

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 333-2992

CERTIFICATE OF AMENDMENT ARTICLES OF INCORPORATION AND BYLAWS
FOR
COUNTRY CLUB GARDENS CONDOMINIUM, INC.

THE UNDERSIGNED being the President and Secretary of COUNTRY CLUB GARDENS CONDOMINIUM, INC., a Florida non-profit corporation, do hereby certify that the attached Amendments to the Articles of Incorporation and Bylaws of Country Club Gardens, Inc., were duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests in the Association at a members meeting called for that purpose at which a quorum was present held on the January 27, 2010. The original Declaration of Restrictions, Limitations, Covenants and Uses Creating and Establishing a Plan for Condominium Ownership for Country Club Gardens Condominium, Inc., is recorded in Official Record Book 625, at Page 170, et seq., of the Public Records of Lee County, Florida.

Dated this 16th ^{Sept. 6th} day of August 2011.

WITNESSES:

(Sign) [Signature]

**COUNTRY CLUB GARDENS
CONDOMINIUM, INC.**

(Print) Linda J VanPelt

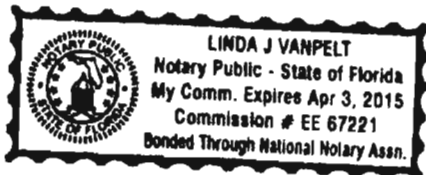
(Sign) [Signature]

BY: [Signature]
President of the Association
Patricia Dalley

(Print) Debbie Emerson

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 16th ^{Sept. 6th} day of August 2011 by Patricia Dalley, as President of COUNTRY CLUB GARDENS CONDOMINIUM, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced D4018142-597-0 as identification and did take an oath.



NOTARY PUBLIC: [Signature]
STATE OF FLORIDA (SEAL) exp. res 04/03/2015

WITNESSES:

(Sign) [Signature]

(Print) Lynette J Van Pelt

(Sign) [Signature]

(Print) Debbie Emerson

COUNTRY CLUB GARDENS
CONDOMINIUM, INC.

BY: [Signature]
Secretary of the Association
Jean Donnell

STATE OF FLORIDA
COUNTY OF LEE

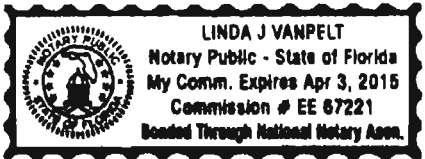
The foregoing instrument was acknowledged before me this 21st day of December 2011 by Jean Donnell as Secretary of COUNTRY CLUB GARDENS CONDOMINIUM, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced FL DL D5404735 7130 as identification and did take an oath.

14-7-23-13

NOTARY PUBLIC:
[Signature]

STATE OF FLORIDA (SEAL)

My Commission Expires:



**AMENDMENTS
TO THE
ARTICLES OF INCORPORATION AND THE BYLAWS
OF
COUNTRY CLUB GARDENS CONDOMINIUM, INC.**

Note: Words ~~stricken~~ are deletions; Words underlined are additions.

Amendment 1 to the Articles of Incorporation.

ARTICLE VI

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 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.

Amendment 2 to the Bylaws.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 2. Annual Meeting:

- A. (Unchanged)
- 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~~ date chosen by the Board of Directors.
- C. All annual meetings shall be held at the ~~hour of 10:00 o'clock in the forenoon~~ time chosen by the Board of Directors and stated in the meeting notice.
- D. (Unchanged)
- E. Written notice of annual meeting shall be ~~served upon~~ hand delivered or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation and posted conspicuously on the Condominium property at least ~~ten (10)~~ fourteen (14) days prior to the meeting.

Amendment 3 to the Bylaws.

ARTICLE IX
HOUSE RULES

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. These rules shall apply only to existing pets occupying units on the date this amendment is recorded in the public record of Lee County, Florida. On and after the date this amendment is recorded in the public record of Lee County, Florida all pets except fish are prohibited in units or on condominium property. Any existing pet(s) occupying a unit on the day this amendment is recorded in the public record of Lee County, Florida shall be allowed to remain (“grandfathered”) until the pet(s) is deceased or the unit is sold, whichever occurs first after which the pet shall not be replaced.

Amendment 4 to the Bylaws.

ARTICLE IX
HOUSE RULES

F. ***** Add existing verbage*****

Notwithstanding the foregoing, the terms “vehicle”, “motor vehicle” and “recreational vehicle” as used herein shall not be deemed to include motorcycles, all terrain vehicles (ATV), mo-peds, motorized bicycles, scooters, motorized skateboards, go-carts, mini-bikes, snow mobiles, jet skis, wave runners or dune buggies all of which shall be prohibited on condominium property.

Amendment 5 to the Bylaws.

