

BY-LAWS

OF  
COUNTRY CLUB GARDENS CONDOMINIUM, INC.

A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1: The Name: The name of the corporation shall be COUNTRY CLUB GARDENS CONDOMINIUM, INC.

Section 2: Principal Office: The principal office of the corporation shall be at Lehigh Acres, Lec 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 II

DIRECTORS

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 of the membership. 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 & Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining 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 H. Gould, George Lavac, Arthur Kessler, Harry C. Powell, Jr. and William C. Wenzel

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything contained herein 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 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, not 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 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 contract, 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 other use 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.

(11) 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 name or names 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 the Association.

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 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 meetings 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 easements paid by each member.

ARTICLE III

OFFICERS

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 Officers: 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 officer 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 meeting 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 or disability 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 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 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 of 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 4th day of January, 1971.

B. Regular annual meetings subsequent to 1971 shall be held on the first Monday of January in each year if not a legal holiday and, if a legal holiday, 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.

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 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%) percent 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, any business may be transacted which might have been transacted 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 of 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 & Consent:

Whenever the vote of members at a meeting is required or 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 Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

ARTICLE VI

NOTICES

Section 1 Definitions: Whenever under the provisions of the statutes or of the Certificate of Incorporation or 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 same in a post office or letter box in a postpaid 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 Checks: All checks 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 operation.

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 expenses 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

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 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 X

DEFAULT

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 unit created by the non-payment of the required moneys. 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 in 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 be similarly 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 deduct 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 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 requirement for such purpose shall be a majority of all the 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

Whenever the masculine singular form of a 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 questions 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.

REC: 625 204

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 as heretofore provided in the Declaration of Condominium and these By-Laws.

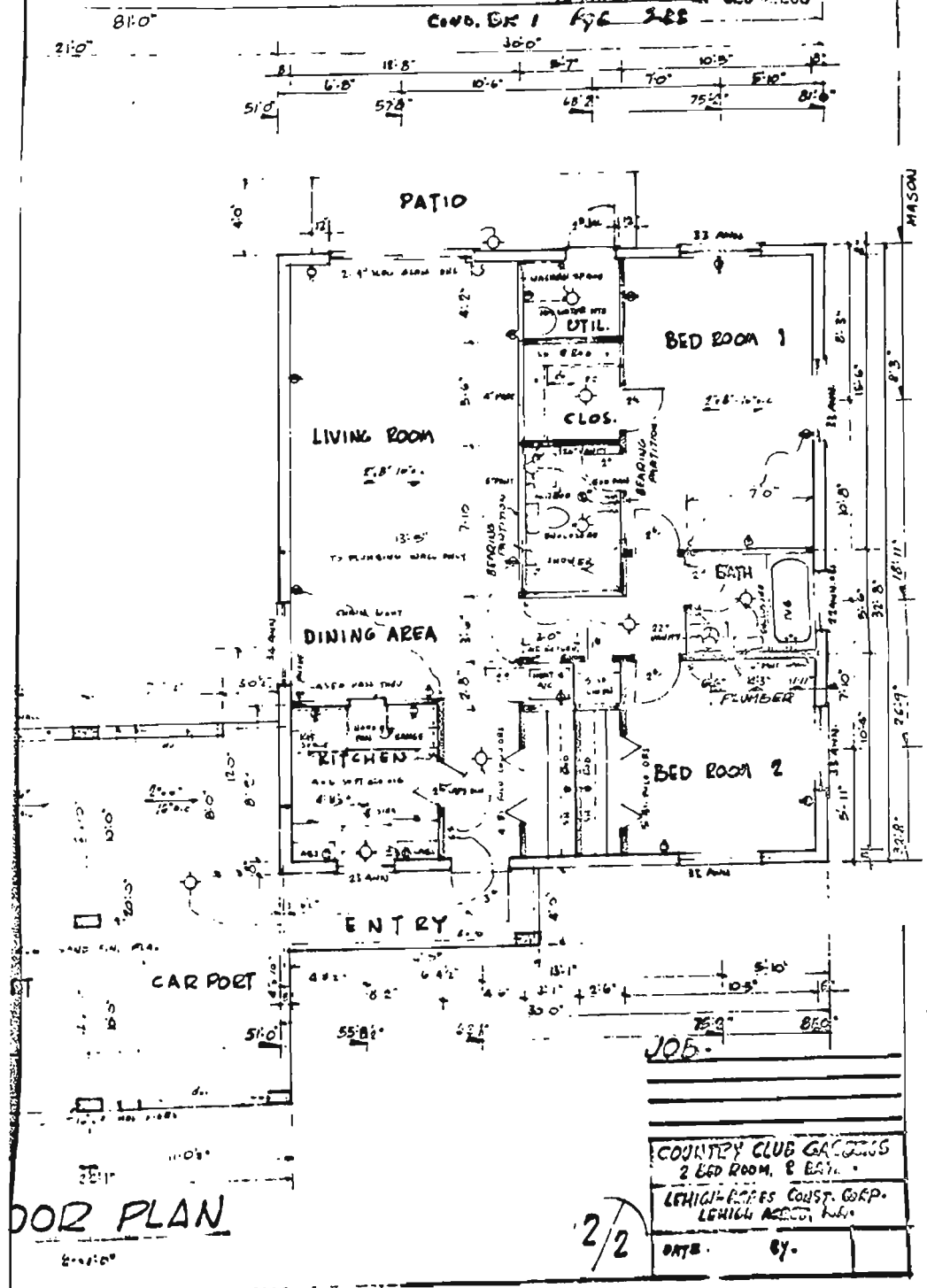
Section 3. Each unit owner shall have the right of use of a designated parking space, said designation to be made by the original developer and builder, at the time of the sale of the condominium unit to the owner. The use of the designated parking space shall be vested in the unit owner to whom said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



