

REF: 025
REC: 170Attorneys & Counselors at Law
2132 McGregor Boulevard Fort Myers, Florida
Chrysler Bank Building Lehigh Acres, FloridaDECLARATION OF RESTRICTIONS, LIMITATIONS, COVENANTS AND USES
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

FOR

COUNTRY CLUB GARDENS CONDOMINIUM, 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 COUNTRY CLUB GARDENS CONDOMINIUM, INC., a condominium, and has constructed certain structures thereon, said structures being constructed substantially in accordance with the plans for Lehigh Acres Construction Corporation, marked Country Club Gardens 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 May 20, 1970 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 36, 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, to Lehigh Acres Construction Corporation, dated the 25th day of May, 1970, and recorded in Official Records Book 612 at Page 400, of the Public Records of Lee County, Florida, 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".

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

Beginning at the Northeast corner of Section 34, Township 44 South, Range 27 East; thence South 00°-29'-55" East along the Easterly right-of-way line of Joel Boulevard, a distance of 229.15 feet to the point of curvature of a curve to the right having a radius of 756.78 feet; a delta angle of 33°-50'-26" and an arc distance of 446.98 feet to the point of beginning of a tract of land herein to be described; thence South 56°-39'-29" East, a distance of 58.05 feet to the Westerly line of an 80 foot canal right-of-way; thence South 00°-29'-55" East along said right-of-way, a distance of 420.47 feet; thence South 88°-30'-05" West, a distance of 95.00 feet to a point on a curve to the left having a radius of 50 feet; a delta angle of 152°-12'-04" and an arc distance of 132.82 feet to a point of tangency; thence South 27°-18'-01" East, along the Westerly right-of-way line of Dania Court, a distance of 162.93 feet to a point on a curve having a radius of 183.17 feet, a delta angle of 46°-21'-35" and an arc distance of 148.20 feet to a point of tangency; thence South 55°-05'-58" West, a distance of 635.84 feet to the easterly right-of-way line of Country Club Parkway; thence North 34°-54'-02" West, along said right-of-way line of Country Club Parkway, a distance of 240.00 feet to the Southerly right-of-way line of Joel Boulevard; thence North 55°-05'-58" East, along said right-of-way line of Joel Boulevard, a distance of 991.00 feet to the point of curvature of a curve to the left, having a radius of 756.78 feet, a delta angle of 21°-45'-27" and an arc distance of 287.38 feet to the point of Beginning.

OFF. REC. 625 24172

hereby submits the real property aforesaid and improvements thereon to condominium ownership and hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions, and uses to which the said real property and improvements thereon may be put, hereby specifying that said declaration shall constitute covenants to run with the land and 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 divides said real property into the following separate freehold estates:

A. Thirty-Six (36) 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, dated the 25th day of May, 1970 and recorded in Official Records Book 612, at Page 400 of the Public Records of Lee County, Florida, subject to the reservation of easement for the purposes set out hereafter, over all of said lots 1 thru 36, inclusive, 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, together with the easements as reserved in said Paragraph 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, of which all 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:

<u>LOT NO.</u>	<u>CONDOMINIUM UNIT NO.</u>	<u>UNDIVIDED SHARE</u>
1	1	3.81%
2	2	2.84%
3	3	2.44%
4	4	2.44%
5	5	2.65%
6	6	3.46%
7	7	2.84%
8	8	2.45%
9	9	2.44%
10	10	2.44%
11	11	2.73%
12	12	2.73%
13	13	2.44%
14	14	2.44%
15	15	2.45%
16	16	2.65%
17	17	2.65%
18	18	2.45%
19	19	2.44%
20	20	2.46%
21	21	2.91%
22	22	3.31%
23	23	2.69%
24	24	2.44%
25	25	2.46%
26	26	2.59%
27	27	4.06%
28	28	2.51%
29	29	2.78%
30	30	2.52%
31	31	2.44%
32	32	2.63%
33	33	2.55%
34	34	3.14%
35	35	2.48%
36	36	5.24%

The above respective undivided interest to be conveyed with the respective "Condominium Units" as indicated above, cannot be changed, altered, or amended, and the Owner, its grantee, successor or assign, or its grantees, successors, 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, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "condominium unit", even though 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
COUNTRY CLUB GARDENS CONDOMINIUM, INC.

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

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 of 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, 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-Six~~ (36) 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 an equal portion of such assessment.

II. 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 dwelling 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(1) 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, decision 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, said 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 toward the common expenses by waiver of 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, like manner as a mortgage on real property, and the Association shall also have the right to recover all costs incurred, including reasonable attorney's 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 COUNTRY CLUB GARDENS CONDOMINIUM, 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 tenure 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 successor 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 the 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-Law of the Association.

J. In any conveyance of the "condominium parcel" or "unit", either by voluntary instrument, operation of law or judicial proceedings, the grantee of the parcel shall be jointly and severally liable 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 grantor 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 assessment against the grantor due the Association and such grantee shall not be liable for, nor shall the "condominium parcel" conveyed be 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 institutional mortgage of record or other purchaser of a condominium parcel at a foreclosure sale of an institutional mortgage obtains title to a "condominium parcel" as a result of foreclosure, or when the institutional mortgage holder 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, successor 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, which 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 parcels" or parcel, or purchasers from the institutional mortgagee itself, if it is the purchaser at a sale, or it receives a voluntary conveyance of title. Except 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 this mortgagee and the Association shall maintain such information in a book entitled "Mortgagees 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 equal proportions. All members of the condominium and its Association shall own the common surplus, if any, in equal proportions 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 association 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 that 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, *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 *it shall be the duty, obligation and responsibility of the owner

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 structure 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 successor 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 areas and shall maintain the structures thereon only to the extent of painting the exteriors thereof, including the walls and 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 owners 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 Owner's 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 his 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 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", or 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 purpose, 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 alterations 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 modification 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 owner's 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 maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or 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 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 owners shall bear the burden of any such tax or special assessment on a ratio based upon the square footage of building owned by each said 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 expense in its annual budget.

Y. 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~~, 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.

Z. 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 part or parts hereof which are unaffected by said judgment or court order, and same shall continue in full force and effect.

SEE 625 184

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 18 day of August, 1970

LEHIGH ACRES CONSTRUCTION CORPORATION
A Florida Corporation

WITNESS: By [Signature] Vice-President
[Signature] Attest: [Signature] Assistant Secretary

STATE OF FLORIDA)
COUNTY OF LEE) SS

BEFORE ME, the undersigned authority, personally appeared
to me well known and 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 Construct-
ion 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 18 day
of August, 1970, at the County and State
aforesaid.

[Signature]
Notary Public, State of Florida
At Large

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 12, 1971
ROKOLU JHAKUUN FHALD W. DIEKSTALHORSI