ARTICLE X
DEFAULT

Section 2. Late Fees and Interest on Delinquent Assessments, Acceleration; Collection Policy. Assessments and installments thereon are due on the first day of each month. All payments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums

not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared. If any special assessment or installment of a regular assessment as to a unit becomes past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

Prepared by:
S. Kyla Thomson, Esq.
Goede, Adamczyk & DeBoest, PLLC
8950 Fontana Del Sol Way, 1st Floor
Naples, Florida 34109
239-331-5100

CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF
COUNTRY CLUB GARDENS CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment to the Bylaws for Country Club Gardens Condominium, Inc. was duly adopted by the Association membership at the duly noticed Members Meeting of the Association on the 4th day of February, 2015. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Bylaws for Country Club Gardens Condominium Association, Inc., including the legal description of the Lee County, Florida real property subject to this amendment were recorded at OR. Book 625, Page 170, et. seq., of the Public Records of Lee County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

Article IX, Section G of the Bylaws is hereby amended as follows:

G. OVER 55 COMMUNITY – FAIR HOUSING COMPLIANCE – The purpose, object and intent of this Section is to establish and maintain Country Club Gardens Condominium, Inc. (hereinafter "Country Club Gardens") as a quiet, tranquil and residential oriented community for persons who are 55 years of age or older. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal investment of each owner. Anything in any other provision of the governing documents to the contrary notwithstanding, this Section shall take precedence over such other provisions.

1.2 AGE RESTRICTION – In accordance with the Fair Housing Act and so long as the provisions are in effect, no individuals under the age of eighteen (18) may reside in any Unit as it is the intent of the community to provide housing for persons fifty-five (55) or older.

Article IX, Section H of the Bylaws is hereby added as follows:

H. OCCUPANCY IN THE ABSENCE OF THE OWNER AND LEASING OF THE UNITS:
Occupancy in Absence of Owner. In furtherance of the Association right to approve/disapprove all

leases the following shall also apply. If the Owner and his family who permanently reside with him are not occupying the Unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases, except that the owner may permit his home to be occupied without compliance with the provisions pertaining to leasing only under the circumstances and limitations listed in items 1, 2 and 3 below. As to all other persons the remaining restrictions apply:

1. Any person who is the grandparent, parent, or child of the Owner or the Owner's spouse, if any, may occupy the Unit in the absence of the owner without limitation as to the number of occasions or length of stays.
2. All overnight guests who are not accompanied by Owners must be registered with the Association office and authorized by written instructions from the Owner to avoid having their presence challenged by other Owners, security, or management. The Owner shall submit the names of all house guests and the lengths of their stays in writing to the management office in advance.
3. Upon prior written application by the Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions in 1 and 2 above as may be deemed appropriate in the Board's discretion for the sole purpose of avoiding undue hardship or inequity.
4. All leases must be in writing, even if no rent or other consideration is involved.
5. At least one occupant under the lease must at all times be fifty-five (55) years of age or older.
6. No occupants under the age of forty-five (45) will be permitted to reside in a leased unit.
7. No Unit may be leased for a term of less than one (1) year. No lease may be for a term of more than one (1) year. No option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board of Directors may, in its discretion, approve the same lease from year to year.
8. An Owner may lease only his entire Unit and no room rental or sub-leasing or assignment of lease rights by the lessee or Unit Owner is allowed.
9. The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc.
10. The Association may file suit to evict any tenants in its own name and without consent of the Owner in the event that any lessee violates the provisions of the governing documents or the rules or regulations of the Association. In such cases, the Owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit.

11. Any Owner who is in arrears on the obligation to pay regular or special maintenance assessments or other financial obligation is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the lessee shall make payment of all or such portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall apply the rent to the Owner's unpaid account in accordance with the priority established under Section 718.116, Florida Statutes, and shall promptly remit any excess over the amounts due on the account to the Owner.

12. Owners shall provide the Association with a copy of the proposed lease and fully completed application for approval of the lease not less than twenty (20) days prior to the proposed occupancy.

13. The Association may determine the form of the application for approval of leases, prescribe a form of lease to be used by the Owners, and may conduct interviews and background checks on all proposed occupants.

14. Lessees must include identification of all of the lessee's family members who will be occupying the Unit during the term of the lease.

15. The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.

16. A proposed lease may only be disapproved for good cause. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:

(a) The Owner is delinquent in the payment of assessments at the time the application is considered.

(b) The Owner has a history of leasing the unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his unit.

(c) The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.

(d) The application on its face indicates that the prospective lessee or any proposed occupants intends act in a manner inconsistent with the restrictions applicable to the property.

(e) The prospective lessee or any proposed occupants have been convicted of a crime involving violence to persons or property, or are registered as a sexual predator and/or offender, or a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude.

(f) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.

(g) The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.

(h) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.

(i) The prospective lessee or any proposed occupants have given false or incomplete information to the Board of Directors as part of the application procedure or the required transfer fees and/or security deposit is not paid.

(j) The Owner fails to give proper notice to the Association of the intention to lease the unit.

(k) At least one of the proposed occupants is not at least fifty-five (55) years old.

(l) Any of the proposed occupants are under the age of forty-five (45) years old.

17. Unapproved Leases. Any lease of a unit that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the owner.

18. Additional Restrictions Use and Occupancy During Lease Term.

(a) If the lessee(s) and all of the family members who are approved to reside in the leased Unit are all absent, no other person may occupy a leased Unit.