COND. BK 1 PG 388

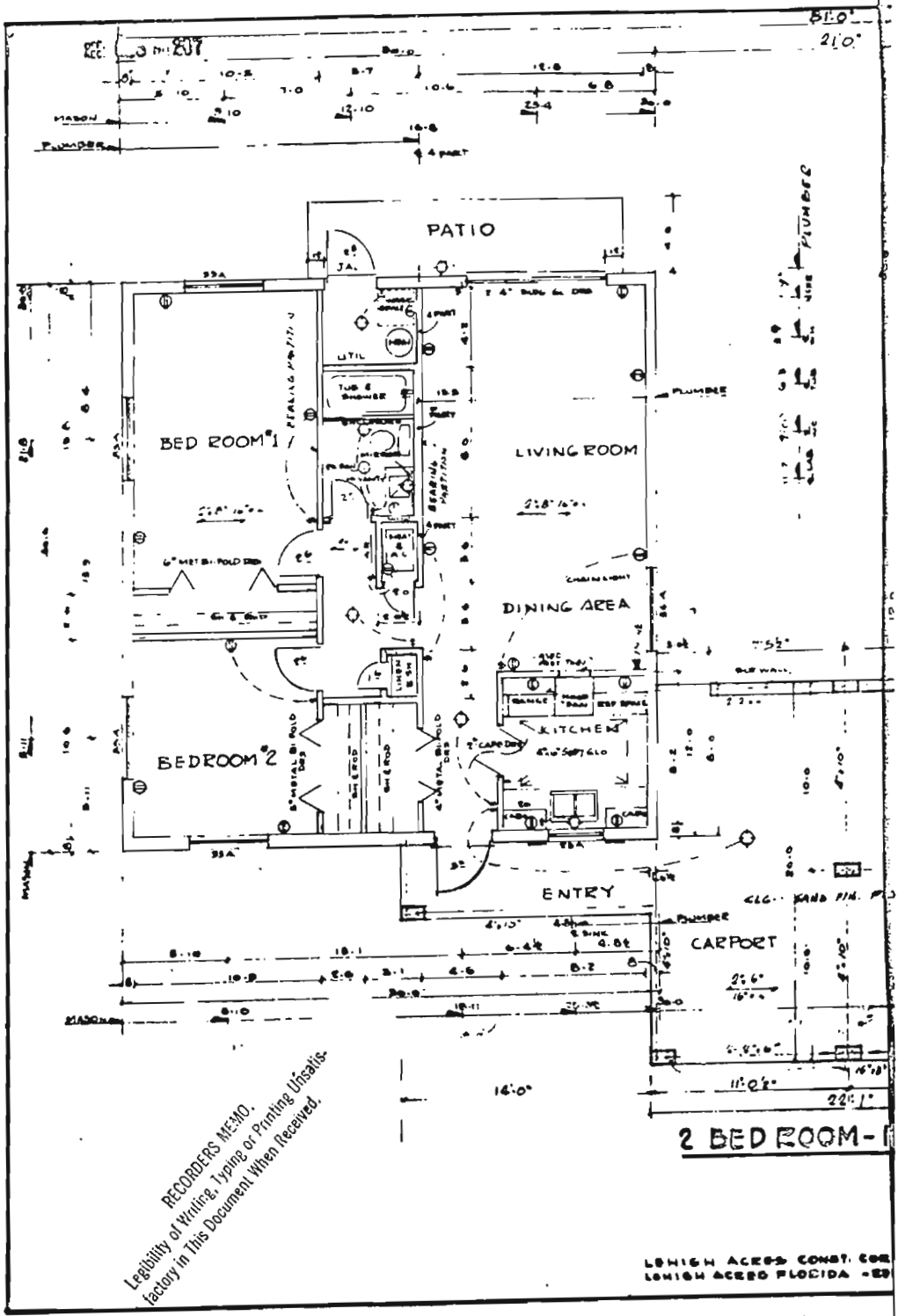


FLOOR PLAN

JOB-

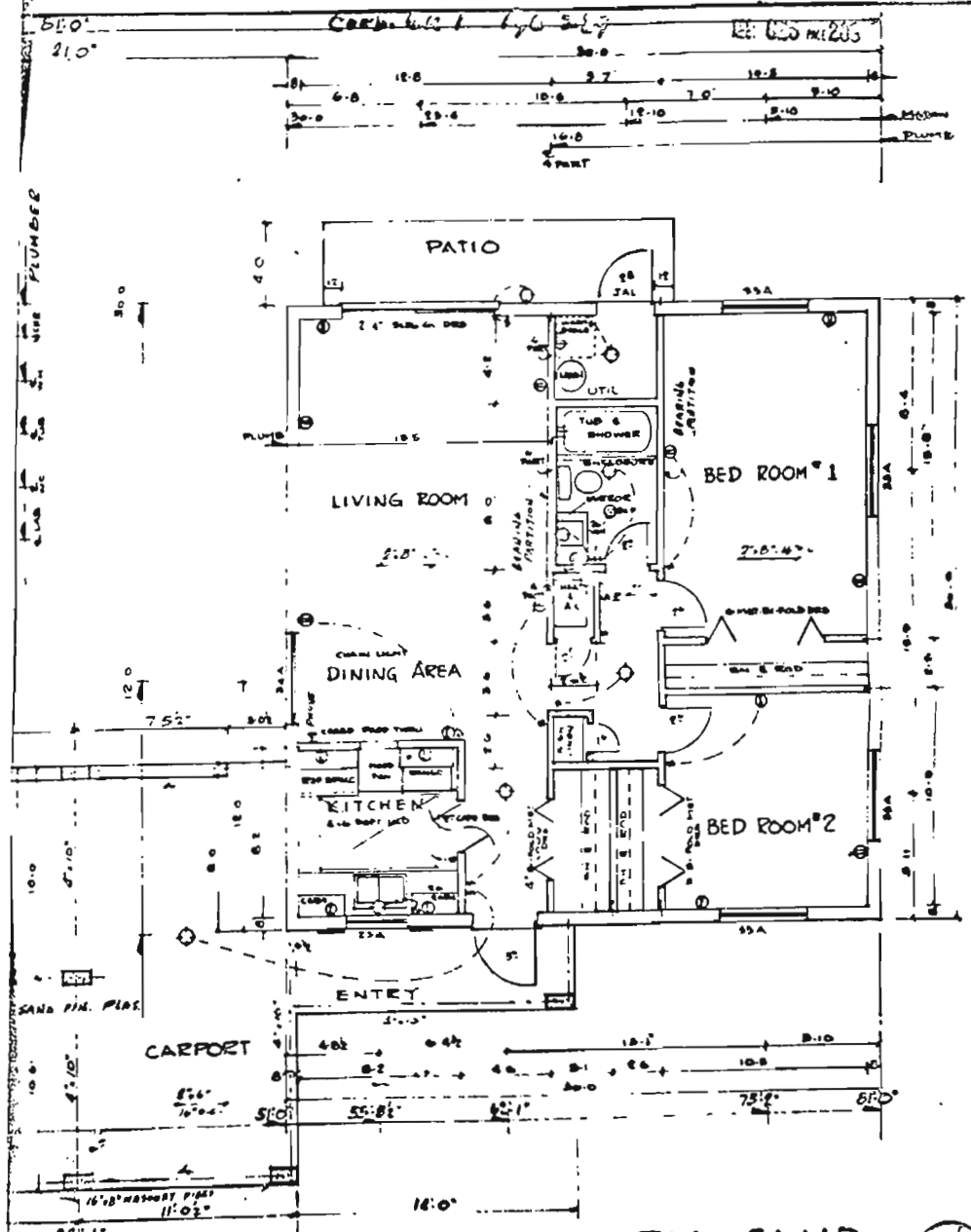
COUNTRY CLUB GOLF COURSE  
 2 BED ROOM, 8 BATH.  
 LEHIGH RIFLES CONST. CORP.  
 LEHIGH AREA, PA.  
 DATE: 67.

RECORDERS MEMO.  
 Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.



RECORDERS MEMO.  
 Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

LEHIGH ACRES CONST. CORP.  
 LEHIGH ACRES FLORIDA - 89



00M-1BATH SCALE 1/8"=1'-0"

ENTRY CLUB  
GARDENS (C/A)

CONST. CORP.  
FLORIDA - ED DRAWN - 6-21-70 P40


RECORDERS MEMO.  
Legibility of Writing, Typing or Printing Unsatisfactory in This Document when Received.

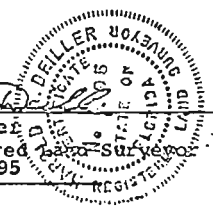
CERTIFICATION

I HEREBY CERTIFY that the attached Survey and Building Plans, together with the wording of the Declaration of Restrictions, Limitations, Covenants and Usces Creating and Establishing a Plan for Condominium Ownership for COUNTRY CLUB GARDENS CONDOMINIUM, 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 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. Deille  
Florida Registered Surveyor  
No. 1895



**EXHIBIT II**

# COUNTRY CLUB GARD

## DESCRIPTION

BEARING AT THE NORTHEAST CORNER OF SECTION 32 TRACT 5 WITH  $00^{\circ}29'55''$  EAST ALONG THE EASTERLY RIGHT-OF-WAY BOULEVARD A DISTANCE OF 229.15 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 756.75 FEET, A DELTA ANGLE OF  $21^{\circ}05'21''$  AND AN ARC DISTANCE OF 446.96 FEET TO THE POINT OF BEGINNING OF LAND HEREIN TO BE DESCRIBED; THENCE SOUTH  $56^{\circ}02'00''$  WEST A DISTANCE OF 58.05 FEET TO THE WESTERLY LINE OF AN 80 FOOT CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET, A DELTA ANGLE OF  $29^{\circ}55'00''$  EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET, A DELTA ANGLE OF  $29^{\circ}55'00''$  WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF TANGENCY TO THE WESTERLY RIGHT-OF-WAY LINE OF BOULEVARD A DISTANCE OF 132.82 FEET TO A POINT OF TANGENCY TO THE WESTERLY RIGHT-OF-WAY LINE OF BOULEVARD A DISTANCE OF 162.93 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 407.2135 FEET AND AN ARC DISTANCE OF 188.75 FEET TO THE POINT OF TANGENCY TO THE WESTERLY RIGHT-OF-WAY LINE OF BOULEVARD; THENCE SOUTH  $89^{\circ}05'56''$  WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 240 FEET, A DELTA ANGLE OF  $34^{\circ}54'02''$  WEST, A DISTANCE OF 240 FEET TO THE POINT OF TANGENCY TO THE WESTERLY RIGHT-OF-WAY LINE OF BOULEVARD; THENCE NORTH  $55^{\circ}05'56''$  EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 99.05 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 756.75 FEET, A DELTA ANGLE OF  $21^{\circ}05'21''$  WEST, A DISTANCE OF 267.38 FEET TO THE POINT OF BEGINNING.

