent holder of the first mortgage which obtains title shall be liable for all unpaid amounts plus interest at the maximum rate of law, late fees collections costs and attorneys' fees.

Section 15. Resale Capital Contribution. A resale capital contribution, the amount of which is established annually at the sole discretion of the Master Board, shall be due and payable to the Association by the transferee upon Conveyance of a Lot or Unit. The Board shall inform the Members at least thirty (30) days prior to the commencement of the next fiscal year of the amount of the resale capital contribution that will apply to property resale closings that occur in such fiscal year. If the Board does not inform the Members at least thirty (30) days prior to the commencement of the next fiscal year as required above, the resale capital contribution that will apply to property resale closings in such fiscal year shall remain at the same level as in the preceding fiscal year.

Such contributions will be payable at the property resale closing and upon payment shall be placed in a Resale Capital Contribution Fund, specifically designed for future improvements to the Common Area.

Payment of the resale capital contribution shall be the legal obligation of the transferee and shall be secured by a continuing lien as provided by Article VI, Section 10 of this Declaration and the Act.

The following Conveyances shall be exempt from payment of the resale capital contribution: (a) by a co-Owner to any person who was a co-Owner immediately prior to such Conveyance, (b) to the Owner's estate, surviving spouse, or other heirs resulting from the death of an Owner, (c) to a trustee or the Owner's spouse, without change in occupancy, solely for estate planning or tax reasons, (d) to a mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Provided however, that upon a Conveyance that occurs following an exempt Conveyance described in (a) through (d) above, the resale capital contribution shall be due and payable.

Notwithstanding anything to the contrary contained herein, if an existing Owner acquires a second Lot or Unit within Countryside for the purpose of relocating the Owner's primary residence to the second Lot or Unit, then the amount of the resale capital contribution required to be paid for the Conveyance of the second Lot or Unit shall be equal to twenty percent (20%) of the full resale capital contribution set for the applicable fiscal year, provided that (i) the existing Owner actually relocates to the second Lot or Unit, (ii) the first Lot or Unit is conveyed no later than six (6) months following Owner's closing on the second Lot or Unit, and (iii) the Conveyances are consistent with the intent of providing this opportunity only to those Owners who are actually relocating to a new Lot or Unit in Countryside. If there is no Conveyance of the prior Lot or Unit within the six (6) month period, the Owner will be required to pay the resale capital contribution that would have been required for the second Lot or Unit.

ARTICLE VII
ADDITIONAL PROPERTY

Section 1. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and in Article IV(g) of the Articles and made subject to all the terms of the Governing Documents as if part of the Properties initially included within the terms hereof.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, either of the following procedure:

A. Addition in Accordance with a General Land Plan. The Association shall have the right from time to time, in its discretion, to bring within the jurisdiction and control of the Association and make subject to the Governing Documents, any additional land. In the Association's sole discretion, portions of such land may be designated as Common Area.

B. Mergers. Upon a merger or consolidation of the Association with another not-for-profit corporation, its property (whether real or personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other not for profit corporation may. by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with respect to the Properties.

Section 3. General Provisions Regarding Additions to the Properties. No addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as provided herein.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. The Master Board also reserves the right to enforce all restrictions, covenants, rules and regulations as outlined in any homeowners' or condominium association's legal documents. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any litigation referenced in Section 720.305 of the Act or between the Association and a condominium or homeowners' association in the Properties is entitled to recover reasonable attorney's fees and costs. The Association shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Each Owner and the Owner's tenants, guests and invitees in each homeowners' or condominium association governing a particular Area, are governed by and must comply with the Governing Documents. An action at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions, may be brought by the Association against any Owner, tenant, guest or invitee, or any homeowner or condominium association. In addition, the Association may levy reasonable fines in any amount not to exceed that permitted by Florida law against any Member, tenant, guest or invitee. In all cases, the Owner of the related Lot or Unit shall be responsible for the acts of the tenant, guest or invitee.

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 thirty (30) 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 by vote of not less than two-thirds (2/3) of all Members, provided that if the amendment relates solely to the golf course or Members with full golfing privileges, the amendment must be approved only by a vote of not less than two-thirds (2/3) of the Members with full golfing privileges. However, in no event shall this Declaration be amended by the Members with full golfing privileges in a manner that materially and adversely affects the rights of the Members without full golfing privileges. Although this Declaration shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of this Declaration, the Board of Directors shall have the authority to amend this Declaration in order to conform the provisions hereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend this Declaration to correct scrivener's errors or omissions, and amend and restate this Declaration in order to consolidate into one document amendments previously adopted by the members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

Any amendment will be effective on the date recorded and the Association shall provide copies to the Members within thirty (30) days of recording. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment and it is not changed before the vote, in lieu of providing copies, the Association may notify the Members that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy is available to the Member at no charge upon written request. Such notice and copies may be provided electronically to those who have consented to receive notices electronically. The failure to timely provide notice of the recording does not affect the validity or enforceability of the amendment.

Section 4. Exception. Any amendment which affects the surface water management system, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.

Section 5. Interpretation. Unless the context otherwise requires, the use in the Governing Documents of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation" or "including, but not limited to." The headings used in the Governing Documents are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE IX
EASEMENTS

Section 1. Each Lot or Unit and the Common Area shall be subject to existing easements for public utilities purposes (including fire and police protection, garbage and trash removal, water and sewage system, electric and gas service) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or Unit or the Common Area in furtherance of such easements. The easement areas contained in any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Lot Owner whether or not the utility company properly maintains the easement area. The Association and its vendors, contractors and employees, have a blanket easement throughout the Properties for maintenance, repair and replacement of the Common Area and improvements located thereon and for carrying out the Association's responsibilities pursuant to this Declaration.

Section 2. The Board reserves the right, without joinder or consent of any person or entity whatsoever, to grant such additional easements, including irrigation, wells and pumps. cable television, television antennas, electric, gas, water or other utility easements, or to relocate any existing utility easement in any portion of the Properties as the said Board shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Lot or Unit Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot or Unit for permitted purposes.

ARTICLE X
USE RESTRICTIONS

Section 1. Commercial Activities Prohibited. No trade or business may be conducted in or from any Unit or other dwelling, except that an Owner or occupant residing in a Unit or other dwelling may conduct business activities within the Unit or other dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit or other dwelling: (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming into the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used above, shall be construed to have their ordinary, generally accepted meanings, and shall include any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is or is not intended to or does or does not generate a profit; or (iii) a license is required therefor.

Notwithstanding anything to the contrary in this Section 1, real estate brokers and salespersons, Owners and their agents may show Lots and Units for sale or lease and may sell and lease Lots and Units.

Section 2. Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings, other than the dwelling and its required garage, shall, at any time be erected on a Lot or Unit without the prior written approval of the Master Board.

Section 3. Maintenance of Improvements. Every Lot or Unit Owner shall maintain in good condition and repair all improvements constructed upon all Lots or Units. No Lot Owner shall change the exterior color of any dwelling, including the roof thereof, without the prior written approval of the Master Board.

Section 4. Storage; Clothes Hanging. No Lot or Unit shall be used for the storage of rubbish. Outside clothes hanging devices on a Lot or Unit shall not be permitted.

Section 3. Lot Upkeep. All Owners of Lots shall, at a minimum, keep the grass regularly cut and all trash and debris removed.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon or in any Lot or Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including a high noise level due to activity, barking dogs or electronic devices. No automobile or other vehicle mechanical repairs or like activity shall be conducted on or in any Lot or Unit other than in a garage and concealed from public view.

Section 7. Lawns. Each Lot or Unit shall be maintained in a neat condition by the Owner thereof. In this context, the words "Lot" shall include that portion of property from the boundary of the Lot to the adjacent paved road surface. "Neat" shall require at a minimum that the lawn be regularly watered, cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the neighborhood. All Lots must have grassed front lawns and grassed or mulched side and rear lawns. No gravel or similar type lawns are permitted. However, the Association may not prohibit or enforce this Declaration so as to prohibit any Owner from implementing Florida-friendly landscaping. as defined in Section 373.185, Florida Statutes on his or her land or create any requirement or limitation in conflict with any provision of part Il of Chapter 373, Florida Statutes or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of Chapter 373, Florida Statutes.

Section 8. Failure to Maintain. If the Owner of a Lot or Unit shall fail to maintain such Lot (including any structure thereon) or Unit as required, the Association, after giving such Owner at least ten (10) days written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot or Unit for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefore, regardless of amount, shall be secured by a lien on the Lot or Unit.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Unit, except that cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property. All animals shall be on a leash when outside the Owner's Lot. Owners are responsible to see that no fecal matter is left behind by such animal.

Section 10. Signs. No signs shall be displayed on Lots or Units with the exception of "Security," "For Sale," or "Open House" Signs. "For Sale" signs are restricted to one (I) on-premises sign (on or in the window) with the sign not to exceed four (4) square feet in size. "Open House" signs shall not be located within fifteen (15) feet of any property line, right of way or access easement. "Security" signs must be of reasonable size, provided by the service provider, and placed within ten (10) feet of any entrance to the home.

Section 11. Water Retention Areas. Each Owner of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of the Lot. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas. All uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such Rules as the Board of Directors may adopt from time to time.

Section 10. Vehicles. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a garage. Boats, boat trailers, commercial motor vehicles as defined in Section 320.01(25) of Florida Statutes, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like and any vehicles not in operable condition or validly

licensed, must only be kept inside a garage and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six hours or overnight.

Section 13. Fences. Except as otherwise provided by Rule or action by the Master Board, no fences of any nature may be constructed on any condominium property or Lot.

Section 14. Drones and Other Aerial Devices. No Member, guest, tenant, occupant or invitee may use or operate drones or other aerial devices, including motorized planes and sky lanterns in the Properties.

ARTICLE XI
RECREATIONAL FACILITIES

The Recreational Facilities described in this Article have been constructed as part of the Common Area owned, operated and maintained by the Association, such as:

- Clubhouse
- Cart Barn (including the former sales office)
- Pro Shop
- Driving range, putting greens, and chipping areas
- Wellness center
- Swimming pool, deck and spa
- Four tennis, four pickleball and two bocce courts, including restroom, viewing, and storage structures

ARTICLE XII
ARCHITECTURAL CONTROL

No exterior change or modification shall be made to any residential dwelling, nor shall any walls, structures or improvements be added to a Lot or Unit until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to the Architectural Control Committee and approved in writing by the Board of Directors, following its consideration of any recommendations from the Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

No approval shall be given by the Board or the Architectural Control Committee pursuant to the provisions of this Article and the Rules (including architectural control criteria) unless they determine, in their sole discretion, that such approval shall (1) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration and the Rules; and (4) conform to or enhance, in the sole opinion of the Board or the Architectural Control Committee, the aesthetic appearance of the Properties.

Neither the Association, the Board, nor any member of the Board or the Architectural Control Committee shall have any liability to anyone by reason of any acts or action taken in good

faith pursuant to this Article. If the Board or the Architectural Control Committee denies a request or application, the Association or Architectural Control Committee must provide written notice to the Owner stating with specificity the rule or covenant on which the Association or the Architectural Control Committee relied when denying the request or application and the specific aspect of the proposed improvement that does not conform to the rule or covenant.

ARTICLE XIII
CONFLICTING PROVISIONS

The Governing Documents shall have priority over any conflicting provisions of the governing documents of any homeowners' or condominium association located within Countryside. In the case of any conflict that cannot be reconciled between this Declaration and the Articles or Bylaws, this Declaration shall control and in the case of any conflict that cannot be reconciled between the Articles and the Bylaws, the Articles shall control.

ARTICLE XIV
DISCLAIMER

THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED, TO MAINTAIN OR SUPPORT SECURITY FEATURES WITHIN THE PROPERTIES DESIGNED TO MAKE THE PROPERTIES SAFER THAN THEY MIGHT OTHERWISE BE, INCLUDING GATES AND CAMERAS. THE ASSOCIATION DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE SECURITY OF THE PROPERTIES OR THE EFFECTIVENESS OF ANY SUCH SECURITY FEATURES. ALL OWNERS AND OCCUPANTS IN THE PROPERTIES AGREE TO SAVE AND HOLD THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY AND SECURITY WITHIN THE PROPERTIES.

EXHIBIT "A"

Countryside at Berkshire Lakes Section One, according to the plat thereof recorded in Plat Book 14, Pages 50 et seq., Public Records of Collier County, Florida.

Countryside at Berkshire Lakes Section Two, according to the plat thereof recorded in Plat Book 14, Pages 55 et seq., Public Records of Collier County, Florida.

Countryside at Berkshire Lakes Section Three, according to the plat thereof recorded in Plat Book 14, Pages 78 et seq., Public Records of Collier County, Florida.

Countryside at Berkshire Lakes Section Four, according to the plat thereof recorded in Plat Book 18, Page 1 et seq., Public Records of Collier County, Florida.

SECOND AMENDED AND RESTATED BYLAWS OF COUNTRYSIDE MASTER ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Countryside Master Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 600 Countryside Drive, Naples, Florida, 34104, but meetings of Members and Directors may be held at such places within the State of Florida, as may be designated by the Master Board of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms not defined herein have the meanings ascribed to them in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held during the first quarter of each calendar year, at a date, time, and place determined by the Board. At the annual meeting the Members shall elect Directors and may transact any other business authorized to be transacted by the Members. The annual meeting shall be held in Collier County, Florida, except when a state of emergency is declared pursuant to Section 252.36, Florida Statutes.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the Master Association President or by the Master Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of all Members. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting. Special meetings shall be held in Collier County, Florida except when a state of emergency is declared pursuant to Section 252.36, Florida Statutes.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under Section 3 (Special Assessments for Capital Improvements) of Article VI (Covenant For Maintenance Assessments) of the Declaration shall be given to all Members not less than thirty (30) nor more than sixty (60) days in advance of such meeting.

(b) The Association shall give all Members actual notice and the agenda for all membership meetings, which shall be mailed, delivered, or electronically transmitted not less than fourteen (14) days prior to the meeting (or not less than thirty (30) nor more than sixty (60) days in advance of a meeting as applicable to (a) above). The notice must be sent or delivered to each

Member at the address which appears in the Association's official records. The notice must also be posted on the Association's website. Copies of any documents listed on the agenda or to be considered at the meeting must be posted on the Association's website at least seven (7) days prior to the meeting. Evidence of compliance with all notice requirements shall be made by an affidavit executed by the person providing notice and filed among the official records of the Association. However, an affidavit of the Secretary of the Association that the notice has been given by a form of Electronic Transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice. Electronic notice shall be provided only if the Member has consented in writing to receive notice by Electronic Transmission. Electronic Transmission may not be used as a method of giving notice of a meeting called in whole or in part for the purpose of recalling (removing) one or more Directors from the Board. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable Rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

(c) If ownership of a Lot or Unit is transferred after notice has been mailed, no separate notice to the new Member is required.

(d) Consent by a Member to receive notice by Electronic Transmission shall be revocable by the Member by written notice to the Association. In addition, any such consent shall be deemed revoked if the Association is unable to deliver by Electronic Transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting of other action.

(e) The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented in writing to receive notices by Electronic Transmission, such information shall be considered an official record until the Member has revoked such consent in writing. However, the Association is not liable for an erroneous disclosure of electronic mail address or facsimile number.

(f) Delivery of notice pursuant to subsection (a) or (b) to any co-Owner of a Lot or Unit shall be effective as to all such co-Owners of such Lot or Unit, unless a co-Owner has requested the Secretary in writing that notice be given to such co-Owner and furnished the Secretary with the address to which such notice may be delivered by mail or other means as set forth in (b) above.

Section 4. Quorum. The Voting Representatives who represent at least thirty percent (30%) of all the votes of the Members shall constitute a quorum at any meeting of Members, except as otherwise provided in the Articles, the Declaration, or these Bylaws. Members shall be represented by the Voting Representative of each condominium association or homeowners' association. Notwithstanding the foregoing, if a vote occurs that relates solely to the golf course

or Members with full golfing privileges, Voting Representatives who represent at least thirty percent (30%) of all of the votes of such Members shall constitute a quorum for such purpose. If a quorum shall not be present or represented at any meeting, the Voting Representatives entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than by so announcing at the meeting, until a quorum as aforesaid shall be present or represented. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Voting Representatives, so as to reduce the number of Members represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

Section 5. No Proxies. All voting at meetings of the Members of the Master Association is by the duly authorized Voting Representatives of each homeowners' association and condominium association, as provided in Section 7 (Association Voting) below. Each Voting Representative or designee (in writing) must be present in person in order to vote. Accordingly. proxy voting is not allowed.

Section 6. Majority Vote. The acts approved by a majority of the votes cast at a meeting at which a quorum has been established shall constitute the acts of the Members, except when approval by a greater or different voting majority is required by the Declaration, the Articles or these Bylaws.

Section 7. Association Voting. Members who are entitled to cast votes as Members of the Master Association shall cast their votes on Master Association matters directly with their individual condominium or homeowners' associations. The Voting Representative of each condominium or homeowners' association shall have the responsibility to collect and tabulate his or her condominium or homeowners' association's Members' votes and cast them with the Master Association as follows: the Voting Representatives for Countryside Homeowners Association II, Inc., Countryside Homeowners Association III, Inc., Countryside Homeowners Association IV, Inc. and Countryside Homeowners Association V, Inc. ("As Cast Associations") shall cast votes on behalf of their Members as cast (i.e., in the same manner as originally cast by said Members). However, the Voting Representative for an As Cast Association shall cast votes "in a block" if the recorded governing documents for that As Cast Association are amended to require block voting. The Voting Representatives for all other homeowners' associations and condominium association shall cast votes on behalf of their Members in a block.

Notwithstanding the foregoing in this Section 7, the election of Directors to the Master Board shall be conducted and tabulated on an as cast basis.

Section 8. Voting Rights. All votes shall be cast in the manner provided in these Bylaws. When more than one person or entity holds an interest in any Lot or Unit, the vote for such Lot or Unit shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Unit nor shall any split vote be permitted. As provided in the Declaration, only Members having full golfing privileges may vote on matters relating solely to the golf course or to the Members having full golfing privileges.

Section 9. Waiver of Notice. Any Member may waive notice of any annual or special meeting of Members in writing signed at any time. Attendance by a Member constitutes waiver of

notice and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section 10. Minutes. Minutes of all meetings of Members shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Master Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be supervised by a Board of nine (9) Directors.

Section 2. Neighborhood Representation; Term of Office. In order to provide for a Board which is proportionately representational of all Areas within Countryside, the community has been divided into seven (7) Areas as follows:

Area 1 - Single Family Homes I – V
Area 2 - Countryside Verandas One – Four
Area 3 - Country Hollow Complex
Area 4 - Country Glen Complex
Area 5 - Country Manor Complex
Area 6 - Country Haven Complex
Area 7 - Countryside Condominiums

The Members in each of Areas 2, 3, 4, 6 and 7, through their respective Voting Representatives, shall be entitled to elect one (1) Director. The Members in each of Areas 1 and 5, through their respective Voting Representatives, shall be entitled to elect two (2) Directors. Only the Voting Representatives from the condominium or homeowners' associations operating property within a specific Area may participate in the election of a Director who represents that Area. Each Director must be: the Owner of a Lot or Unit in the Arca to be represented; or, if the Owner is not one or more individuals (including one or more trustees), any officer, director, partner, manager or managing member of such Owner, or the spouse of such Owner or officer, director, partner, manager, or managing member.

(a) A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board may not seek election to the Board, and his or her name shall not be listed on the ballot. A person serving as a Director who becomes more than ninety (90) days' delinquent in the payment of any fee, fine or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board, creating a vacancy on the Board to be filled according to law. The term “any fee, fine or other monetary obligation” means any delinquency to the Association with respect to any Lot or Unit.

(b) A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, may not seek election to the Board and is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a person was ineligible to seek election to the Board or that a Director is ineligible for Board membership.

(c) A Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

(d) Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written Rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. In addition, within ninety (90) days after being elected or appointed to the Board, the newly elected or appointed Director must submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division"). The educational certificate is valid for up to four (4) years. A Director who does not timely file the educational certificate shall be suspended from the Board until he or she complies with the requirements set forth above. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's educational certificate for inspection by the Members for five (5) years after the Director's election. However, the failure to have such educational certificate on file does not affect the validity of any Board's action. In addition to the initial education, each Director must complete at least four (4) hours of continuing education annually.

(e) A Director will serve until the annual meeting at which a successor is duly elected, unless such Director sooner resigns or is recalled as provided in Section 3 (Removal; Vacancies; Resignation) below. Except as provided in Section 3 below, all Directors shall be elected to three (3) year terms.

Section 3. Removal; Vacancies; Resignation. Any or all Directors may be removed ("recalled") from the Master Board, with or without cause, by a majority of all of the Members from the Area which he/she represents, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act. Other than in the event of a recall pursuant to which a majority of the Directors are recalled, any vacancy occurring on the Board before the expiration of a term may be filled by an affirmative vote of the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. Such appointment shall be done after consultation with the association Presidents from the applicable Area(s). The successor must be eligible to serve as a Director for

that Area. In the alternative, the Board may hold an election to fill the vacancy, in which case the election procedure must conform to the requirements herein. A Director appointed or elected under this Section 3 shall serve for the unexpired term of the seat being filled. If enough vacancies on the Board are not filled so that the number of remaining Directors is insufficient to constitute a quorum, or if no Director remains on the Board, any Member may petition the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida to have a receiver appointed in accordance with Section 720.3053 of the Act. Filling vacancies by recall is governed by Section 720.303(10) of the Act and administrative rules adopted by the Division.

A Director may resign at any time by delivering written notice to the Board or the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

Section 4. Compensation. No Director, officer or committee member shall receive compensation for any service rendered to the Association as a Director, officer or committee member and may not in any other way benefit financially from service to the Association. However, the preceding sentence shall not preclude:

(a) Participation by such person in a financial benefit accruing to all or a significant number of Members as a result of actions lawfully taken by the Board or a committee of which she/he is a member, including routine maintenance, repair or replacement of community assets.

(b) Reimbursement for out-of-pocket expenses incurred by such person on behalf of the Association, subject to preapproval, or where preapproval is not practicable, by the Board, based upon examination of the facts and circumstances under which the Director, officer or committee member incurred such out-of-pocket expenses.

(c) Any recovery of insurance proceeds derived from a policy of insurance maintained by the Association for the benefit of its Members.

(d) Any fee or compensation authorized in advance by vote of a majority of the Members voting through their Voting Representatives at a meeting of the Members.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At each annual meeting, the Members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. At least ninety (90) days before each meeting of the Members at which Directors are to be elected, the Board shall implement a procedure whereby written notice of the impending election is sent to the pertinent Members. Any person eligible to serve as a Director who wishes to be a candidate shall have a reasonable opportunity to notify the Master Association in writing of their desire to be a candidate by a specified deadline and furnish a brief personal resume indicating the candidate's background and qualifications. All eligible persons who give timely notice of their desire to be candidates shall be listed alphabetically by Area in the notice of the meeting and on the Area ballots distributed or used by the Association. Copies of the personal resumes furnished by the candidates shall also be

included with the notice. An election is not required unless more candidates nominate themselves than vacancies exist. Nominations from the floor at the annual meeting are prohibited. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

Section 2. Election. Elections of Directors by the Voting Representatives of the Members shall be by written ballot. Directors shall be elected by secret ballot (using a double envelope system) or by means of remote communication in accordance with the Act and these Bylaws. After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Lot or Unit for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Lot or Unit, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a Lot or Unit, the ballots for that Lot or Unit shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. The Voting Representative of each condominium or homeowners' association eligible to vote shall be entitled to cast the vote for that association. The nominee for each seat receiving the largest number of votes "as cast" shall be elected.

The Association may conduct elections and other membership votes through an internet-based online voting system if a Member consents, in writing or by an Electronic Transmission, to online voting and all requirements in Section 720.317 of the Act are met.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at least twice per year (i.e., the organizational and budget meetings) with notice to each Director at least three (3) days in advance, at such place and hour as may be fixed from time to time by resolution of the Board. Written notice of meetings shall be given to each Director, delivered personally or by mail or Electronic Transmission. If notice is transmitted by facsimile, notice shall be effective if correctly directed to a facsimile number at which the Director has consented to receive notice. If notice is transmitted by a different method of Electronic Transmission, notice shall be effective if correctly directed to an electronic address at which the Director has consented to receive notice.

