

DECLARATION OF RESTRICTIONS, LIMITATIONS, COVENANTS AND USES
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIPfor
CAMILLE GARDENS NO. 6 INC.
A Non-Profit Corporation

WHEREAS, LEHIGH ACRES CONSTRUCTION CORPORATION, a Florida Corporation, hereinafter referred to as "Owner", owns and has improved certain property, hereinafter described, known as CAMILLE GARDENS, No. 6, a condominium, and has constructed certain structures thereon, said structures being constructed substantially in accordance with the plans for Lehigh Acres Construction Corporation, marked "CAMILLE GARDENS NO. 6.", which plans and specifications have been filed and recorded herewith by attachment as EXHIBIT I, and Survey prepared by Harold E. Deiller, Registered Land Surveyor, Florida Certificate No. 1895, on April 14th, 1969, being his Order Number _____ which is attached hereto and made a part hereof as EXHIBIT II, and the Certificate attached thereto.

WHEREAS, said Owner has established by this Declaration and does hereby establish a plan for condominium ownership providing for the individual ownership of Lots 1 through 32, both inclusive, as set out in that certain Warranty Deed and map or plat thereof attached thereto, from Lehigh Acres Development, Inc., a Florida Corporation, dated the 4th day of June 1969, and recorded in the Official Records Book 534 at Page 138 of the Public Records of Lee County, and of the structures constructed thereon, and the joint ownership by the individual and separate owners thereof as tenants in common of all of the remaining real property which is hereinafter referred to as the "common elements".

This instrument was prepared by:

WALTER O. SHEPPARD

OF

SHEPPARD & ALOIA

Attorneys & Counselors at Law

SHEPPARD & ALOIA
ATTORNEYS AT LAW
LEHIGH ACRES, FLORIDA
LEHIGH ACRES PLANT 112132 McGregor Boulevard, Fort Myers, Florida
Palmerly Hotel Building, Lehigh Acres, Florida

NOW, THEREFORE, the said Owner of the property situate lying and being in Lee County, Florida, described as follows:

Beginning at the Southwest corner of Section 26 Township 44 South, Range 27 East, thence North 00° - 55' - 23" West, along the West line of Section 26, Township 44 South, Range 27 East, and the East right of way line of Joel Boulevard, a distance of 200.00 feet to the point of beginning of a tract of land herein described, said beginning point is also the intersection of the East right of way line of Joel Boulevard, and the North right of way of Orange Street, as shown on the Plat of Lakewood Terrace, a subdivision of Lehigh Acres, Lee County, Florida, filed in Plat Book 15, Page 120, of the Public Records of Lee County, Florida; thence along the East right of way line of Joel Boulevard, North 00° - 55' - 23" West, a distance of 1,052.51 feet to the South right of way line of East Fifth Street; thence North 89° - 38' - 00" East, along said right of way line of East Fifth Street, a distance of 272.48 feet to the West right of way of Glendale Avenue, thence South 01° - 06' - 38" East, along said West right of way line of Glendale Avenue, a distance of 1,052.56 feet to the North right of way line of Orange Street; thence South 89° - 38' - 00" West, along said North right of way line of Orange Street, a distance of 275.93 feet to the point of beginning.

hereby submits the real property aforesaid and improvements thereon to condominium ownership and hereby makes the following declarations as to divisions, covenants, restrictions, limitations, conditions and uses to which the said real property and improvements thereon may be put specifying that said Declaration shall constitute covenants to run with the land shall be binding upon the Owner, its grantee, successor or assign, or its grantees, successors or assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. The Owner, in order to establish a plan of condominium ownership for said property and improvements hereby covenants and agrees that it will, and by these presents hereby divide said real property into the following separate freehold estates:

A. Thirty-two (32) separately designated and legally described freehold estates, consisting of all of the land and improvements thereon as described in that certain Deed and map or plat thereof attached thereto, wherein the grantor is Lehigh Acres Development, Inc., a Florida Corporation, and the grantee is Lehigh Acres Construction Corporation, dated the fourth day of June 1969, and recorded in Official Records Book 534 at Page 138, of the Public Records of Lee County, Florida, subject to the reservation of easements for the purposes set out hereafter, over all of said Lots 1 through 32, both inclusive, as said easements are more particularly described and set out in the map or plat attached to the aforesaid deed, said lots or parcels referred to herein as "Condominium Units".

B. A freehold estate consisting of all of the real property heretofore described in this Declaration and subjected to condominium, less and excepting therefrom the "Condominium Units" hereinabove referred to in subparagraph A of this Paragraph 1, which estate (consisting of the freehold estate and the aforesaid easements) is hereby referred to as the "common elements", which shall include, but is not limited to the street areas, park areas, swales, sidewalks, conduits and street lighting located within the easement areas above reserved and specifically made a part of the aforesaid "common elements".

C. The areas designated as "Park Areas" and "Roads" "Drives", "Swales", "Driveways", and "Street Lighting", on said plans, all of which are within the easements heretofore set out, shall be utilized by all of the members of this condominium in accordance with this Declaration and the By-Laws filed herewith and said easements and all rights appurtenant thereto are specifically made a portion of the "Common Elements" said easements to remain in existence for the life of the Condominium.

D. The undivided interest in the "common elements" hereby established and which shall be conveyed with each respective "condominium Unit" is as follows:

LOT NO.	CONDOMINIUM UNIT NO.	INDIVIDUAL SHARE
1	1	2.91%
2	2	2.10%
3	3	1.74%
4	4	2.60%
5	5	3.01%
6	6	2.45%
7	7	3.04%
8	8	4.09%
9	9	4.11%
10	10	3.04%
11	11	2.45%
12	12	3.01%
13	13	3.01%
14	14	2.45%
15	15	3.04%
16	16	4.15%
17	17	4.15%
18	18	3.04%
19	19	2.45%
20	20	3.01%
21	21	3.01%
22	22	2.45%
23	23	3.04%
24	24	4.15%
25	25	4.20%
26	26	3.04%
27	27	2.45%
28	28	3.01%
29	29	2.00%
30	30	1.79%
31	31	2.21%
32	32	3.05%
		<u>100.00%</u>

The above respective undivided interest to be conveyed with the respective 'Condominium Units' as indicated above, cannot be changed, altered, or amended, and the Owners, its grantee, successor or assign, or its grantees, successors or assigns, covenants and agrees that the undivided interest in the "common elements" and the fee title to the respective condominium units conveyed therewith shall not be separated or separately conveyed or encumbered with its respective condominium unit", even through the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "condominium unit" or 'condominium parcel'.

E. The name of this Condominium is CAMILLE GARDENS No. 6, a Condominium.

F. Every owner of a "condominium parcel", whether he has acquired title by purchase from the "Owner", its grantee successor or assign, or its grantees, successors or assigns, or by gift, conveyance or operation of law, does hereby agree that he shall accept membership in CAMILLE GARDENS NO. 6 INC., a non-profit Corporation, hereinafter referred to as the "ASSOCIATION" and does hereby agree to be bound by the By-Laws and Rules and Regulations of the Association, the Articles of Incorporation of the Corporation, and this Declaration, and to pay the assessments the Association required to be paid; it being understood and agreed that the purchaser's agreement to accept membership in the Association and to be bound by the said By-Laws, Rules and Regulations, Articles of Incorporation, and this Declaration, and to pay assessments was part of the consideration for the sale by the Owner of this particular "condominium parcel".

G. The proportionate shares of the separate owners of the respective "condominium parcels" ("condominium parcel" being defined as the 'condominium unit' together with the undivided share in the common elements appurtenant to the unit) are in no way pertinent or determinative of the representation for voting purposes. It is agreed by the Owner, its grantee, successor or assign, or its grantees, successors, or assigns, that every individual who owns a "condominium parcel", shall have no more and no less than one equal vote out of thirty-two (32) votes in the Association for each "condominium parcel" owned. Assessments for maintenance charges by the Association shall be apportioned among the owners of all units so that the amount thereof attributable to and to be paid by the owner or owners of each unit, shall be that portion of such assessment which bears the same ratio to said assessment as the undivided common elements apportioned to each unit bears to the total undivided interest in the common property or common elements appurtenant to all units.

H. The Owner, by this Declaration, its grantee, successor or assign, or its grantees, successors or assigns, and all future owners of the "condominium parcels", by the acceptance of their deeds, or any manner of conveyance, covenant and agree as follows:

1. That the "common elements" shall remain undivided and no owner shall bring any action for partition, as long as this condominium exists as a residential, non-profit entity.

2. The "condominium units" defined herein shall be occupied and used by the respective owners as private dwellings for the owners, their families and social guests and for no other purpose, provided, however, that owners of "condominium units" may lease their units as provided in Paragraph X (i) of this Declaration.

3. The Owner of the respective "condominium unit" shall be deemed to own the land within the area of his lot or "condominium unit", subject only to the aforesaid easements, this Declaration and the Association By-Laws filed herewith, and any amendments lawfully made thereto. Each owner of a "condominium unit" shall be deemed to own all of the improvements thereon, except those in the easement areas heretofore described.

4. The improvements contained within the aforesaid easement areas, consisting of, but not being limited to, roads, parks, utility lines, street lighting and curbs, shall be "common elements".

5. That an owner of a "condominium parcel" shall automatically upon becoming an owner of a "condominium parcel" or condominium parcels, be a member of the Association, and shall remain a member of said Association until such time as his "condominium parcel" ownership ceases for any reason, at which time his membership in the said Association shall automatically cease.

6. That the owners of the "condominium parcels" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the Corporation, which are made a part hereof.

7. That each owner or occupant of a "condominium unit" shall comply with the provisions of this Declaration the By-Laws, decisions and resolutions of the Association as lawfully amended from time to time and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums for damages or for injunctive relief, together with all costs incurred, including a reasonable attorney's fee.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the "condominium parcels" unanimously agree to such revocation or amendment by duly recorded instruments. However, the By-Laws of the corporation may be amended in the manner provided therein (and said amendment shall be duly recorded), but said By-Laws shall not be amended in any manner as would affect or impair the validity or priority of any mortgage covering a "condominium parcel" or "parcels", or "unit".

9. That no owner of a "condominium parcel" may exempt himself from liability for his contribution towards the common expenses by waiver or the use and enjoyment of any of the "common elements", or by the abandonment of his "condominium unit".

10. That for the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be considered equal to the percentage value of the entire condominium including land and improvements as has been assigned to said unit in the "common elements", as set forth in Paragraph 1 (D) of this Declaration.

The percentages assigned above shall be binding upon all owners, present and future, for all purposes, including ad valorem taxation, at all times in the future and may not be amended or changed.