RECORDERS MEMO.  
 Legibility of Writing, Typing or Printing (Unsatisfactory in This Document When Received)

MAY 20, 1970 (70)  
 DATE: APRIL 24, 1970  
 DRAWN: JCS  
 CHECKED: JCS

THE PERCENTAGES SHOWN ARE THE PERCENTS OF THE AREA OF THE WHOLE ACRES LOT TO THE TOTAL AREA OF LOT 1-36 IN BLOCK 1, PHASE 2, AS A PERCENT. THE DRAWING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FLORIDA REGISTERED LAND SURVEYOR NO. 1295

# RY CLUB GARDENS

## DESCRIPTION

THE EAST CORNER OF SECTION 34 TWP 44S. RGE. 27E ;  
 EAST ALONG THE EASTERN RIGHT-OF-WAY LINE OF JUEL  
 BOULEVARD A DISTANCE OF 229.15 FEET TO THE POINT OF CURVATURE OF A CURVE  
 HAVING A RADIUS OF 756.78 FEET, A DELTA ANGLE OF 33° 50' 26"  
 OF 446.98 FEET TO THE POINT OF BEGINNING OF A TRACT  
 DESCRIBED; THENCE SOUTH 56-39-29 EAST A DISTANCE  
 WESTERLY LINE OF AN 80 FOOT CANAL RIGHT-OF-WAY; THENCE  
 ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 420.47 FEET ;  
 5° WEST, A DISTANCE OF 45.00 FEET TO A POINT ON A CURVE  
 HAVING A RADIUS OF 50 FEET A DELTA ANGLE OF 152° 12' 04" AND AN  
 ARC DISTANCE OF 148.20 FEET TO A POINT OF BEGINNING ; THENCE SOUTH 27-18-01"  
 WESTERLY RIGHT-OF-WAY LINE OF DANIA COURT A DELTA ANGLE OF  
 108° 05' 55" WEST, A DISTANCE OF 635.84 FEET TO THE  
 POINT OF BEGINNING OF DANIA COURT PARKWAY; THENCE NORTH  
 15° 30' 00" WEST, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING  
 OF DANIA COURT PARKWAY; THENCE NORTH 15° 30' 00" WEST, A DISTANCE OF 100 FEET  
 TO THE WESTERLY RIGHT-OF-WAY LINE OF JUEL BOULEVARD;  
 EAST ALONG SAID RIGHT-OF-WAY LINE OF JUEL BOULEVARD,  
 A DISTANCE OF 75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT  
 HAVING A RADIUS OF 75 FEET, A DELTA ANGLE OF 21° 45' 27" AND AN ARC DISTANCE  
 OF 16.10 FEET TO THE POINT OF BEGINNING.

RECORDERS MEMO.  
 Legibility of Writing, Typing or Printing Unsatis-  
 factory in This Document. When Received.

AS SHOWN AND THE SAME  
 ACCORDING TO THE  
 1-36 INCLUSIVE, FURNISHED  
 THE FOLLOWING IS TRUE AND  
 CORRECT TO MY KNOWLEDGE

I HEREBY CERTIFY THAT THIS PLAT IS A CORRECT  
 REPRESENTATION OF A SURVEY MADE UNDER MY  
 DIRECTION AND IS TRUE AND CORRECT TO THE BEST  
 OF MY KNOWLEDGE AND BELIEF. THERE ARE NO  
 VISIBLE ENCROACHMENTS OTHER THAN SHOWN ON  
 ATTACHED DRAWINGS.

CONVEYOR No. 1898

FLORIDA REGISTERED

CONVEYOR No. 16



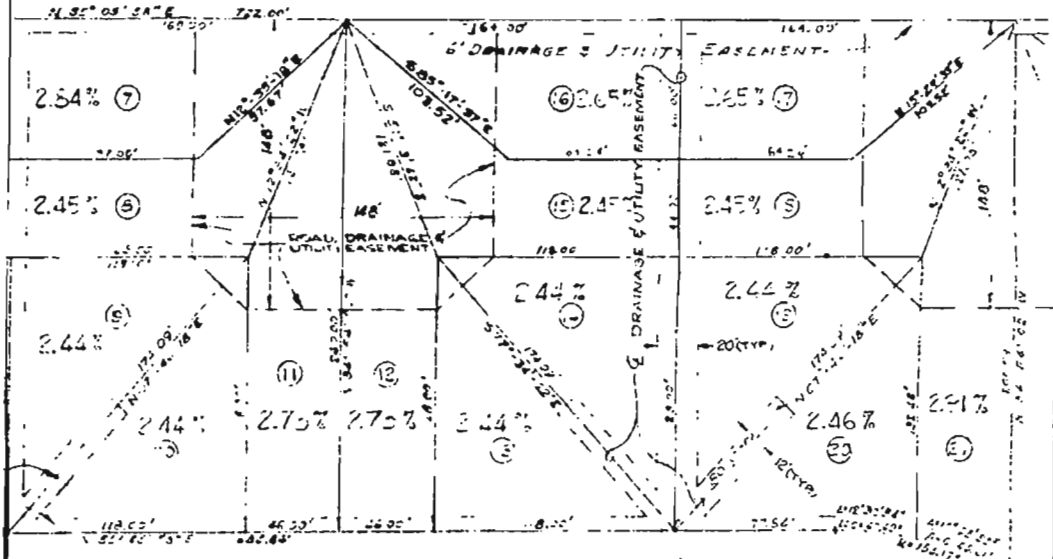
66, 11 11 11 291

05 11 11 11



SCALE - 1" = 40'

JOEL BLVD - 80' R/W



ANIA CIRCLE - 50' R/W

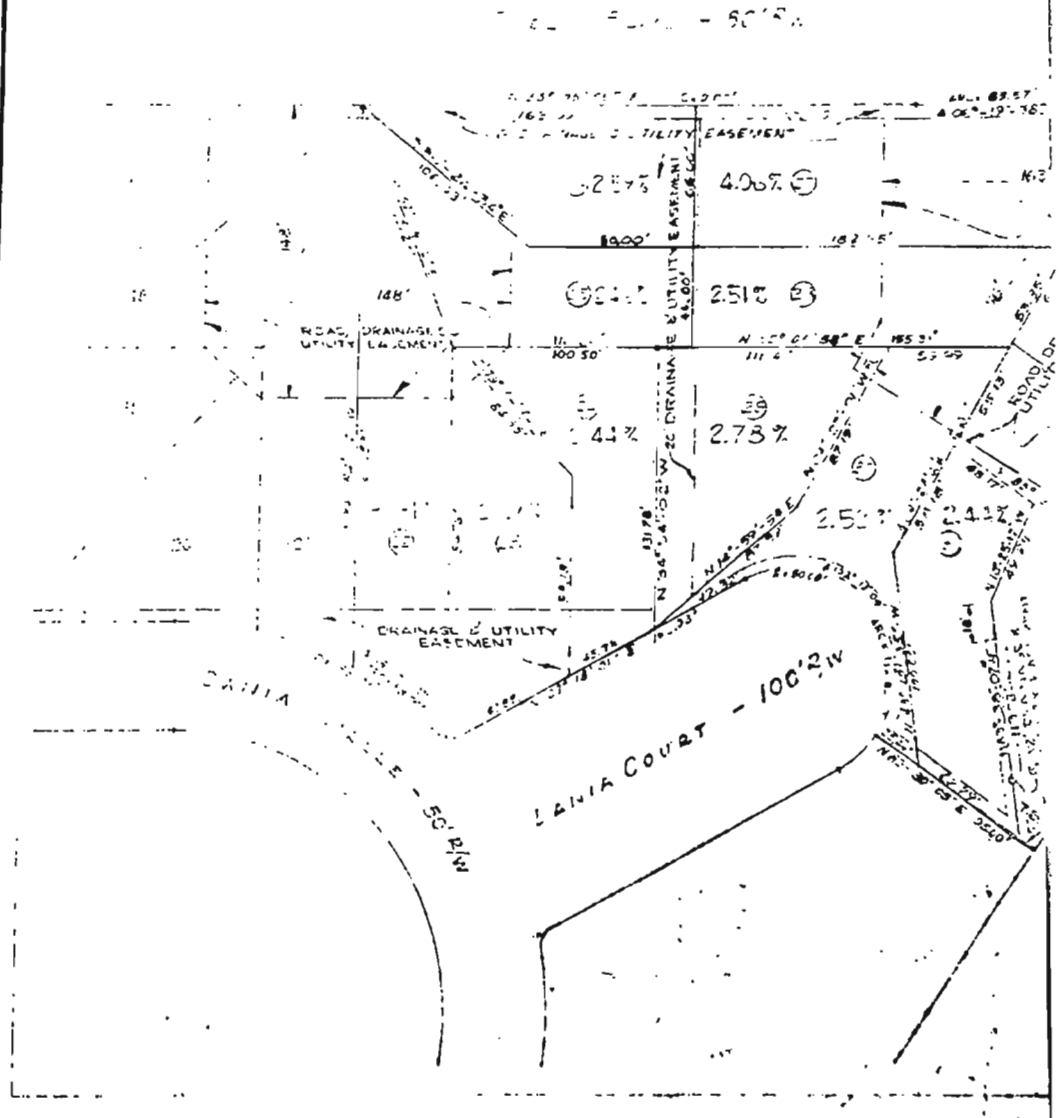
**COUNTRY CLUB GARDENS**

SECTION 34 - TWP. 46 - RGE. 27E  
A SUBDIVISION OF  
LEHIGH ACRES  
LEE COUNTY, FLORIDA

SHEET

RECORDERS MEMO.  
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

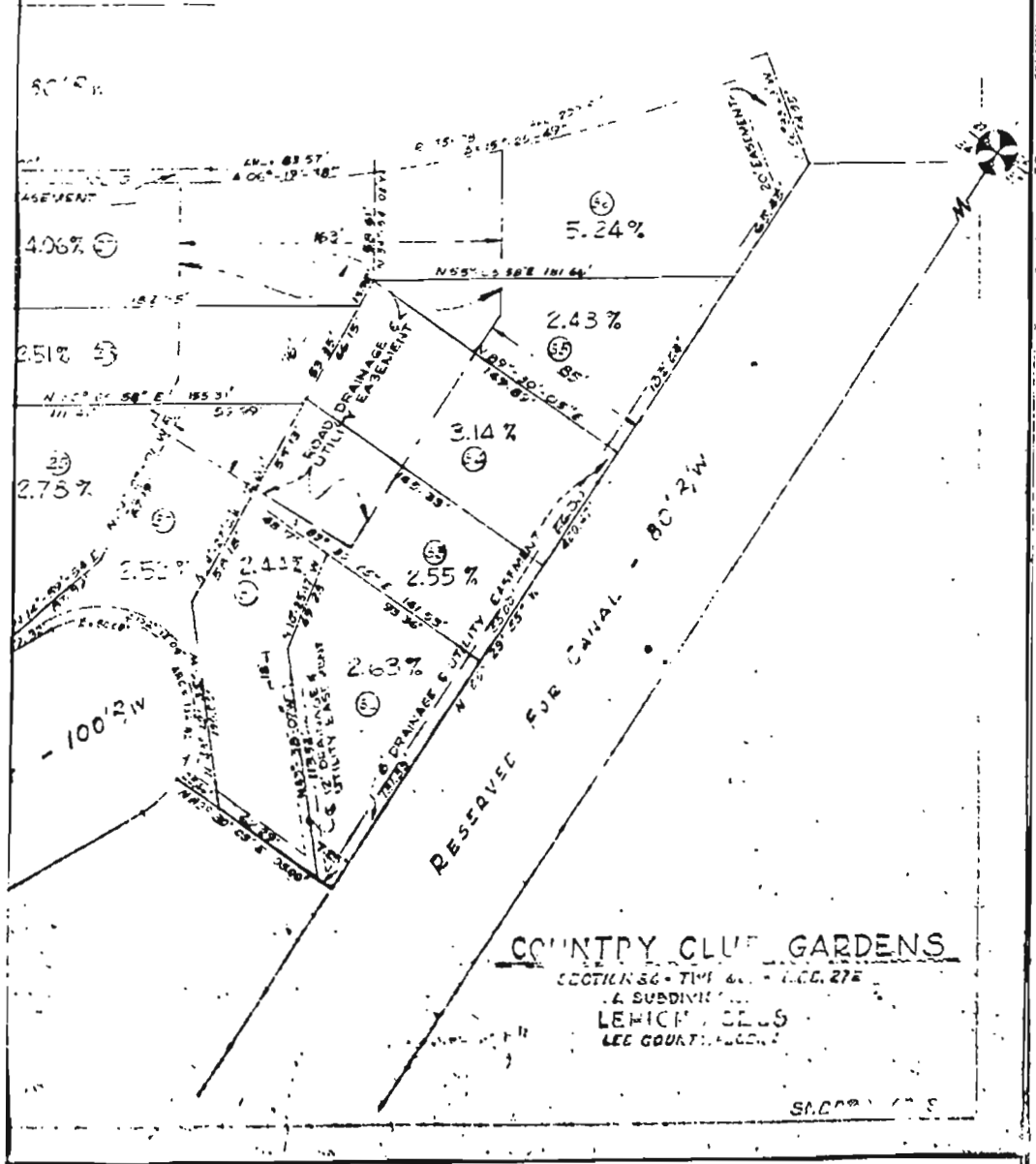
REF: 026-214



RECORDERS MEMO.  
 Legibility of Writing, Typing or Printing Unsatis-  
 factory in This Document When Received.



SCALE 1" = 40'



**COUNTRY CLUB GARDENS**

SECTION 36 - T1M 4N - R10E 27E  
A SUBDIVISION  
LEHIGH VALLEY  
LEE COUNTY, PENNSYLVANIA

S.A.C. 175

RECORDERS MEMO.  
Legibility of Writing, Typing or Printing Unsatis-  
factory in This Document When Received.

OFF: 625-216  
REC: 625-216

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, rents, 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~~: Condominium 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

MANAGEMENT CONTRACT

THIS AGREEMENT MADE this 16th day of June 1970,  
by and between HOME OWNER'S SERVICE, INC., a Florida Corporation  
hereinafter called the "MANAGER", and COUNTRY CLUB GARDENS  
CONDOMINIUM, 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 COUNTRY CLUB  
GARDENS CONDOMINIUM, INC., 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  
COUNTRY CLUB GARDENS CONDOMINIUM, INC., and has read  
examined and become completely knowledgeable with the condomi-  
nium documents creating COUNTRY CLUB GARDENS CONDOMINIUM, INC.  
, 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

EXHIBIT V.

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 building 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 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 month for

collections and expenditures.

E. 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, of the Declaration of Condominium for COUNTRY CLUB GARDENS CONDOMINIUM, INC., 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 service of the MANAGER shall be performed upon a fixed fee plus cost basis:

A. FIXED FEE: The fixed fee shall be \$2.00 per month per unit. (As reimbursement for the direct overhead of the MANAGER.)

B. LABOR PLUS %: Reimbursement to MANAGEMENT COMPANY for applied labor including the working foreman will be the cost of labor plus 35% of said costs. (The 35% of said costs as reimbursement for variable overhead, such as equipment, expense and depreciation.)

C. COSTS: All materials costs such as: Fertilizers, sprays, sprinkler repairs, parts, pool supplies and other similar depletable commodities will be supplied at the fair market retail value.

REF: 625 FILE 220

THE MANAGEMENT COMPANY will be reimbursed monthly from the condominium maintenance fund upon submission of a monthly statement.

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:

Paul M. Christian  
Marta Skowron

By Richard J. Gried  
President

Attest Esther J. ...  
Secretary

(SEAL)

Country Club Gardens Condominium, Inc.  
A Florida Corporation

Paul M. Christian  
Marta Skowron

By Richard J. Gried  
President

Attest Esther J. ...  
Secretary

(SEAL)

NOTARIAL  
OFFICE  
STATE OF FLORIDA

SEP 16 8 54 AM '70

D. E. PARABEE  
CLERK OF DISTRICT COURT  
BY B. Knapp D.C.