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

Section 3. Quorum. A quorum shall exist when at least a majority of all Directors are present at a duly-called meeting. Directors may participate in any meeting by telephone or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person. Every act or decision done or made by a majority of the Directors present and voting at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may not vote by proxy or by secret

ballot at Board meetings, except that secret ballots may be used in the election of officers. A Director who is present at a meeting of the Board when corporate action is taken is deemed to have assented to the action taken unless: (i) the Director objects, at the beginning of the meeting or promptly upon his or her arrival, to holding the meeting or transacting specified affairs at the meeting; or (ii) the Director votes against or abstains from the action taken.

Section 4. Waiver of Notice. Notwithstanding any provision of these Bylaws as to notice, a Director may waive notice of any meeting either before, at, or after such meeting. Attendance at a meeting by a Director shall also act as waiver of notice thereof and a waiver of all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

Section 5. Adjourned Meeting. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted. Notice of such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other Directors as well. In addition, notice of any such adjourned meeting must be posted as set forth in Section 6 below.

Section 6. Notice to Members of Board Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to Members except for meetings (or portions of meetings): between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or held for the purpose of discussing personnel matters. Notices of all Board meetings must include the agenda items for the meeting and shall be posted in a conspicuous place in the Properties for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board. As an alternative to posting meeting notices, the Board may provide the Members with a schedule of regular meetings, or provide notice by posting and repeatedly broadcasting the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically in the Properties, the notice must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice to the Members of meetings of the Board, meetings of a committee requiring notice in the same manner as meetings of the Board, and annual and special meetings of the Members may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes. In addition, notice, the agenda and any other document required for such meeting must be posted on the Association's website no later than the dates required for notice in this Article VI, Section 6 hereof. Notice by Electronic Transmission is effective: when actually transmitted by facsimile

telecommunication, if correctly directed to a number at which the Member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of: (i) such correct posting, (ii) the giving of a separate notice to the Member of the fact of such specific posting; or (iii) when correctly transmitted to the Member, if by any other form of Electronic Transmission consented to by the Member to whom notice is given.

Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak for at least three (3) minutes on any matter that is placed on the Board meeting agenda by petition of the membership pursuant to Section 720.303(2)(d) of the Act. The Association may adopt written reasonable Rules expanding the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, (including a sign-up sheet requirement), which Rules must be consistent with the minimum requirements of Section 720.303(2)b) of the Act.

Special Assessments may not be considered or levied at a Board meeting unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice shall include a statement that Special Assessments will be considered at the meeting and the nature of the Special Assessments. Written notice of any meeting at which Special Assessments or amendments to Rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted in a conspicuous place in the Properties not less that fourteen (14) days before the meeting. Notwithstanding the foregoing, Article VI of the Declaration, Sections 3 (Special Assessments for Capital Improvements) and 4 (Notice and Quorum for Any Special Assessment for Capital Improvements) contain procedures for the noticing and adoption of Special Assessments for capital improvements at a Members' meeting. For purposes of this Section 6, Assessments shall be deemed "considered" for the purpose of notice requirements when such items are being presented for a vote of the Board and not for general discussions regarding Assessments. Assessments may not be voted upon by the Board without proper notice under this Section 6.

If twenty percent (20%) of the Members petition the Board to address an item of business, the Board shall at its next regular meeting or at a special meeting but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the fourteen (14) day notice requirement referenced above. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 7. Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote

or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

(a) *Rules.* The Board may adopt and publish Rules governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, Association operations and for such other purposes as set forth in the Governing Documents, and to establish penalties for infraction thereof.

(b) *Fines for Violations.* The Board may levy reasonable fines against any Member or any Member's tenant, guest or invitee for the failure of the Owner of a Lot or Unit or its occupant licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed $100.00 per violation (or the maximum amount permitted by the Act) against any Member or any Member's tenant, guest or invitee for the failure of the Owner or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing. A fine of less than $1,000 may not become a lien against a Lot or Unit.

(c) *Suspensions for Violations.* The Board may suspend, for a reasonable amount of time, the right of a Member, or a Member's tenant, guest or invitee, to use the Common Area (including the golf course and Recreational Facilities), for the failure of the Owner of the Lot or Unit or its occupant, licensee or invitees to comply with any provision of the Governing Documents. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Lot or Unit. Suspension of such use rights may not prohibit an Owner or tenant of a Lot or Unit from having vehicular and pedestrian ingress to and egress from the Lot or Unit, including the right to park. However, the Association may deactivate the gate entry mechanism (e.g., access sticker, code or transponder) otherwise provided to Owners and require entry to the Properties in the same manner as a non-Owner.

(d) *Procedures for Violations.* A fine or suspension pursuant to subsections (b) and (c) above may not be imposed by the Board without at least fourteen (14) days' written notice of the right to a hearing to the Owner sought to be fined or suspended at his or her designated mailing or electronic mail address in the Association's official records and, if applicable, to any occupant, licensee, or invitee of the Owner sought to be fined or suspended. The notice must include a description of the alleged violation, the specific action required to cure such violation, if applicable, and the hearing date, location, and access information if held by telephone or other electronic means. Such hearing must be held within ninety (90) days after issuance of the notice before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. The committee may hold the hearing by telephone or other electronic means. If the committee, by majority vote, does not approve the fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine

or suspension levied by the Board Within seven (7) days after the hearing, the committee shall provide written notice to the Owner at his or her designated mailing or electronic mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the Owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the Owner or any occupant, licensee, or invitee of the Owner may cure the violation, if applicable or fulfill a suspension, or the date by which a fine must be paid. If a violation is cured before the hearing or in the manner specified in the written notice, the fine or suspension may not be imposed. If the violation is not cured and the fine or suspension levied has been approved by the committee by a majority vote, the committee must set a date by which the fine must be paid, which date must be at least thirty (30) days after delivery of the written notice from the committee describing the sanction.

(e) *Suspensions for Delinquencies.* If a Member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use the Common Area (including the golf course and Recreational Facilities) until the fee, fine or other monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Lot or Unit. A suspension may not prohibit an Owner or tenant of a Lot or Unit from having vehicular and pedestrian ingress to and egress from the Lot or Unit, including the right to park. The Association may deactivate the gate entry mechanism (e.g., access sticker, code or transponder) otherwise provided to Owners and require entry to the Properties in the same manner as a non-Owner. The notice and hearing requirements under subsection (d) above do not apply to a suspension imposed under this subsection (e).

(f) *Suspension of Voting Rights.* The Association may suspend the voting rights of a Lot or Unit or Member for the nonpayment of any fee, fine or other monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A voting interest or consent right allocated to a Lot or Unit or Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Act or pursuant to the Governing Documents. The notice and hearing requirements under subsection (d) above do not apply to a suspension imposed under this subsection (f).

(g) *Approval and Notice.* All suspensions imposed pursuant to subsections (e) and (f) above must be approved at a properly noticed meeting of the Board. Upon approval, the Association must notify the Owner, and, if applicable, the Lot's or Unit's occupant, licensee or invitee by mail or hand-delivery.

(h) *Persons Suspended.* The suspensions permitted by subsections (c), (e) and (f) above apply to a Member and, when appropriate, the Member's tenants, guests or invitees, even if the

delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots or Units owned by such Member.

(i) *General.* Exercise for the Association all powers, duties, rights and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration.

(j) *Staffing.* Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(k) *Easements.* Authorize the execution of any easement as provided in Article IV of the Articles (Purpose and Powers of the Association), or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where Member consent or approval is expressly required by the terms of the Governing Documents.

(l) *Emergency Powers.* The Board, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.35, Florida Statutes in the area encompassed by the Association, may exercise the following powers.

(1) Conduct Board and membership meetings after notice of the meetings is given in as practicable a manner possible, including via publication, radio, United States mail, the Internet, public service announcements, and conspicuous posting on the Common Area or any other means the Board deems reasonable under the circumstances.

(2) Cancel and reschedule any Association meeting.

(3) Designate as assistant Officers persons who are not Directors. If the executive Officer is incapacitated or unavailable, the assistant Officer has the same authority during the state of emergency as the executive Officer he or she assists.

(4) Relocate the Association's principal office or designate an alternative principal office.

(5) Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

(6) Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include, but is not limited to, shutting down or off elevators, electricity, water, sewer, security systems or air conditioners for Association buildings.

(7) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Common Area unavailable for entry or occupancy by Owners, family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

(8) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Association property (including the Recreational Facilities) can be safely inhabited or occupied.

(9) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Common Area.

(10) Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Governing Documents, levy Special Assessments without a vote of the Owners.

(11) Without Owners' approval, borrow money and pledge Association assets without membership approval, as set forth in Article IV(d) of the Articles.

The authority granted under this Item l and Section 720.316 of the Act shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage and make emergency repairs.

(m) *Other*. Exercise for the Association all powers, duties, rights and authority vested in or delegated to this Association and not reserved to the Members by other provisions of the Governing Documents.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs;

(b) Supervise, or cause to be supervised, all officers, agents and employees of the Association, and to see that their duties are properly performed;

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

(1) Fix the amount of the Annual Assessment against each Lot or Unit at least (30) days in advance of each Annual Assessment period;

(2) Send written notice of each Annual Assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue an estoppel certificate as provided in Article VI, Section 9 of the Declaration (Estoppel Certificates);

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

(f) Maintain insurance or a fidelity bond for all persons who control or disburse Association funds, as set forth in Section 720.3033(5) of the Act;

(g) Cause the Common Area, other land and improvements, for which the Association is obligated for maintenance by the Declaration, to be maintained; and

(h) Perform such other functions and duties as may be provided by the Declaration or the Articles and not expressly reserved to the Members.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

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

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless she/he shall sooner resign, or shall be removed or otherwise disqualified to serve. An officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an officer.

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

Section 3. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Board accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date of the pending vacancy.

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held simultaneously by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article VIII (Special Appointments).

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments to the extent Florida law requires that they be signed by the President (or in the President's absence, the Vice President). Subject to Board approval, the General Manager and his or her designees shall have authority to sign contracts, purchase orders, receipts and other documents or instruments which are not required by law to be signed by the President, (or in the President's absence, the Vice President).

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

(c) Secretary. The Secretary shall be responsible for recording the votes and keeping the minutes of all meetings and proceedings of the Board and of the Members; keeping the corporate seal of the Association and affixing it on all papers requiring said seal; serving notice of meetings of the Board and of the Members; keeping appropriate current records showing the Members of the Association together with their contact information, and performing such other duties as required by the Board.

(d) Treasurer. The Treasurer shall be responsible for receiving and depositing in appropriate bank accounts all monies of the Association; disbursing such funds as directed by resolution of the Board; signing all checks and promissory notes of the Association; keeping proper books of account; preparing an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and delivering, or otherwise making available, a copy of each to the Members.

Section 9. Duties Fulfilled by General Manager. The Secretary and Treasurer may either or both be assisted in their duties by a General Manager employed by the Association to the extent authorized by the Board.

ARTICLE IX
COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its duties. Meetings of a committee when a final decision will be made regarding the expenditure of Association funds and meetings of the Architectural Control Committee shall be open to attendance by any Member, and notice of such committee meetings shall be posted in the same manner as required in Article VI, Section 6 (Notice to Members) for Board meetings, except for meetings between a committee and the Association's legal counsel with respect to proposed or

pending litigation. All other committees shall be exempt from Article VI, Section 6, but may voluntarily post notices of their meetings and open such meetings to attendance by the Members.

ARTICLE X
BOOKS AND RECORDS

The Association's official records shall be maintained and may be accessed and copied as follows:

Section 1. Official Records. The Association shall maintain all of the following items when applicable, for at least seven (7) years, that are required to be maintained as "official records" pursuant to Section 720.303(4) of the Act:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Area and other property that the Association is obligated to maintain, repair, or replace.

(b) A copy of the Declaration, Articles and Bylaws and of each amendment to those documents.

(c) A copy of the current Rules.

(d) The minutes of all meetings of the Board and of the Members.

(e) A current roster of all Members and their designated mailing addresses and Lot and Unit identifications. A Member's designated mailing address is the Member's Lot or Unit address, unless the Member has sent written notice to the Association requesting that a different mailing address be used for all required notices. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by Electronic Transmission of those Members consenting to receive notice by Electronic Transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by Electronic Transmission shall be removed from the Association's records when consent to receive notice by Electronic Transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving Electronic Transmission of notices.

(f) All of the Association's insurance policies or a copy thereof.

(g) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed are considered official records and must be kept for one (1) year.

(h) The financial and accounting records of the Association, kept according to good accounting practices. The financial and accounting records must include:

1. Accurate, itemized and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each Member, designating the name and current mailing address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the Association.

4. Any other records that identify, measure, record, or communicate financial information.

(i) A copy of the disclosure summary described in Section 720.401(1) of the Act.

(j) Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by Members, which must be maintained for at least one (1) year after the date of the election, vote or meeting.

(k) All affirmative acknowledgements made pursuant to Section 720.3085(3)(c)3 of the Act.

(l) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 2. Inspection and Copying of Official Records. The official records shall be maintained within the State of Florida for at least seven (7) years (except as otherwise provided in Section 720.303(4) of the Act) and shall be made available to an Owner for inspection or photocopying within ten (10) business days after receipt by the Board or its designee of a written request from the Owner. This requirement may be complied with by having a copy of the official records available for inspection or copying in the Properties or by making the official records available to an Owner electronically via the Internet, or by allowing the official records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where the records are maintained, it must provide Owners, with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages.

The Association shall allow a Member or his/her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy in lieu of the Association providing copies. There is to be no charge for using a portable device.

(a) The Association may adopt reasonable written Rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one (1), eight (8) hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if (i) the time spent retrieving and copying the records exceeds one-half hour, (ii) the personnel costs do not exceed twenty dollars ($20) per hour and (iii) the record request results in the copying

of twenty-six (26) or more pages. The Association may charge up to twenty-five (25) cents per page for copies made on the Association's photocopier. If the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice.

The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members. Notwithstanding this Section, the following records are not accessible to Members or Owners:

1. Any record protected by the lawyer-client privilege as described in Section 90.502 Fla. Stat., and any record protected by the work product privilege, including any record prepared by the Association's attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until their conclusion.

2. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Lot or Unit.

3. Information the Association obtains in connection with guests' visits to Owners or residents.

4. Personnel records of the Association's employees, including disciplinary, payroll, health and insurance records. For purposes of the preceding sentence, the term "personnel records" does not include written employment agreements with an Association or management company employee, or budgetary or financial records that indicate the compensation paid to an Association or management company employee.

5. Medical records of Owners or community residents.

6. Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person. excluding the person's name, parcel designation, mailing address and property address. Notwithstanding the restrictions set forth in this subsection, the Association may print and distribute to Owners a directory containing the name, Lot or Unit address and all telephone numbers of each Owner. However, an Owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subsection. The Association is not liable for the inadvertent disclosure of information that is protected above if the information is included in an official record of the Association and is voluntarily provided by a Unit Owner and not requested by the Association.

7. Any electronic security measure that is used by the Association to safeguard data, including passwords.

8. The software and operating system used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data are part of the official records of the Association.

9. All affirmative acknowledgements made pursuant to Section 720.3085(3)(c)3 of the Act.

(b) The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the Properties or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current Owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed one hundred fifty dollars ($150.00) plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response, or the maximum amounts set forth in the Act.

ARTICLE XI
ASSESSMENTS AND SPECIAL ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments and Special Assessments which are secured by a continuing lien upon the property against which the Assessment or Special Assessment is made. Assessments or Special Assessments which are not paid when due shall be delinquent. If the Assessment or Special Assessment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment or Special Assessment. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments provided for herein by non-use of the Common Area or abandonment of such Lot or Unit.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

COUNTRYSIDE MASTER ASSOCIATION, INC.
FLORIDA
"NOT FOR PROFIT"
1987

The Association may use the before described Seal, a common seal, or any facsimile thereof, or by placing the word "(SEAL)" on an instrument.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended by a vote of not less than two-thirds (2/3) of all Members, provided that if the amendment relates solely to the golf course or Members having full golf privileges, the amendment must be approved only by a vote of not less than two-thirds (2/3) of the Members having full golf privileges. However, in no event shall these Bylaws be amended by the Members having full golf privileges in a manner that materially and adversely affects the rights of the Members who do not have full golf privileges. Although these Bylaws shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Bylaws, the Board shall have the authority to amend these Bylaws in order to conform the provisions hereof with such revisions to statutes and regulations. In addition, the Board may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate these Bylaws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

Section 2. In the case of any conflict between the Articles and these Bylaws that cannot be reconciled, the Articles shall control in the case of any conflict between the Declaration and these Bylaws that cannot be reconciled, the Declaration shall control. In the event of any conflict between these Bylaws and the Rules that cannot be reconciled, these Bylaws shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of October and end on the last day of September of the following year. The Board shall have the authority to vote at any regular or special Board meeting to change the fiscal year dates.

ARTICLE XV
RESERVES AND FINANCIAL REPORTING REQUIREMENTS

Section 1. Reserves for Capital Expenditure and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. Unless the Members vote to provide reserve accounts, reserves which the Board of Director includes in the Association's budget shall be deemed "non-statutory".

Section 2. Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail or hand deliver to each Member a copy of such report or a written notice that a copy of the report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7) of the Act. If approved by Voting Representatives representing a majority of the Members present at a properly called Members' meeting, the Association shall

prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act.

ARTICLE XVI
COMPETITIVE BIDDING OF CONTRACTS

Section 1. Contracts. In accordance with Section 720.3055 of the Act, all contracts as further described in this Article XVI or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Act or the Association's Governing Documents, and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. The Association shall not be required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the requirement of this Article XVI.

Section 2. Pre-Existing Contracts. A contract executed before October 1, 2004, and any renewal thereof, is not subject to competitive bid requirements.

Section 3. Renewals of Covered Contracts. If a contract was awarded under the competitive bid procedure of the Act, any renewal of that contract is not subject to such competitive bid requirements if the contract contains a provision that allows the Board to cancel the contract on thirty (30) days' notice.

Section 4. Local Government Franchise Agreements. Materials, equipment, or services provided to the Association under a local government franchise agreement by a franchise holder are not subject to competitive bid requirements.

Section 5. Management Contracts. A contract with a manager, if made by a competitive bid, may be made for up to three (3) years.

Section 6. Emergencies. Nothing contained in this Article XVI is intended to limit the ability of the Association to obtain needed products and services in an emergency.

Section 7. County Sole Source Supplier. This Article XVI does not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within Collier County, Florida.

ARTICLE XVII
CONFLICTING PROVISIONS

The Governing Documents shall have priority over any conflicting provisions of the governing documents of any homeowners' or condominium association located within Countryside.

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SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF COUNTRYSIDE MASTER ASSOCIATION, INC.

[Capitalized terms not defined herein have the meanings ascribed to them in the Declaration]

ARTICLE I
NAME

The name of the corporation is Countryside Master Association, Inc., hereafter called the "Association".

ARTICLE II
ADDRESS

The principal office of the Association is located at 600 Countryside Drive, Naples, FL. 34104.

ARTICLE III
REGISTERED OFFICE AND AGENT

The street address of the registered office of the Association shall be 600 Countryside Drive, Naples, FL 34104. The name of the registered agent at such address shall be the General Manager of the Association, Josiah Smith.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the Properties. The purposes of this Association shall include, without limitation of the foregoing, to maintain the Common Area and certain other land within the Properties, hold title and carry out, enforce and otherwise fulfill its rights and responsibilities under and pursuant to the Governing Documents. The recording of an amendment to the Declaration from time to time pursuant to Article VII (Additional Property) of the Declaration for the purpose of adding additional land shall, subject to approval from the Members pursuant to Article IV(g) below, bring such additional land within the jurisdiction of the Association, and such additional land shall be included with the Properties. The Association is empowered to:

(a) Exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Governing Documents;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or Assessments pursuant to the terms of the Governing Documents; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the

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business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) Borrow money, and, with membership approval to the extent required below, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, unless such transaction is pursuant to the emergency powers set forth in Section 720.316 of the Act, in which case the Board may, without the Members' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operation funds are insufficient. A secured loan that does not relate solely to the golf course must be approved by 2/3 of the Members with full golfing privileges and by 2/3 of the Members without full golfing privileges, unless membership approval is not required pursuant to Section 720.316 of the Act. A secured loan that relates solely to the golf course must be approved only by 2/3 of Members with full golfing privileges, unless membership approval is not required pursuant to Section 720.316 of the Act.

(e) Dedicate, sell or transfer all or any part of the Common Area, including roadways, to any public agency, authority, or utility. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer;

(f) Grant easements as to the Common Area to public and private utility companies including cable TV and Internet, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(g) Participate in mergers and consolidations with other not for profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members.

(h) Annex additional real property in accordance with the provisions of Article VII (Additional Property) of the Declaration and Article IV(g) above, with such annexations, when completed in accordance with said provisions, extending the jurisdiction, function, duties, and membership of the Association to the real property thereby annexed;

(i) From time to time adopt, alter, amend, and rescind reasonable Rules governing the use of the Common Area and such other purposes as set forth in the Governing Documents, which Rules shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles;

(j) Contract for the maintenance and management of the Common Area, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(k) Open all or any portion of the Common Area (including the golf course) for public use at a reasonable charge; and

(l) Have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-For-Profit Corporation Act may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every owner of a Lot or Unit shall be a Member of the Association, subject to and bound by the Governing Documents. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership shall be the sole qualification for membership. An Owner of more than one (1) Lot or Unit shall be entitled to one (1) membership for each Lot or Unit owned. Membership shall be appurtenant to and may not be separated from, ownership of any Lot or Unit and shall be automatically transferred by Conveyance of that Lot or Unit.

ARTICLE VI
VOTING RIGHTS AND QUORUM

Membership in the Association, for the purpose of voting and other rights incidental to membership, shall be distinct from membership rights with respect to golfing privileges.

The Association shall have two classes of voting membership: Golf and Social. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot or Unit, the vote for such Lot or Unit shall be exercised as such persons determine, but in no event shall more than one vote be cast with respect to any such Lot or Unit, nor shall any split vote be permitted with respect to such Lot or Unit. Only Members having full golfing privileges may vote on matters relating solely to the golf course or the Members having full golfing privileges.

A quorum of Members shall be determined as set forth in the Bylaws.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) directors. The number of directors and terms of office may be changed by amendment of the Bylaws of the Association.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the members of the Board.

ARTICLE IX
BYLAWS

The Bylaws of the Association may be altered, amended or rescinded in the manner provided by the Bylaws

ARTICLE X
INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on her/him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which such Director or officer may be a party because of being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that such actions or omissions to act were material to the cause adjudicated and involved:

(a) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(b) A violation of criminal law, unless the Director or officer had no reasonable cause to believe such action was unlawful or had reasonable cause to believe such action was lawful.

(c) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE XI
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an

appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII
DURATION

The corporation shall exist perpetually.

ARTICLE XIII
AMENDMENTS

These Articles may be amended by a vote of not less than two-thirds (2/3) of all Members, provided that if the amendment relates solely to the golf course or Members with full golfing privileges, the amendment must be approved only by a vote of not less than two-thirds (2/3) of the Members with full golfing privileges. However, in no event shall these Articles be amended by the Members with full golfing privileges in a manner that materially and adversely affects the rights of the Members without full golfing privileges.

Although these Articles shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Articles, the Board of Directors shall have the authority to amend these Articles in order to conform the provisions hereof with such revisions to statutes and regulations. In addition, the Board may amend these Articles to correct scrivener's errors or omissions, and may amend and restate these Articles in order to consolidate into one document amendments previously adopted by the Members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

ARTICLE XIV
INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained herein and in the other Governing Documents where necessary to interpret, construe, and clarify the provisions of these Articles. It is the intent of these Articles that the provisions hereof be consistent with the provisions of the remaining Governing Documents, and, to the extent not prohibited by law, that the provisions of these Articles and of the other Governing Documents be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results. In the case of any conflict between these Articles and the Bylaws that cannot be reconciled, these Articles shall control; and in the case of any conflict between the Declaration and the Bylaws that cannot be reconciled, the Declaration shall control.

The foregoing Second Amended and Restated Articles of Incorporation was approved by the Members of the Association through their voting representatives at the meeting of the Members held on March 13, 2025, and shall supersede all previous Articles of Incorporation and amendments thereto.

COUNTRYSIDE MASTER ASSOCIATION, INC.

By: _____

Name: Anthony DiRado

Its: President

Date: 3/20/25

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THESE ARTICLES, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

_____

Josiah Smith

Date: 3.20.25