I (i) All sums assessed by the Association but unpaid and the shares of the common expenses chargeable to any "condominium parcel" shall constitute a lien on the "condominium parcel" prior to all other liens except (1) tax or assessment liens on the "condominium parcel" in favor of any assessing unit or special district, and (2) all sums unpaid on any institutional mortgage (as hereinafter defined) of record encumbering any condominium parcel. Such lien may be foreclosed when past due in the manner provided in the By-Laws attached hereto, by the corporation, in like manner as a mortgage on real property, and the Association shall also have the right to recover all costs incurred, including reasonable attorneys fees.

(ii) Attached hereto and made a part hereof as Exhibit V to this Declaration of Condominium is a Management Contract entered into by and between Camille Gardens No. 6 Inc., (the Association) and Home Owner's Service, Inc., a Florida Corporation (the manager). By virtue of the aforesaid contract, the Association has hired and retained the Manager to manage and maintain the condominium property in accordance with the terms and tenor of the aforesaid Contract for a term of ten (10) years, it being the intention of the Association to provide for the competent, uniform and professional management and maintenance of the condominium property. All those acquiring title to a "condominium parcel" from Lehigh Acres Construction Corporation, its successors or assigns, or their successors or assigns, by virtue of accepting title to their "condominium parcel", whether by Deed or operation of law, recognize and acknowledge the terms and conditions of the aforesaid Management Contract and agree to abide thereby and to cause the Association to abide thereby, and covenant and acknowledge that the Manager shall have a lien on the several condominium parcels of the same dignity and priority as that enjoyed by the Association in the event that an owner or owners of a condominium parcel or parcels does or do not pay any sums, charges or assessments required to be paid to the Association and appropriated by the Association to pay the Manager under the terms of the aforesaid Management Contract, in accordance with this Declaration and the By-Laws of the Association.

J. In any conveyance of a "condominium parcel" or "unit", either by voluntary instruments, operation of law or judicial proceedings, the grantee of the parcel shall be jointly and severally liable with the grantor for any unpaid assessments of the Association against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Corporation and they shall so provide a statement setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the "condominium parcel" conveyed by subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

K. When the holder of an institution mortgage of record or other purchaser of a condominium parcel at a foreclosure sale of an institutional mortgage obtains title by conveyance, such acquirer of title, its successors or assigns shall not be liable for the share of the common expenses or assessments by the Association unpaid, chargeable to such "condominium parcel" which accrued and became due prior to the acquisition of title to such condominium parcel by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be a common expense, collectible from all of the owners of condominium parcels, excluding such acquirer, its grantees, successors or assigns, in ratable proportions.

L. In the event of a sale of any "condominium parcel" by anyone other than Lehigh Acres Construction Corporation, the Association has the option to purchase same for the same terms and conditions as offered by said parcel owner to a third party purchaser. Any attempt to resell a "condominium parcel" without a prior offer to sell to the Association shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser. Should the parcel owner wish to sell the interest conveyed to him, he shall hereafter, before making or accepting any offer to sell, deliver to the Board of Directors of the Association written notice of his intention to sell, such notice shall contain the terms which he wishes to accept and the name and address of any third party purchaser. The Association shall, in writing, within seven (7) days after receiving such notice of owner's intention to sell to a third party purchaser, agree to purchase the "condominium parcel" in question in accordance with the listed terms and conditions or in the event the Association fails to agree to purchase in accordance therewith, the parcel owner shall have the right to sell to the intended third party purchaser in accordance with the stipulated terms and conditions. No parcel owner shall have any right to sell his condominium interest or any part thereof, except as is expressly provided herein. Excepted from the terms and conditions of this paragraph shall be the purchasers at a foreclosure sale under and by virtue of a final decree of foreclosure foreclosing an institutional mortgage encumbering

the "condominium parcel" or parcels, or purchasers from the institutional mortgagee itself, if it is the purchaser at a sale, or it receives a voluntary conveyance of title. Excepted from the terms and conditions of this paragraph shall also be those persons who come into possession or ownership of said "condominium parcel" by virtue of the death or legal incapacity of the then owner of the "condominium unit" and certificate of beneficial interest, issued in connection therewith.

M. The Owner shall maintain and keep in repair his own "condominium unit", except such portions thereof as the Association shall be obligated to repair or shall have the right to repair, as set out in this Declaration and the By-Laws attached hereto.

N. Any owner of a "condominium parcel" who mortgages his parcel shall notify the Association, providing the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Parcels". The Association shall, at the request of the Mortgagee, the owner, or his agent, report any unpaid assessments due from the owner of such parcel for any assessments whatsoever. In addition at the request of any owner, the Association shall render a report in the nature of an estoppel letter to a proposed purchaser from any such owner of the owner's "condominium parcel", indicating the amount of the monthly assessment and any special assessments and indicating that the owner is current in the payments thereof or indicating the balance due thereon.

O. The yearly assessment payable monthly, which is provided for in the By-Laws attached hereto shall include, but not be limited to those specific items more fully delineated in the By-Laws.

P. The Association is and shall continue to be a non-profit corporation.

Q. The Owner, its grantee, successor or assign, or their grantees, successors or assigns, and all future owners of the "condominium parcels", by the acceptance of their deeds, mutually covenant and agree that all owners shall have the joint use of the common elements and that a joint and mutual easement to and for the use of the same is hereby created.

R. In the event the necessity should arise, for any reason, for the distribution of what has been defined as common surplus, such distribution shall be made in direct proportion to the undivided interest percentages established for each "condominium unit" and "parcel" hereinbefore stated. All members of the condominium and its Association shall own the common surplus, if any, in direct proportion established for each "condominium unit" and "parcel" hereinbefore stated.

S. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established in this Declaration, or in the By-Laws shall be deemed to be binding on all owners of a "condominium parcel" their successors or assigns. However, the corporation shall make no agreement or determination that would affect or impair the validity or priority of owners and holders of a mortgage encumbering a "condominium parcel" or "parcels".

T. The term "institutional mortgage" where herein used, shall mean a first mortgage wherein the original mortgagee is a Federal or State Savings and Loan Association or Commercial Bank, a life Insurance Company or a Union Pension Fund or an agency of the United States Government or any other institutional lender.

U. The Owners of the individual "condominium parcels" shall obtain and keep current, a comprehensive fire, windstorm and extended coverage insurance policy in an amount to be determined by the Board of Directors of the Association and in a form acceptable to said Board, and shall deliver to the Association a Certificate evidencing the existence of such an insurance policy in good standing. In the event that any such owner or owners shall fail to procure and pay the premiums on such policy the Association may procure such a policy and pay the premiums thereon, and in that event, the Association shall have a lien upon the "condominium parcel" affected, which lien shall be of equal dignity with and enforceable in the same manner as the Association's lien for common expenses. All such insurance policies shall reflect the interest of the Association.

V. In the event that any of the several structures located within the "condominium units" shall be damaged or destroyed, it shall be the obligation of the owner or owners of said "condominium units" so damaged or destroyed, to repair or rebuild the damaged or destroyed units as rapidly as may be practical under the circumstances, and such repairs or rebuilding shall be in substantial conformity with the structure as it was prior to its damage or destruction, unless a variance therefrom is granted in writing by the Association. In the event, however, that an institutional mortgage lender holding a mortgage on any such "condominium parcel" shall require, under the terms of its mortgage, that proceeds of any insurance policy be paid to it in reduction or satisfaction of its mortgage loan, the unit owner shall have the option of rebuilding or not as he sees fit, provided however, that any such unit owner shall continue to remain liable to the Association for the payment of assessments the same as if the structure on his unit had not been damaged or destroyed; and if such parcel owner shall so elect not to repair or rebuild, then he shall be obligated, at his expense to level his lot and remove all structures or portions thereof and all debris therefrom so as not to create an unsightly condition and in the event that he fails to do so, the Association may do so at the owner's expense, and said expense shall be enforceable as a lien the same as assessments by the Association;

provided further that any such owner shall make said election within 45 days of the occurrence of the destruction or damage to his unit and if he elects not to rebuild, he shall accomplish the levelling of his lot and the removal of all structures and debris therefrom within 60 days from the occurrence of the destruction or damage.

W. It shall be the obligation of the Association to maintain all of the common elements, including, but not being limited to the landscaping, paving, curbs and gutters, streets and street lights contained therein. In the event that the Association shall fail to do so, Lehigh Acres Construction Corporation, its successors and assigns, reserves the right, after thirty (30) days written notice to the Association, to enter upon the common elements for the purpose of making proper repairs and maintenance to the common elements as may be reasonably required, due to the default of the Association and the costs of same reasonably incurred shall be enforceable as a lien against the "condominium parcels", which lien shall be and is hereby made subordinate to the lien of institutional mortgages as herein defined, and which lien shall be superior in dignity and priority to that of the Association on any of the "condominium parcels". This right is reserved and granted in accordance with the recognition that the Lehigh Acres Construction Corporation, its successors and assigns, as a developer of the area generally known as Lehigh Acres, has a valid and continuing interest in providing for a continuing aesthetic development and maintenance of all properties located within Lehigh Acres.

The Association shall, in addition, maintain the lawns and landscaping on and within the "condominium units" and park area, and shall maintain the structures thereon only to the extent of painting the exteriors thereof, including the walls and the roof, from time to time, as may be required in the sole judgment of the Board of Directors of the Association; and the cost of same together with the costs of maintaining the common elements, shall be a common expense. Each "condominium unit" owner grants to the Association an easement or license to enter upon each of said unit owner's condominium units, at reasonable times and during reasonable hours, for the purpose of performing the maintenance set out herein, which easement or license is also granted to the Manager under the certain Management Contract between the Association and Home Owners Service, Inc., attached hereto and made a part hereof as Exhibit V to this Declaration; provided, however, that should a unit owner make repairs to this unit at a time when the Association is not conducting a periodic painting of the exteriors of all the condominium units and should any such repairs require repainting of all or a portion of his condominium unit, then such owner shall be required to accomplish said painting at his own expense, in a manner consistent with the existing painting, both as to color and quality and such owner may not call upon the Association to accomplish any such painting, it being the intention of this Declaration to require the Association to accomplish painting of exteriors of

units on a periodic basis as to all units rather than on a "piece meal" basis as to individual units.

X. Use Restrictions: The use of the property of the condominium shall be in accordance with the following provisions:

(i) Single Family Residences: The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose, provided, however, that a "condominium unit" owner may lease his "condominium unit" with the written approval of the Association first had and obtained provided that the unit is occupied only by the lessee and his family. No rooms may be rented and no transient tenants accommodated.

(ii) Nuisances: No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

(iii) Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements for governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned.

(iv) Fences and Hedges: No fences or hedges or similar improvements shall be erected or planted upon a "condominium unit" without the written approval of the Association.

(v) No owner shall permit or suffer anything to be done or kept on his condominium unit, or on the common property or on the common elements which will increase the rate of insurance on the other condominium units, of which will obstruct or interfere with the rights of other occupants of the condominium or annoy them by unreasonable noises, or create an unsightly condition.

(vi) In case of any emergency originating in or threatening any "condominium unit", regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Condominium Superintendent, or Managing Agent

shall have the right to enter such private dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each "condominium unit", if required by the Association corporation shall deposit under control of the said corporation, a key to such "condominium unit". In the event that any "condominium unit" owner fails to deposit a key to his unit with the Association, then the Association, in the event of emergency may use such force as is necessary to gain entrance to the owner's "condominium unit" and any damage occasioned thereby shall be repaired at the expense of the owner.

(vii) Whenever it is necessary to enter any "condominium unit" for the purpose of performing any maintenance, alteration or repair to any portion of the common property, or to go upon the common elements for such purposes, the owner of each unit shall permit other owners or their representatives, or the duly constituted and authorized agent of the Association to enter such unit, or to go upon the common elements constituting an appurtenance to any such unit, for such purposes, provided that such entry shall be made at reasonable times and with reasonable advance notice.

(viii) No owner of a unit shall permit to be made any structural modifications or alteration in such unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of said Association determine, in their sole discretion, that such structural modifications or alterations would affect, or in any manner endanger the other units in part or in their entirety or change the general appearance or layout of the condominium property. Any such structural modifications or alterations must also be approved by the Architectural Committee of Lehigh Acres. No owner shall cause any improvements or changes to be made on the exterior of his structure, including painting or other decoration, or the installation of electrical wiring, machinery or air conditioning units, which may protrude through the walls or roof of the structure or in any manner change the appearance of any portion of the structure not within the walls of said unit, without the written consent of the Association first had and obtained.

(ix) The owner of each unit must promptly correct any condition, which, if left uncorrected, would adversely affect the condominium property. If any other private unit owner should sustain damages because of another owners failure to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

(x) The owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, stoves, refrigerators, fans, or the other appliances or equipment, including any fixtures and/or their connections, required

to provide water, light, power, telephone, etc., to his unit.

(xi) In the event any taxing authority having jurisdiction over the condominium shall levy or assess any tax or special assessment against the condominium as a whole as opposed to levying and assessing such tax and special assessment against each unit and its undivided interest in common elements as now provided by law, then such tax, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any tax or special assessment which is so levied shall be included wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all units, if not included in said annual budget. The amount of any such tax or special assessment shall be apportioned among the owners of all units so that the amount of such tax or special assessment so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each unit, shall be that portion of such total tax or special assessment which the square footage of building, including porches and carports of the individual unit bears to the entire square footage of buildings in the condominium at the time of said assessment or tax, it being the intention hereof that the individual unit owner shall bear the burden of any such tax or special assessment on a ratio based upon the square footage of building owned by each unit owner.

All tangible and intangible personal property taxes levied or assessed against the personal or intangible property owned by the Association shall be paid by said Association and shall be included as a common element in its annual budget.

W. Attached hereto as Exhibit III and made a part hereof, are the definitions of the various terms used in this Declaration of Restrictions. Also attached hereto as Exhibit IV and made a part hereof, are the Certificate of Incorporation and the By-Laws of the Association. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration.

X. Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, by judgment or court order, shall in no wise affect any of the remaining parts or part hereof which are unaffected by said judgment or court order and same shall continue in full force and effect.

IN WITNESS WHEREOF, LEHIGH ACRES CONSTRUCTION CORPORATION, a Florida Corporation, has caused these presents to be signed in its name by its Vice President and Assistant Secretary, and its Corporate Seal to be affixed this 2nd day of December 1968.

WITNESS:

LEHIGH ACRES CONSTRUCTION CORPORATION
A Florida Corporation

3 B. Gray

By I.R. Herman
I.R. Herman-Vice-President

M. Kessler

Attest:
Arthur Kessler
Arthur Kessler -
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
: SS
COUNTY OF LEE)

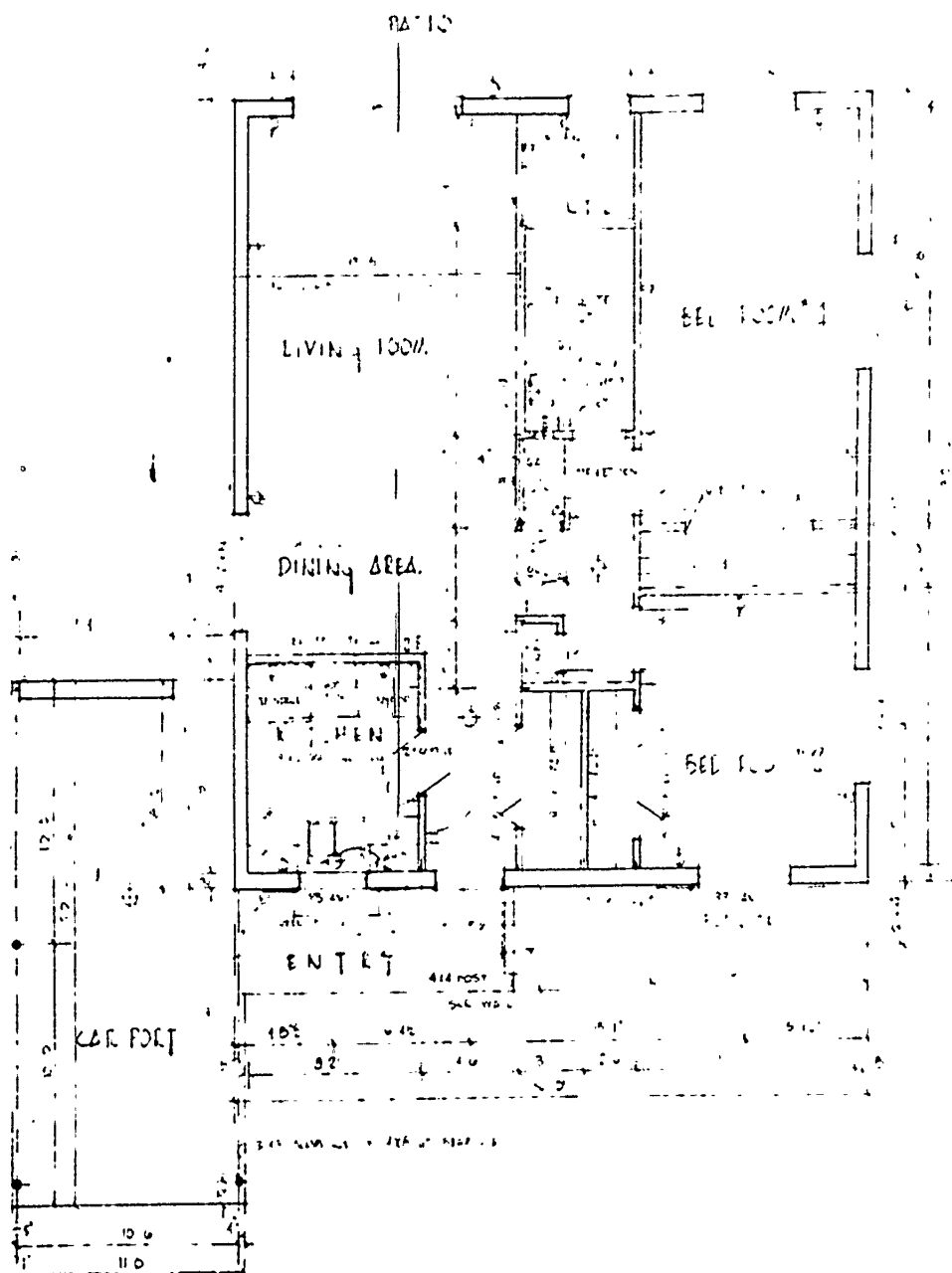
BEFORE ME, the undersigned authority personally appeared I. R. HERMAN and ARTHUR KESSLER, to me well known to me to be the persons described in and who executed the foregoing instrument as Vice President and Assistant Secretary respectively, of LEHIGH ACRES CONSTRUCTION CORPORATION, a Florida Corporation, and severally acknowledged to me that they executed such instrument as such officers of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 2nd day of December 1969, at the County and State aforesaid.

J. Bernice Gray
Notary Public
State of Florida at Large

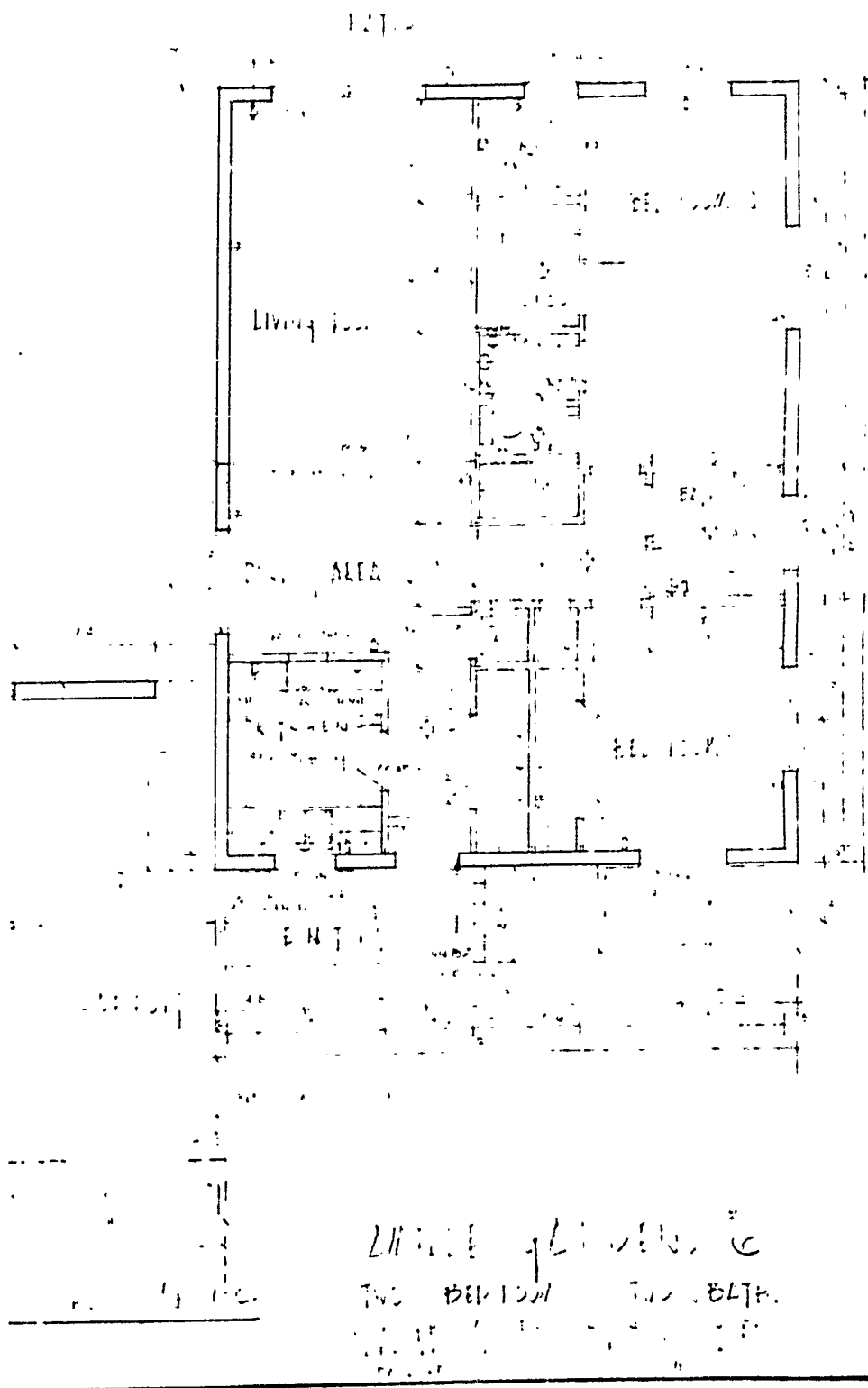
My Commission Expires: MY COMMISSION EXPIRES
APRIL 22, 1972

566 213

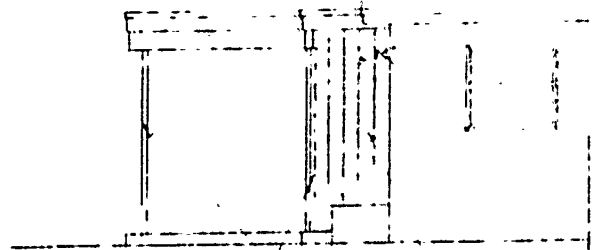
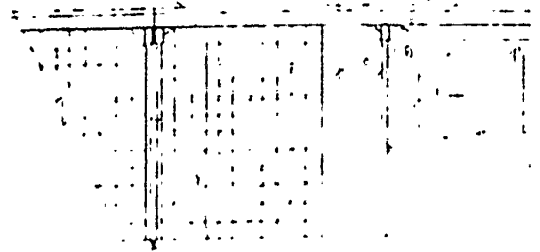


CAMILLE GARDNER'S

TWO BED ROOM ONE FLTR.



566 215



1038 1/2

3 1/2

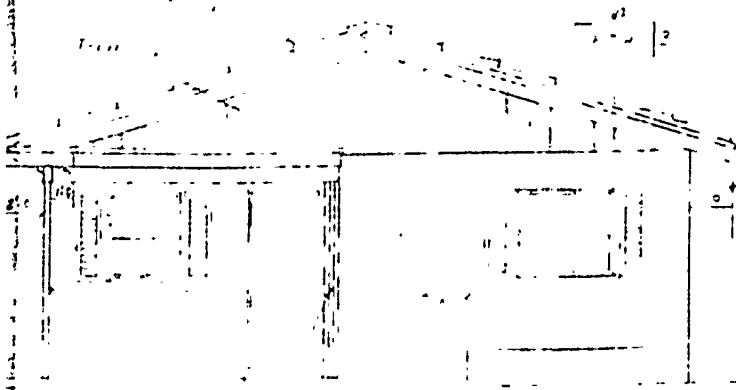
CARLE GARDENS

6

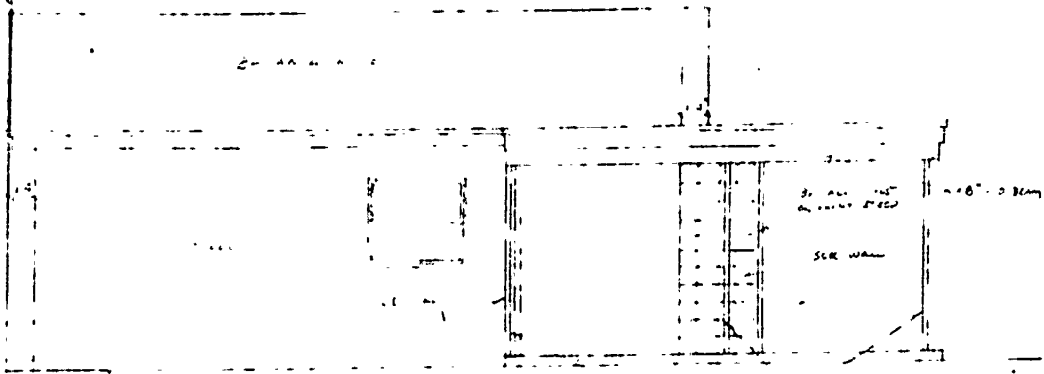
2 BED ROOM - 1 BATH

7/29/69

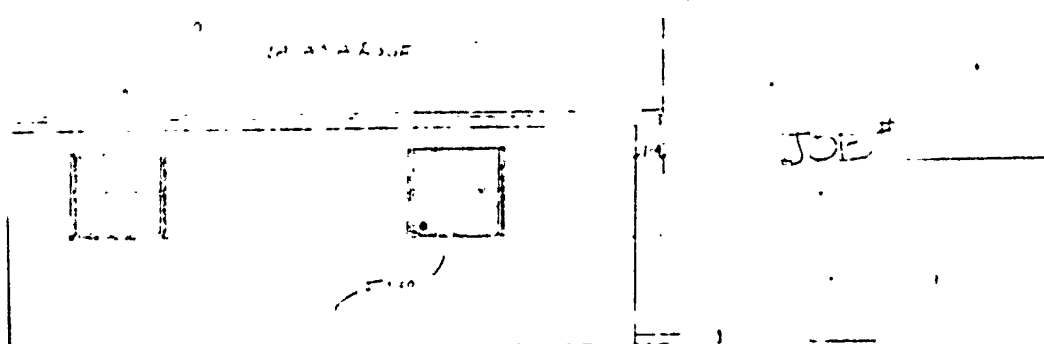
SPR



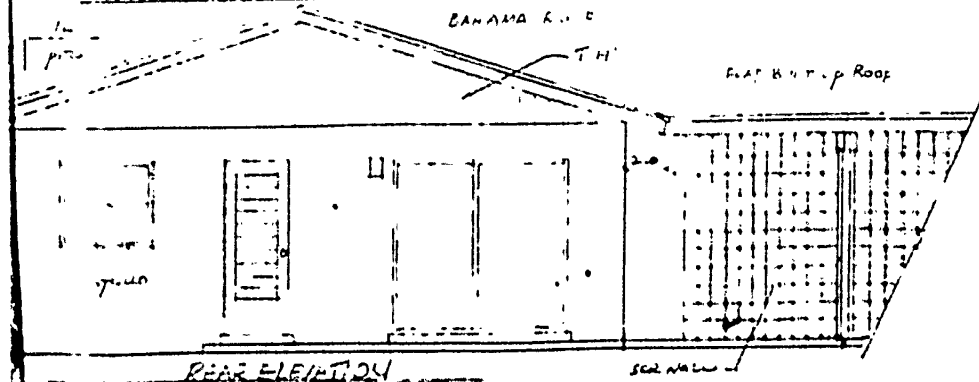
LEFT ELEVATION - 4' 0"



LEFT SIDE ELEVATION

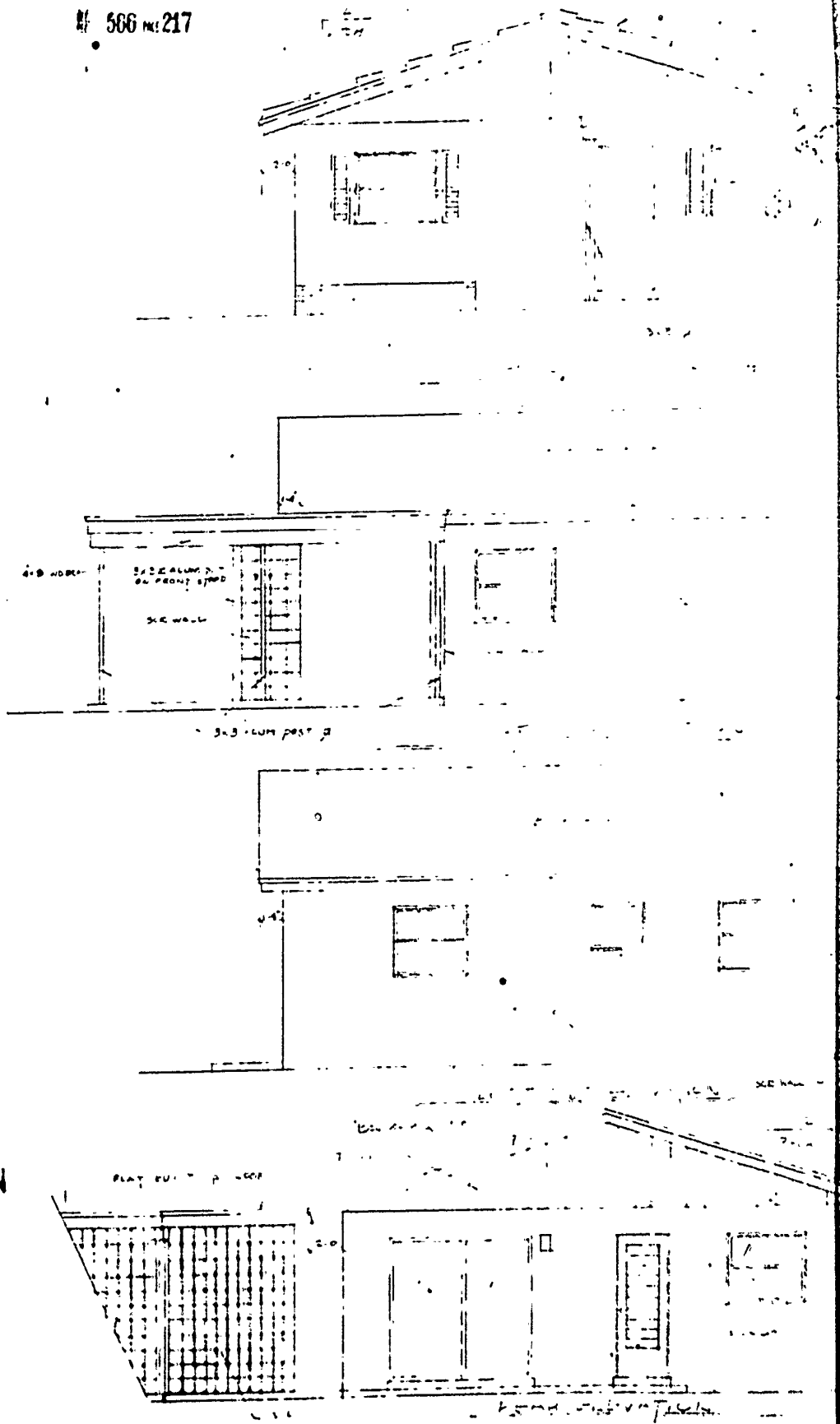


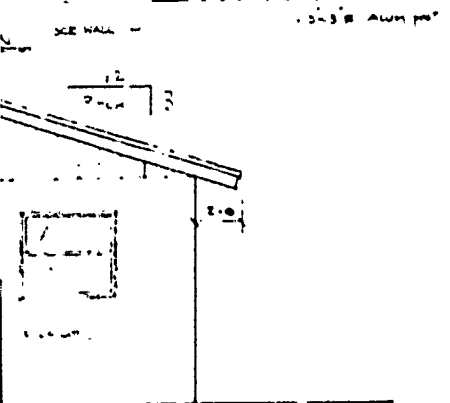
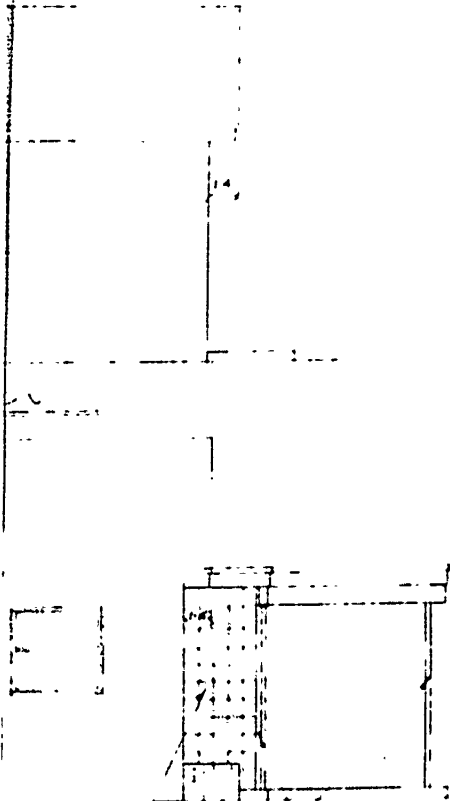
RIGHT SIDE ELEVATION



REAR ELEVATION

566 No. 217





CALIF. GABLE, S
#6
CAF. ROOM PATH

7/27/61 117

CERTIFICATION

I HEREBY CERTIFY that the attached Survey and Building Plans, together with the wording of the Declaration of Restrictions, Limitations, Covenants and Uses Creating and Establishing a Plan for Condominium Ownership for CAMILLE GARDENS NO. 6, INC., is a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit. This Certification is limited to those items to which by the Laws of the State of Florida I am permitted legally to certify.

Harold E. Deiller
 HAROLD E. DEILLER
 Florida Registered Land Surveyor
 # 1895

EXHIBIT II

SHEPPARD & ALOIA
 ATTORNEYS AT LAW
 CITIZENS BANK BUILDING
 LEHIGH AVENUE, FLORIDA 33134

CAMILLE GARDEN

LEHIGH ACRES
FLORIDA

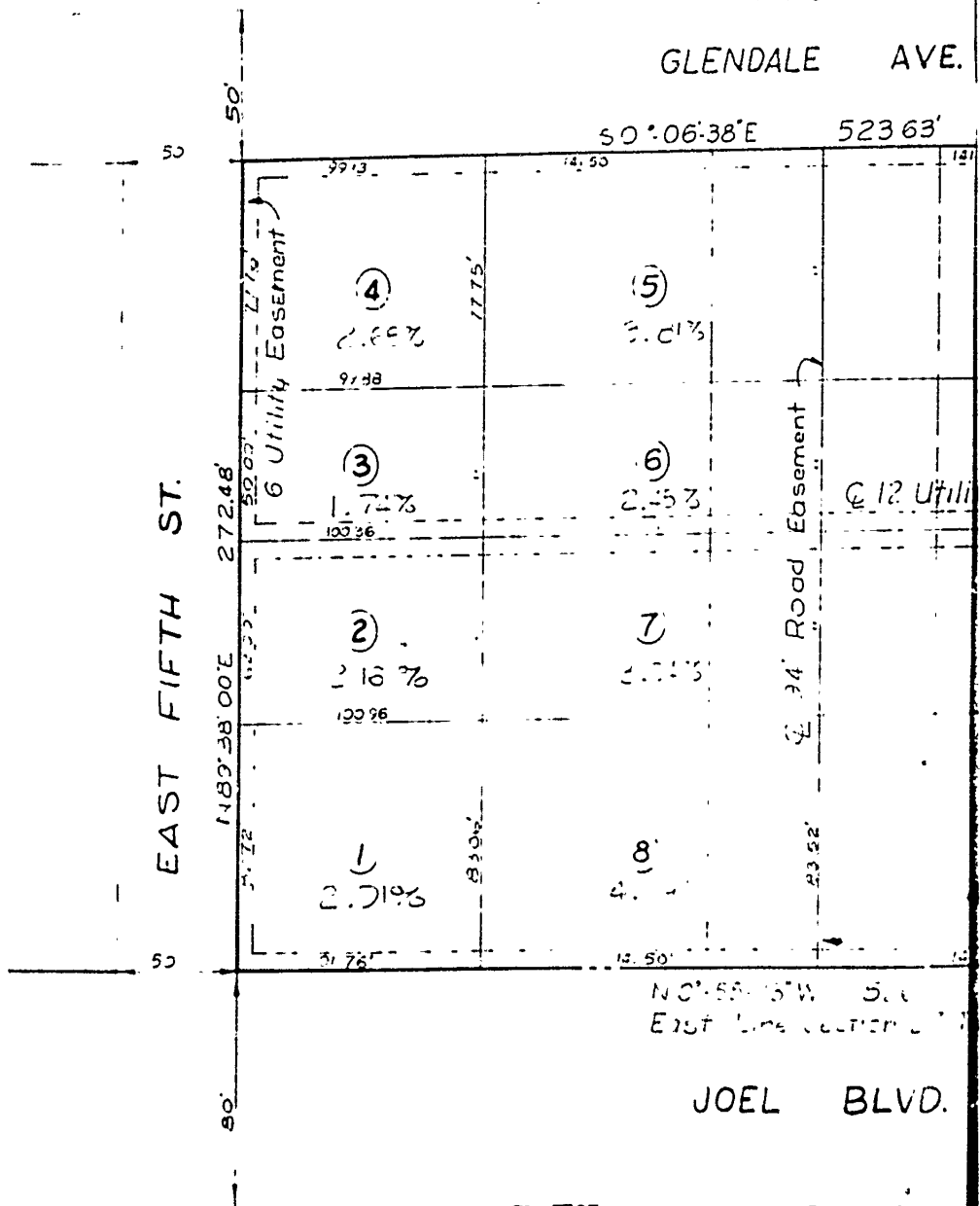
RE: 586 PAGE 220



Scale: 1" = 40'

Exhibit II

GLENDAL AVE.



DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 27 EAST THE ALONG THE WEST LINE OF SECTION 26, TWP 44 S, RGE 27 E AND THE EAST RIGHT-OF-WAY LINE OF OF 200.00 FEET TO THE POINT OF BEGINNING OF A TRACT OF LAND HEREIN DESCRIBED, SAID BE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF JOEL BOULEVARD AND THE NORTH RIGHT-OF-W AS SHOWN ON THE PLAT OF LAKEWOOD TERRACE, A SUBDIVISION OF LEHIGH ACRES, LEE COUNTY, 15, PAGE 120 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE ALONG THE EAST RIGHT BOULEVARD NORTH 00°-55'-23" WEST, A DISTANCE OF 1,052.51 FEET TO THE SOUTH RIGHT-OF-WAY THENCE NORTH 89°-38'-00" EAST, ALONG SAID RIGHT-OF-WAY LINE OF EAST FIFTH STREET, A DIST WEST RIGHT-OF-WAY LINE OF GLENDAL AVENUE, THENCE SOUTH 01°-06'-38" EAST, ALONG SAID WE GLENDAL AVENUE, A DISTANCE OF 1,052.56 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ORANGE 89°-38'-00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ORANGE STREET, A DISTANCE OF 2 OF BEGINNING

ARDENS N° 6

COND. BK 1 PAGE 222

ACRES

IDA

DTY REC. 566 PAGE 221

+ II

AVE.

523.63'

6' Utility Easement

(12)

3.81%

(13)

3.81%

2.45%

(11)

6' Utility Easement

(14)

2.45%

(10)

3.04%

(15)

3.04%

(9)

4.11%

(16)

4.13%

6' Utility Easement

27 Twp 44 South, Range 27 East

BLVD.

E 27 EAST THENCE NORTH 00°55'23" WEST,
OF-WAY LINE OF JOEL BOULEVARD, A DISTANCE
CRIBED, SAID BEGINNING POINT IS ALSO THE
RTH RIGHT-OF-WAY LINE OF ORANGE STREET
S, LEE COUNTY, FLORIDA, FILED IN PLAT BOOK
THE EAST RIGHT-OF-WAY LINE OF JOEL
H RIGHT -OF-WAY LINE OF EAST FIFTH STREET;
STRE T, A DISTANCE OF 272.48 FEET TO THE
ALON. SAID WEST RIGHT-OF-WAY LINE OF
NE OF ORANGE STREET, THENCE SOUTH
DISTANCE OF 275.93 FEET TO THE POINT

I HEREBY CERTIFY THAT THIS PLAT IS A
CORRECT REPRESENTATION OF A SURVEY MADE
UNDER MY DIRECTION AND THAT PERMANENT
REFERENCE MONUMENTS HAVE BEEN PLACED
AS SHOWN

FLORIDA REGISTERED LAND SURVEYOR No. 1895
DATE APRIL 14, 1922



Sheet 1 of 2

CAMILLE GARDEN

LEHIGH ACRES

FLORIDA

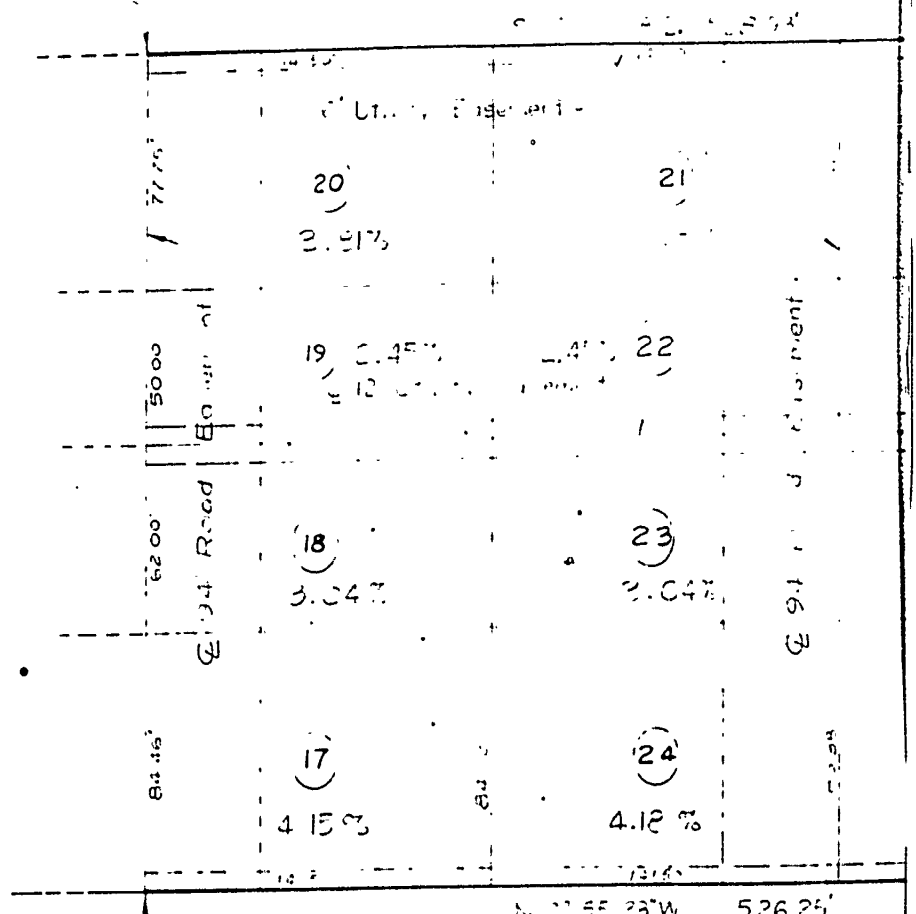
588 PAGE 222



Scale 1" = 40'

SEMI-DIT

GLENDAL AVE



N 37° 55' 23" W 526.25'
E 0° 0' 0" S Section 27 Twp. 44 S

JOEL BLVD.

DRAWN: RES.

CHECKED: RES.

DATE: APRIL 30, 1969

GARDENS N° 6

CONG. BK. 1 Page 223

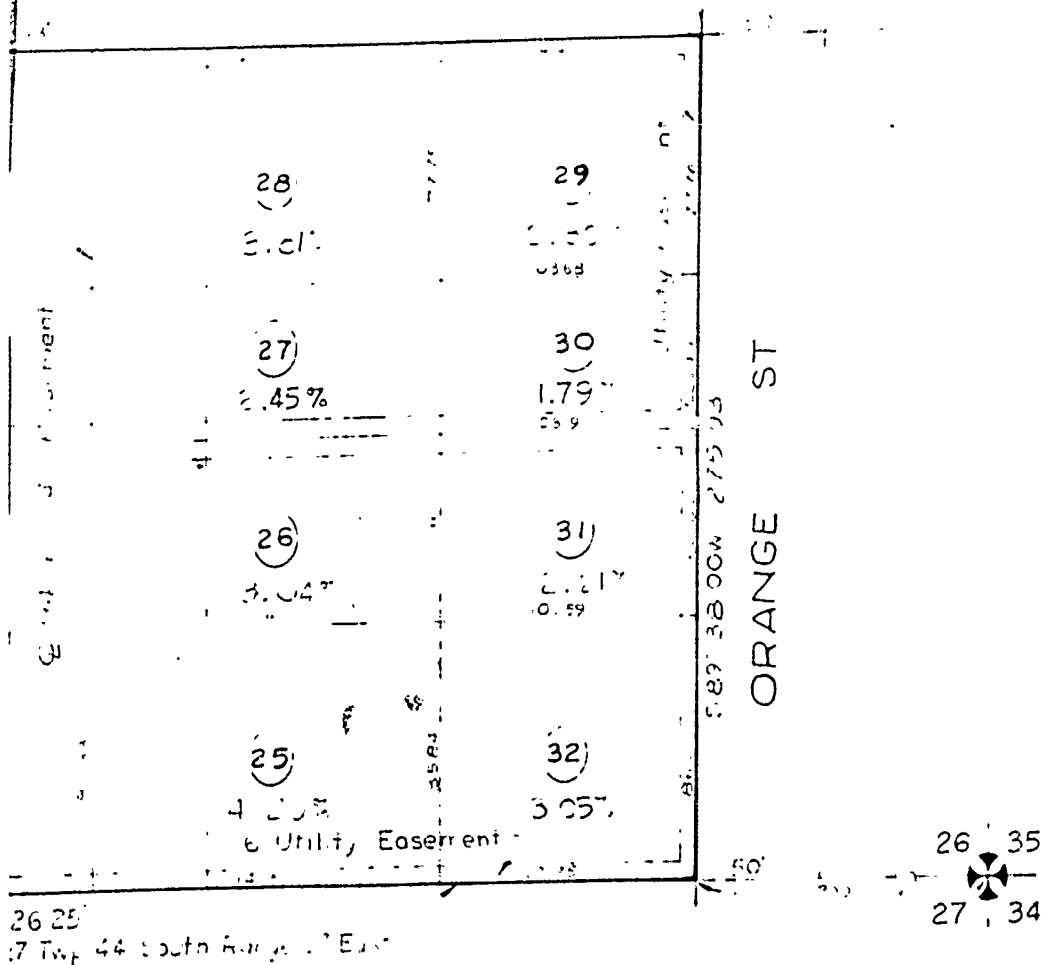
ACRES

FLORIDA

566 PAGE 223

Amount II

AVE.



BLVD.

THE PERCENTAGES SHOWN ARE THE RATIO OF THE AREA OF THE MEASURABLE LOT TO THE TOTAL AREA OF LOTS 1-32 INCLUSIVE, EXPRESSED AS A PERCENT AND THE FIGURES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FLORIDA REGISTERED LAND SURVEYOR No. 1895

DEFINITIONS

As used in this Declaration of Restrictions and By-Laws, unless the context otherwise requires, the following definitions shall prevail:

1. Assessment: Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.
2. Association: Association means the entity responsible for the operation of a condominium.
3. By-Laws: By-Laws mean the by-laws for the government of the condominium as they exist from time to time.
4. Common Elements: Common elements means those portions of the condominium property not included in the condominium units.
5. Common Expenses: Common Expenses means the expenses for which the unit owners are liable to the Association.
6. Common Surplus: Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.
7. Condominium: Condominium is that form of ownership of condominium property under which the improved units are subject to ownership by different owners, and there is appurtenant to each unit as a part hereof an undivided share in the common elements.
8. Condominium Parcel or Unit: Copdominium Parcel or Unit means a unit together with the undivided share in the common elements which is appurtenant to the unit.
9. Condominium Property: Condominium Property means and includes the land in a condominium whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
10. Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.

EXHIBIT III

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

CAMILLE GARDENS NO. 6, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 30th day of July,
A.D., 19 69 as shown by the records of this office.



Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 4th day of August,
A.D. 19 69.

A handwritten signature in cursive script, reading "Tom Adams".

Secretary of State

ARTICLES OF INCORPORATION

OF

CAMILLE GAROLKS NO. 6, INC.

WE, THE UNDERSIGNED, acknowledge and file in the Office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided.

FILED
JUN 30 11 55 AM '69
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of this Corporation shall be CAMILLE GAROLKS NO. 6, INC., and the principal office shall be in Lehigh Acres, Lee County, Florida.

ARTICLE II

The purposes for which this corporation is formed are as follows:

A. To provide an entity or an association as defined in the Condominium Act of the State of Florida, Chapter 711, Florida Statutes 1965, for the condominium to be erected upon lands located in the County of Lee and State of Florida, described in the Schedule hereto annexed and made a part hereof and identified as Schedule A, and as such, to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving and administering the condominium property, and to perform the acts and duties desirable for condominium home management for the units and common elements.

B. To adopt By-Laws for the operation of the condominium property, providing for the form of administration and rules and regulations for governing the association.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those

EXHIBIT IV

provided by the "Condominium Act".

ARTICLE III

Section 1. All unit owners of a condominium parcel shall automatically be members, and their membership automatically terminate when they are no longer owners of a unit. Voting may be in person or by written proxy, and a corporation may hold membership and may vote through an authorized officer or by written proxy.

Section 2. There shall be no more than thirty-two (32) voting members at any one time. The owner of a condominium unit or parcel in the condominium property shall be entitled to cast one (1) vote at all meetings of the members of the association.

A corporation or any individual with an interest in more than one (1) unit may be designated the voting member for each unit in which he owns an interest.

ARTICLE IV

This corporation shall have perpetual existence, unless the condominium is terminated pursuant to the provisions of Sections 16 or 17 of Chapter 711, Florida Statutes, 1965, and in the event of such termination, this corporation shall be dissolved pursuant to Chapter 617.05, Florida Statutes as Amended, Laws of 1959, or other applicable dissolution Statute at the time of dissolution.

ARTICLE V

The names and residences of the subscribers are as follows:

<u>Name</u>	<u>Residence</u>
GERALD H. GOULD	3 David Avenue Lehigh Acres, Florida

GEORGE LAVAC

1221 Barnsdale Street
Lehigh Acres, Florida

ARTHUR KESSLER

505 Oregon Road
Lehigh Acres, Florida

ARTICLE VI

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors comprised of not less than three (3), nor more than seven (7) persons.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation, to be held on the first Monday in January of each year. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance of said year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors on the first Monday in January of each year, to be held immediately following the annual meeting of the Membership. The Board of Directors shall elect from among the members a President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws.

ARTICLE VII

The names of the officers who shall serve until the first election are as follows:

<u>Name</u>	<u>Title</u>
GERALD H. GOULD	President

ARTHUR KESSLER

Secretary

GEORGE LAVAC

Treasurer

ARTICLE VIII

The following four (4) persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first annual meeting of the members:

<u>Name</u>	<u>Residence</u>
GERALD H. GOULD	3 David Avenue Lehigh Acres, Florida
GEORGE LAVAC	1221 Barnsdale Street Lehigh Acres, Florida
ARTHUR KESSLER	505 Oregon Road Lehigh Acres, Florida
HARRY C. POWELL, JR.	11 Greenwood Avenue Lehigh Acres, Florida

ARTICLE IX

The initial By-Laws of said corporation are those annexed to a certain Declaration of Condominium made by Lehigh Acres Construction Corporation, a Florida Corporation, to be recorded among the Public Records of Lee County, Florida, which said Declaration of Condominium pertains to the real property previously described herein. Said By-Laws may be altered or amended or new By-Laws adopted in a manner provided by said Declaration and herein, and in conformity with the provisions and requirements of chapter 711, Florida Statutes 1965.

The By-Laws of said Corporation and/or these Articles of Incorporation may be altered, amended or added to at any duly called meeting of the members, provided (1) that the notice of

meeting shall contain a full statement of the proposed amendment, and (ii) that the quorum requirement for such purpose shall be a majority of all the then members. In addition, it shall be necessary to secure a three-quarters vote of all persons constituting the quorum in order to amend the By-Laws and/or these Articles of Incorporation.

ARTICLE X

This corporation shall never have or issue shares of stock, nor will it ever have or provide for non-voting membership.

IN WITNESS WHEREOF, we hereunto set out hands and seals at Lehigh Acres, Florida this 23 day of July, 19 69.

Signed, Sealed & Delivered
in the Presence of:

Ruth C. Luster

Berta Thomas

Gerald H. Gould (SEAL)
GERALD H. GOULD

George Lavac (SEAL)
GEORGE LAVAC

Arthur Kessler (SEAL)
ARTHUR KESSLER

STATE OF FLORIDA)
COUNTY OF LEE)

ON THIS DAY personally appeared before me, the undersigned authority, duly authorized to take acknowledgments, GERALD H. GOULD, GEORGE LAVAC and ARTHUR KESSLER, to me well known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Lehigh Acres, at said County and State, this 23 day of July, 1969.

Maude J. Shaw
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 12, 1971
BOND \$10,000 THROUGH FRED W. DIEBOLD

LEGAL DESCRIPTION

"Schedule A"

Beginning at the southwest corner of Section 26, Township 44 South, Range 27 East, thence North $00^{\circ}-55'-23''$ West, along the west line of Section 26, Township 44 South, Range 27 East, and the East right-of-way line of Joel Boulevard, a distance of 200.00 feet to the point of beginning of a tract of land herein described, said beginning point is also the intersection of the East right-of-way line of Joel Boulevard and the North right-of-way line of Orange Street, as shown on the Plat of Lakewood Terrace, a subdivision of Lehigh Acres, Lee County, Florida, filed in Plat Book 15, page 120, of the Public Records of Lee County, Florida; thence along the East right-of-way line of Joel Boulevard North $00^{\circ}-55'-23''$ West a distance of 1,052.51 feet to the South right-of-way line of East Fifth Street; thence North $89^{\circ}-38'-00''$ East, along said right-of-way line of East Fifth Street, a distance of 272.48 feet to the West right-of-way line of Glendale Avenue; thence South $01^{\circ}-06'-38''$ East, along said West right-of-way line of Glendale Avenue, a distance of 1,052.56 feet to the north right-of-way line of Orange Street; thence South $89^{\circ}-38'-00''$ West, along said North right-of-way line of Orange Street, a distance of 275.93 feet to the point of beginning.

FILED
JUN 30 11 56 AM '69
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF
CAMILLE GARDENS NO. 6 INC.
A Non-Profit Florida Corporation

ARTICLE IGENERAL

Section 1. The Name: The name of the Corporation shall be CAMILLE GARDENS NO. 6 INC.

Section 2. Principal Office: The principal office of the corporation shall be at Lehigh Acres, Lee County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition and Purpose: For the purpose hereinafter stated, the term "corporation" shall be equivalent to the term "association" as is defined in the Declaration of Restrictions, and further defined in Section 711, et seq., more commonly known as the Condominium Act of the State of Florida.

ARTICLE IIDIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole Board shall be not less than three (3), nor more than seven (7). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum at a special meeting of directors duly called for this purpose shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the Board, if, during his term of office, his membership by reason of his Certificate of Beneficial Interest in the Corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors shall consist of Gerald T. Hall, Jr., or his estate, Arthur Kessler, and Harry C. Howell, Jr., who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, any term to the contrary notwithstanding; provided any or all of said directors shall be subject to replacement, in the event of resignation or death as above provided.

Section 5. Powers:

A. The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of the condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium or by these By-Laws, directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

1. To make, levy and collect assessments against members payable in advance. By a majority vote, the Board of Directors may increase the assessments or vote any special assessment in excess of that amount, if required to meet any necessary additional expenses, but said increase can only be made in the proportion established hereinafter.

2. To use and expend the assessments collected to maintain, care for and preserve the exterior of the private dwellings and condominium property, other than those portions thereof which are required to be maintained, cared for and preserved by the individual unit owners;

3. To make payments for taxes and assessments levied and assessed against the real property and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

4. To enter into and upon the private dwellings when necessary and with as little inconvenience to the owner as possible, in connection with such maintenance, care and preservation. Each owner of a private dwelling grants a perpetual easement to the condominium association or its duly authorized agents to enter his private dwelling at any reasonable time (or at any unreasonable time as the necessities of the situation should so require) for the above said purposes;

5. To repair and replace common property, machinery, equipment and other things.

6. To insure and keep insured the owners and the association against public liability and such other insurance as the Board of Directors may deem advisable. Such insurance may be taken out by the Board of Directors in the name of the Corporation for the benefit of all of the condominium owners. In addition, the Board shall have the

power to insure and keep insured an individual condominium unit and the owner thereof in the event that the owner fails to insure same in accordance with the requirements of the Declaration or in the event that the owner fails to provide the Board of Directors with a proper certificate evidencing such insurance. The premium for any such insurance policy insuring an individual unit shall be chargeable to the owner whose unit is so insured and that it shall constitute a lien upon the owner's unit as provided in the Declaration.

7. To collect delinquent assessments by legal action or otherwise; to abate nuisances and to enjoin or seek damages from the owners of the private dwellings for violations of these By-Laws or any of the other governing rules.

8. To employ a manager who shall manage the condominium on such terms and conditions as the Board of Directors shall deem appropriate, and to delegate to such manager such powers as may be necessary in connection with the operation of the condominium to employ workmen, janitors, and gardeners and to purchase supplies and equipment; to enter into contracts, and generally to have the powers of manager in connection with the matters set forth herein; or, to enter into a Management Contract with a professional management organization wherein and whereby the management organization is engaged to manage and maintain the condominium property upon such terms and conditions as the Board of Directors shall deem appropriate.

9. To acquire and enter into agreements whereby the Association will acquire leaseholds, memberships and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, for the enjoyment recreation or otherwise or benefit of the unit owners; and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and to include covenants and restrictions concerning the use of the same by the unit owner.

10. To make reasonable rules and to amend same from time to time; such rules and amendments shall be binding upon the owners after the Board has approved same.

The Board of Directors may, by a majority vote of the whole Board, designate committees, such committees to consist of at least three (3) members of the Corporation, one (1) of whom shall be a director, which may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation as the Board may direct. Such committees shall have such names or name as may be determined from time to time by the Board of Directors. Committees established by the Board of Directors shall report to the Board as required.

Section 6. Compensation: Directors and officers fees, if any, shall be determined by the members of this Association.

SHEPPARD & ALDIA
ATTORNEYS AT LAW
CITIZENS BANK BUILDING
LEHIGH ACRES, FLORIDA 33536

Section 7. Meetings:

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general member's meeting, and immediately after the adjournment of same.

B. Regular meeting of the Board may be held monthly, without notice, at a designated time and place.

C. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting, either personally, by mail or telephone or telegram, at least five (5) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

D. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

Section 8. Annual Statement: The Board shall present no less often than at the annual meeting, a full and clear statement of the business and condition of the Corporation, including a report of the operating expenses of the Corporation and the assessments, paid by each member.

ARTICLE III

Section 1. • Elective Officers: The officers of the Corporation shall be chosen by the directors and shall be a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more assistant secretaries and assistant treasurers. Two (2) or more offices may not be held by the same person.

Section 2. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect a president, a secretary, and a treasurer, none of whom, excepting the President, need be a member of the Board.

Section 3. Appointive Offices: The Board may appoint such other officers as it shall deem necessary who shall hold such offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4 Term: The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officers elected or appointed by the Board

of Directors may be removed, at any time, by a majority vote of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by a majority vote of the Board of Directors.

Section 5 President: The President shall preside at all meetings of the members and directors, shall be ex-officio member of all standing committees, shall exercise general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation and attested by the Secretary except where the same are required or permitted by law to be otherwise signed.

Section 6 The Secretary and Assistant Secretary: The Secretary and/or Assistant Secretary, shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of the proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep the seal of the Corporation, and when authorized by the Board, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by his signature or the signature of the assistant secretary. The assistant secretary shall, in the absence or disability of the secretary perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7 The Treasurer and Assistant Treasurer:

A. The treasurer shall have the custody of the Corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation.

C. The Assistant Treasurer shall, in the absence of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

D. He may also be required to give the Corporation a bond in a sum and with one or more sureties satisfactory

to the Board, for the faithful performance of the duties of his office. The cost of the premium of any bond required herein shall be paid for by the Association.

Section 8. Indemnification of Corporate Officers; Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled and not provided for.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definition: Membership in the Association shall be limited to the owner of a condominium unit who shall automatically become a member of this Association, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Voting Rights: Each member shall be entitled to cast one (1) vote at all meetings of the members of the Association.

Section 3. Transfer of Membership and Ownership: Membership in the Corporation may be transferred only as an incident to the transfer of ownership of the transferor's condominium parcel in fee simple. Unless otherwise provided herein, such transfer shall only be accomplished with the approval of the Board of Directors, which approval shall not be unreasonably withheld. The method for transfer of ownership and membership is more fully described in the Declaration of Condominium.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Corporation membership shall be held at the office of the Corporation or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual Meeting:

A. The first annual meeting of members shall be held on the 15th day of January, 19____.

B. Regular annual meetings, subsequent to 19____ shall be held on the 15th day of January in each year if not a legal holiday, and, if a legal holiday, then on the next secular day following.

C. All annual meetings shall be held at the hour of 10:00 o'clock in the forenoon.

D. At the annual meeting, the members shall elect, by a plurality vote, (cumulative voting prohibited) a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation at least ten (10) days prior to the meeting.

F. If the date of the annual meeting falls on a Saturday or Sunday, then the annual meeting shall be held on the first Monday immediately following:

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Corporation; and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of five (5) members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-one (51%) per cent of the total number of members of the Corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transaction at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required -- permitted by any provision of the statutes or of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure: All meetings shall be conducted in accordance with Roberts Rules of Order (latest edition) when said Rules are not in conflict with the Article of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws notice is required to be given to any director or member, it shall not be construed to mean personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such director or member at such address as appears on the books of the Corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the Statutes or of the Certificate of Incorporation, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year.

Section 2. Cheques: All cheques or demands for money and notes of the Corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments: The Board of Directors of the Corporation shall, from time to time, fix and determine the sum or sums necessary for the continued operation of the condominium. It shall determine the total amount required including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the provisions contained in the Declaration. Said assessments shall be payable in monthly installments in advance as ordered by the Board of Directors. Special assessments, if required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees promptly to pay when due the monthly and all special assessments assessed against his own condominium unit. No member shall be personally liable for any debts of the condominium corporation.

Section 4. Operating Account: There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly and special assessments as authorized. Disbursements from said account shall be for the general needs of the Corporation, including but not limited to, wages, repairs

maintenance and other operating expense. of the condominium corporation.

Section 5. Annual Audit: An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 15th of the year following the year for which the report is made.

ARTICLE VIII

SEAL

Section 1. The Seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words, "Non-Profit". Said Seal may be used in accordance with the directions of the Board of Directors.

ARTICLE IX

HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the condominium and units located therein, and the conduct of all residents thereof.

A. All condominium units shall be used for residential purposes only, for the owners thereof, for their immediate families and social guests, and for tenants occupying said units under lease. They may not be used for any business or commercial use whatsoever.

B. Condominium unit owners shall not use or permit the use of the premises in any manner which would be disturbing to or a nuisance to other said owners, or in such a way as to be injurious to the reputation of said condominium.

C. Clothes, wash and laundry will be hung only upon the facility and in the location provided by the Association. No clothes, wash or laundry shall be hung in carports, or in any other location not approved by the Board of Directors.

D. Condominium unit owners or occupants having pets must keep said pets on leash and said pets shall not be permitted to roam over the condominium property unless accompanied by the owner or the owner's representative, to the end that a unit owner's or occupant's pet shall not be permitted to disturb other unit owners or occupants or to create a condition of nuisance or discomfort to other unit owners.

E. Neither unit owners, occupants nor their guests shall be permitted to park automobiles or other vehicles on any grassed area within the condominium property.

ARTICLE XDEFAULT

In the event an owner of a unit does not pay any sums, charges, or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, through its Board of Directors or manager, may foreclose the lien encumbering the condominium created by the non-payment of the required monies. In said foreclosure action, the plaintiff shall be entitled to the appointment of a receiver. The plaintiff shall also have the right to bid in the condominium unit at foreclosure sale and to acquire, and hold, mortgage and convey the same. A suit to recover a money judgment for unpaid common expenses or monthly assessments shall be maintainable without foreclosure or waiving the lien securing the same. The losing defendant in either action shall pay the costs thereof, together with a reasonable attorney's fee.

If any action of foreclosure is brought against the owner of a unit for the non-payment of monies due the Association or a mortgagee and the interest of said owner and to the real estate is foreclosed, then at the time of foreclosure sale, the unit owner's rights in and to the condominium association shall similarly be foreclosed and a new certificate of beneficial interest shall be issued to the purchaser of said foreclosed unit at foreclosure sale.

If the Association becomes the owner of the condominium unit in question, it shall offer said unit for sale and when such sale is consummated, it shall, from the proceeds received from said sale, first deduce all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the lawsuit in question, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit in question, including advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the unit. Any monies remaining shall be payable to the former owner of the unit so sold.

In the event of violation by the owner of a unit of any of the provisions of the Enabling Declaration, Corporate Charter, or Restrictions and By-Laws, as are now or hereafter constituted, the Association may, after giving thirty (30) days notice to said owner, by direction of its Board of Directors, bring a Court action on said violation and shall have the right to petition for cancellation of the unit owner's interest in his parcel. If such be granted by the Court, then the interest of the violating unit owner shall be foreclosed in accordance with the then existing Florida laws relating to the foreclosure of either mortgages or liens, whichever shall be more applicable. Each owner of a condominium unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance.

Section 1 Surrender of Condominium Unit: In the event of the legal termination of a certificate and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member shall promptly quit and surrender the owned condominium unit to the association in good repair, ordinary wear and tear excepted, and the association shall have the right to re-enter and to repossess the owned apartment. The member, for himself and any successor in interest by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by law.

ARTICLE XI

AMENDMENT

These restrictions and By-Laws may only be altered, amended or added to at any duly called meeting of the members, provided (1) that the notice of meeting shall contain a full statement of the proposed amendment, and (2) that the quorum requirements for such purpose shall be a majority of all the thirty two (32) members. In addition, it shall be necessary to secure a three-fourths (3/4ths) vote of all persons constituting the quorum in order to amend the restrictions and By-Laws.

ARTICLE XII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XIII

ARBITRATION

Section 1. Any question arising concerning the construction of any of the By-Laws set forth herein or the action on the part of the Board of Directors, with reference to any of the duties and responsibilities placed upon the said Board of Directors, the aggrieved member shall have the right to have the dispute in question arbitrated pursuant to the terms and conditions of the Florida Arbitration Code, Florida Statutes, 1965, Chapter 57, et seq, or its successor.

Section 2. Every condominium parcel owner by accepting his Certificate of Beneficial Interest from the Association has signified his intention to have the decision of the Arbitrators made a Rule of Court,

ARTICLE XIV

MISCELLANEOUS

Section 1. The property and facilities of the Association shall at all times be restricted in use to the Association members and their guests.

Section 2. Under no circumstances shall Association property be leased or operated for profit, except that individual condominium unit owners may lease their units heretofore provided in the Declaration of Condominium and these By-Laws.

Section 3. Each unit owner shall have the right of use of a designated parking space, said designation to be made by the original developer and builder, at the time of the sale of the condominium unit to the owner. The use of the designated parking space shall be vested in the unit owner to whom said space has been assigned, his successors or assigns.

a. No unit owner shall be permitted to rent or lease the parking space so assigned for his use to any third person.

Section 4. The breach of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose Grantor's title thereto is or was acquired by foreclosure, Trustee's sale or otherwise. This provision is not meant to bind doreclosing mortgagees to the rules contained herein for transfer of ownership interests in and to the condominium units. However, any mortgagee upon any condominium unit or parcel agrees that with this one exception it shall comply with all other rules, regulations and By-Laws of the condominium association and its subsequent transferee shall thereafter similarly be bound by all of the condominium association's rules, regulations and By-Laws.

MANAGEMENT CONTRACT

THIS AGREEMENT made this 2nd day of June, 1969, by and between HOME OWNER'S SERVICE, INC., a Florida Corporation, hereinafter called the "MANAGER", and CAMILLE GARDENS NO. 6, INC., a Corporation not for Profit under the Laws of the State of Florida, hereinafter called the "ASSOCIATION",

WHEREIN IT IS AGREED AS FOLLOWS:

(1) PURPOSE:

ASSOCIATION is the governing body for the CAMILLE GARDENS NO. 6 Condominium, located at Lehigh Acres, Florida. MANAGER is engaged in the business of managing and maintaining various residential and commercial developments within the Lehigh Acres area, including condominium properties. As such, MANAGER is familiar with the proper operation of CAMILLE GARDENS NO. 6, and has read, examined and become completely knowledgeable with the condominium documents creating CAMILLE GARDENS NO. 6, including the Declaration and the By-Laws. This Agreement is to provide for the maintenance and the operation of the Condominium by MANAGER on behalf of the ASSOCIATION.

(2) TERM:

The term of this Agreement shall begin with the day within which the first closing of a sale of a condominium unit in the condominium takes place and will continue for ten (10) years thereafter, unless otherwise sooner terminated under the provisions of this Agreement.

This Agreement may be terminated by either party hereto for cause only; that is to say, the ASSOCIATION may cancel this

Agreement if the MANAGER is not performing, in reasonably proper fashion, the duties herein undertaken by the MANAGER and the MANAGER may terminate this Agreement in the event that the ASSOCIATION does not perform the obligations undertaken by it under the terms of this Agreement. At least ninety (90) days notice shall be given, in writing, by the party seeking to terminate, to the opposite party, setting forth the reasons for termination.

(3) DUTIES OF THE MANAGER:

A. MANAGER will provide for the maintenance of the building or buildings, and other improvements in the condominium, and will provide for the maintenance and landscaping of the grounds of the condominium. Such maintenance shall, however, be limited to that maintenance which the condominium ASSOCIATION is required to perform under and by virtue of the Declaration of Condominium and the Exhibits attached thereto, including the By-Laws of the Condominium ASSOCIATION.

B. The condominium unit owners shall be expected and required to maintain the interior portions of their respective condominium unit buildings at their own cost and expense.

C. MANAGER will provide and keep available a responsible person or persons with whom the Board of Directors of the ASSOCIATION may deal.

D. All funds collected by the ASSOCIATION from assessments against unit owners shall be promptly paid over to the MANAGER, who shall keep same in a separate bank account for the purpose of paying for the maintenance and upkeep of the Condominium. The MANAGER shall be required to account, in writing, to the Board of Directors of the Association, each

mont., for collections and expenditures.

D. The ASSOCIATION agrees that it will maintain the assessments against the unit owners at a sufficient level to insure that the MANAGER shall always have sufficient funds with which to pay for the maintenance, operation and upkeep of the Condominium. In this connection, the ASSOCIATION agrees that it will maintain the monthly assessments at a level consistent with this Agreement, and that, if necessary, it will levy additional assessments against the unit owners as may be required to fund the maintenance of the condominium in a first-class manner in accordance with the provisions of this Agreement.

F. The provisions of this Management Agreement are subject to Paragraph 1, subparagraph I (i) and (ii) of the Declaration of Condominium for CAMILLE GARDENS NO. 6, the terms of which are specifically herewith adopted by reference and made a part hereof as though set out herein in full.

(4) CONSIDERATION:

The Services of the MANAGER shall be performed upon a fixed fee plus cost basis. The costs to be reimbursed to MANAGER shall be the costs of all materials, supplies and services. The cost of services to be reimbursed will include the costs of all the employees of the MANAGEMENT COMPANY, for the time expended directly upon the performance of matters required by the terms of this Agreement. MANAGER may reimburse itself for such costs and monthly fees from the Bank Account heretofore referred to (Being a separate account for the ASSOCIATION). However, such reimbursement shall be subject to the rendition by the MANAGER to the ASSOCIATION of monthly accountings. The fixed fee shall be a sum equal to twenty per cent

(20%) of the costs to be reimbursed to MANAGER as aforesaid, which fee shall be payable monthly.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by and through their duly authorized officers the day and year first above written.

HOME OWNER'S SERVICE, INC.,
a Florida Corporation

WITNESSES:

Rich M. Christian
Z. B. Gray

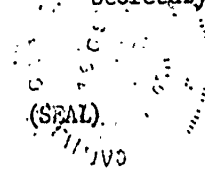
By [Signature] President
Attest [Signature] Secretary



CAMILLE GARDENS NO. 6, INC.,
a Florida Corporation

Rich M. Christian
M. Hower

By [Signature] President
Attest [Signature] Secretary



NOTARIAL
STATE OF FLORIDA
CLERK OF DISTRICT COURT
BY [Signature] D.C.
DEC 12 5 32 AM '69

SHEPPARD & ALON
ATTORNEYS AT LAW
CITIZENS BANK BUILDING
LEHIGH ACRES, FLORIDA 33061