(b) Lessees may not have pets in the leased unit.

(c) The Association may also impose additional conditions on lease approval and rules for lessees that are stricter than those that apply to Owners, including, but not limited to, the number of vehicles that lessees and their visitors and guests may park in the community.

[Remainder of this page left intentionally blank.]

COUNTRY CLUB GARDENS
CONDOMINIUM ASSOCIATION, INC.
A Florida not for profit corporation

Witnesses:

Allison Cefalu
(sign)

Allison Cefalu
(print)

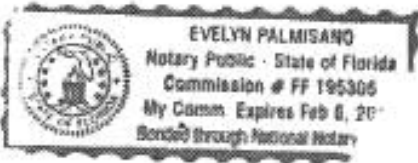
E. Cefalu
(sign)

Eva Cartagena
(print)

David Decker
By: David Decker
Title: President

STATE OF Florida
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared DAVID Decker as President of Country Club Gardens Condominium Association, Inc., who is personally known to me or has produced his/ her Drivers License as identification and who executed the foregoing instrument and acknowledged before me that he/ she executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 13th day of February, 2015.



Evelyn Palmisano
Notary Public, State of FLORIDA
My commission expires: 2-6-17

Prepared by and return to:
S. Kyla Thomson, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109
Phone: 239-331-5100

CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the following amendments to the Bylaws of Country Club Gardens Condominium Association, Inc., were duly adopted by the Association membership at a duly noticed membership meeting of the Association on the 3rd day of February, 2016. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Bylaws of Country Club Gardens Condominium Association, Inc. and the legal description of the Lee County, Florida real property subject to the Declaration are recorded at Official Records Book 625, Page 170, et. seq., of the Public Records of Lee County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

Article IX, Section D of its Bylaws are hereby amended as follows:

ARTICLE IX

HOUSE RULES

[Sections A-C Remain the Same.]

D. The keeping of a pet is a privilege, not a right. Condominium unit owners or occupants may have two (2) pets of a normal domesticated household type (such as cats and dogs) in the unit. Such pets' weight must not exceed thirty-five (35) pounds each at maturity and height must not exceed twenty-four (24) inches at the withers. Owners and occupants may also have pet fish in the units. All having pets must be kept keep said-pets on a leash and said pets shall not be permitted to roam over the condominium property unless accompanied by the owner, occupant, 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. Pet waste shall be removed by the owner or occupant immediately. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the condominium property. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or occupant responsible for the pet and the pet shall be removed from the condominium property within three (3) days. Owners and occupants' pets may not be left unattended in screened porches or on balconies where their noise may bother others. An owner or occupant who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each owner or occupant free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the condominium. These rules shall apply only to existing pets occupying units on the date this amendment is recorded in the public record of Lee County, Florida. On and after the date this amendment is recorded in the public record of Lee County, Florida all pets except fish are prohibited in units or on condominium property. Any existing pet(s) occupying a unit on the day this amendment is recorded in the public record of Lee County, Florida shall be allowed to remain

~~("grandfathered") until the pet(s) is deceased or the unit is sold, whichever occurs first after which the pet shall not be replaced.~~

.....
Article IX, Section H(18)(b) of the Bylaws are hereby amended as follows:

ARTICLE IX

HOUSE RULES

[Sections A-C and E-F Remain the Same. The Amendment to Section D is above]

H. OCCUPANCY IN THE ABSENCE OF THE OWNER AND LEASING OF THE UNITS: Occupancy in Absence of Owner. In furtherance of the Association right to approve/disapprove all leases the following shall also apply. If the Owner and his family who permanently reside with him are not occupying the Unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases, except that the owner may permit his home to be occupied without compliance with the provisions pertaining to leasing only under the circumstances and limitations listed in items 1, 2 and 3 below. As to all other persons the remaining restrictions apply:

[Sections 1-17 Remain the Same.]

18. Additional Restrictions Use and Occupancy During Lease Term.

(a) If the lessee(s) and all of the family members who are approved to reside in the leased Unit are all absent, no other person may occupy a leased Unit.

~~(b) Lessees may not have pets in the leased unit.~~

(c) The Association may also impose additional conditions on lease approval and rules for lessees that are stricter than those that apply to Owners, including, but not limited to, the number of vehicles that lessees and their visitors and guests may park in the community.

.....
[THIS SPACE LEFT INTENTIONALLY BLANK]

COUNTRY CLUB GARDENS
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

Allison Cefalu
Witness

Allison Cefalu
Printed Name of Witness

Alexandria Burt
Witness

Alexandria Burt
Printed Name of Witness

By: David Decker
David Decker, President

STATE OF FLORIDA
COUNTY OF LEE

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by the President of COUNTRY CLUB GARDENS CONDOMINIUM ASSOCIATION, INC., who is personally known to me or identified by a driver's license and who executed the foregoing instrument and acknowledged before me that he executed the same, on this 3rd day of February, 2016.

Evelyn Palmisano
Notary Public

EVELYN Palmisano
Printed name of Notary
My Commission Expires:

