

This instrument prepared by:
Board of Directors
Camelot Gardens Condo. Assc., Inc.
c/o Landex Resorts International, Inc.
1100 Homestead Road North
Lehigh Acres, Florida 33936

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED BYLAWS
OF
CAMELOT GARDENS CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being duly elected and acting President of **CAMELOT GARDENS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that all the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Amended and Restated Bylaws of Camelot Gardens Condominium Association, Inc., as recorded at Instrument No. 2008000041133, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

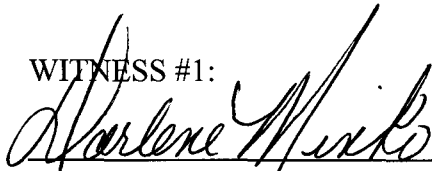
1. The following resolutions were approved by at least 50% (15 units) of the voting interests present, in person or by proxy, and voting at a duly called meeting of the Association:

RESOLVED: That the Amended and Restated Bylaws of Camelot Gardens Condominium Association, Inc., be and is hereby amended, and the Amendment to the Amended and Restated Bylaws of Camelot Gardens Condominium Association, Inc., is adopted in the form attached hereto as **Exhibit "A,"** and made a part hereof; and

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed in public records, together with a Certificate of Amendment.

Dated this 29th day of March, 2012.

WITNESS #1:



DARLENE MINKO

Printed Name of Witness

**CAMELOT GARDENS CONDOMINIUM
ASSOCIATION, INC.**

By: 
Print Name: RICHARD B. MACIAG
Title: President

WITNESS #2:

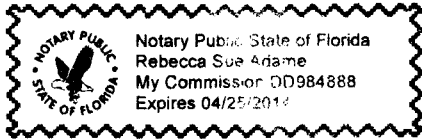
Ruth D. Anglickis
RUTH D. ANGLICKIS

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2th day of March, 2012, by RICHARD MACIAG, President of Camelot Gardens Condominium Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced SELF as identification and did not take an oath.

(SEAL)



Rebecca Sue Adame
Notary Public

Rebecca Sue Adame
Printed Name of Notary

EXHIBIT "A"
AMENDMENT
TO THE
AMENDED AND RESTATED BYLAWS
OF
CAMELOT GARDENS CONDOMINIUM
ASSOCIATION, INC.
SECTION 15

The Amended and Restated Bylaws of Camelot Gardens Condominium Association, Inc., ("Bylaws") shall be amended as follows (otherwise, all other provisions shall remain the same):

(note: Underlined language is added)

The Bylaws shall be amended to add a new Section 15as follows:

15. **55 AND OVER HOUSING EXEMPTION.**

15.1 HOUSING FOR OLDER PERSONS. "In accordance with the Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995, at least one person fifty-five (55) years of age must be the occupant of each unit while any other person occupies said unit. Any additional occupant of the unit, who is under the age of fifty-five (55) and eighteen (18) or older, may occupy and reside in the unit as long as one of the occupants is age fifty-five (55) or older. Guests under the age of eighteen (18) shall be allowed to occupy the unit on a temporary basis, not to exceed thirty (30) days in any calendar year and only then if the occupant is in residence. This Article also affects rentals and leases in that one person occupying the unit must be Fifty-five (55) or over with no one under age of 18 residing in the unit. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or less than fifty-five (55) years of age to reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception shall be limited to a surviving co-habitant or heir of a member and shall not be permitted in situations where the granting of a hardship exception will result in violating applicable fair housing law standards. Any surviving co-habitant or heir is eligible for membership in the Association and occupancy of a unit provided that he/she has or obtains legal or equitable title to a unit at Camelot Gardens Condominium Association, Inc. It is the intent of this provision that the Association comply with the Fair Housing Amendments Act of 1988, as amended by Housing for Older Persons Act of 1995, as the same may be amended from time to time and comparable laws adopted by the State of Florida. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any

person(s) who would thereby create a violation of the required 80% percent of the occupancy by persons over fifty-five (55).

15.2 Fair Housing Definitions:

15.2 (A) “ACT shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT.1619.)

15.2 (B) “FEDERAL REGULATIONS” shall mean and refer to the Federal rules and regulations promulgated by the Department of Housing and Urban Development, which became effective on March 12, 1989.

15.2 (C) “55 OR OVER HOUSING EXEMPTION” shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807(b) (2) (C) of the Act.

15.3 Minimum Age Restrictions. Permanent occupancy of a unit shall be restricted as follows provided that the restrictions contained in the remaining provisions of this Section are met.

15.3 (A) No person under the age eighteen (18) years shall be permitted to permanently reside in the units.

15.3 (B) However, a person under the age of eighteen (18) years may be permitted to visit and temporarily reside in a unit for a period of time not to exceed sixty (60) days in the aggregate in any calendar year, no more than thirty (30) consecutive days. The visitation time periods shall not be cumulative from year to year. Only over night visitation shall be considered in the computation. So by way of example, if an under-aged person visits during the day only and does not stay overnight, no days of visitation shall be computed.

15.4 Occupancy by Older Persons-Age 55

15.4 (A) Except for persons who are surviving spouses or cohabitants, recipients of legacy, or grandfathered-in as provided for in Section 6 below, no unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the unit who has attained the age of 55 years (hereinafter referred to as the “designated occupant”) This occupancy requirement shall not preclude temporary occupancy by guests or relatives of the designated occupant for periods not to exceed sixty (60) days during a twelve (12) month period.

15.4 (B) This section shall guarantee that not less than 80% of all newly occupied units shall have occupants who have one (1) person

occupying the unit who has attained the age of 55 years and no one under the age of eighteen (18).

15.5 Guest Visitation Limitation. Use of units by the following guests of the designated occupant when the designated occupant is not present in the unit shall be restricted as follows: No guest shall use or occupy a unit in excess of sixty (60) days in a calendar year. Each day as well as part of a day shall be counted in this computation. This Section shall be in addition to restrictions pertaining to guests who may be contained elsewhere in the constituent documents and Rules and Regulations of the Association, as amended from time to time. The designated occupant shall be considered to be not present in the unit when the designated occupant does not stay overnight in the unit along with the guest.

15.5 (A) A "guest" shall mean and refer to any person who is visiting a unit without requirement to contribute money, perform services, or provide any other consideration to the owner in connection with such visit/occupancy. An owner of a unit shall never be considered a guest of the unit he or she owns, unless an owner is visiting a lessee in the unit.

15.5 (B) Registration of Guests. All guests who visit when the designated occupant is not present in the unit must register with the Association prior to or upon arrival at Camelot Gardens Condominium Association, Inc. The Board of Directors shall be empowered to adopt a form for use in connection with the registration of such guests, which the guests must sign. The form shall include an acknowledgment of the following: (i) relationship with the designated occupant; (ii) the intended length of stay; (iii) that the guest has received a copy of the constituent documents and Rules and Regulations of the Association, or summation thereof, and agrees to abide by them; (iv) and such other reasonable information determined by the Board of Directors from time to time. Such guest shall not be entitled to visit unless he or she registers with the Association as required in this Section.

15.5 (C) Unauthorized Guest Visit. Any guest visit not authorized pursuant to the terms of this Section shall be deemed improper, entitling the Association to bar access of the guest to the unit and recreational facilities and/or shall entitle the Association to obtain an injunction removing the guest and his or her personal belongings from the unit.

15.5 (D) Other Restrictions. The restrictions on guests in this section shall be in addition to other restrictions which may be contained

elsewhere in the constituent documents and Rules and Regulations of the Association.

15.6. Exceptions to section 15.4

15.6 (A) Grandfather Status. Section 15.4 above shall not apply to any persons who have occupied a unit prior to the date of this amendment, provided that they did not lease or sell said unit after the date of this amendment. In any lease or sale after the date of this amendment, the owner and new occupant shall be subject to the provisions provided elsewhere herein.

15.6 (B) Surviving Spouse or Cohabitant. Section 15.4 shall not be applicable in the case of the death of the designated occupant whose surviving spouse or cohabitant is under 55 years of age provided that the surviving spouse or cohabitant resided with the designated occupant at the time of the designated occupant's death. Under such circumstances, the surviving spouse or cohabitant shall be allowed to continue to occupy the unit irrespective of age so as to prevent disruption of the lives of surviving spouses and cohabitants under the age 55, when the over 55 designated occupant dies or otherwise leaves the unit.

15.6 (C) Recipient of Legacy. The Federal Regulations recognize that the 80% requirement is not intended to exclude all incoming households, therefore Section 15.4 shall not be applicable in the event that an owner of the unit dies and the unit is inherited by an individual who is under 55 years of age, the recipient of legacy and his or her household shall be allowed to occupy the unit.

15.6 (D) No "Set-Aside". This Section is not intended to establish a 20% "set-aside" for persons under 55 years of age or families with children under the age of eighteen (18) years.

15.7. Contract/Covenant. Every owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in Section 15.4 is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, if applicable, this amendment shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

15.8. Proof of Age

15.8 (A) All persons occupying units shall deliver to the Camelot Gardens Condominium Association, Inc. a completed Association form

demonstrating proof of age, and any other documentation required by the Association.

15.8 (B) Any person(s) not providing such documentation, when and as requested by the Board of Directors, shall be validly presumed by the Association and by a court of law to be under the age of 55 years, even though the persons may actually be 55 years of age or over.

15.9 Remedies for Non-Compliance. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in the constituent documents.

15.9 (A) Lease of a Unit.

(i) In the event of a lease of a unit, and the occupancy and other requirements of this amendment are not met, the Association shall be entitled to file for and obtain an injunction against the Owner of the unit and lessee(s) and/or other occupants of the unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.

(ii) The Association shall also be entitled to evict the unauthorized lessee(s) and other unauthorized occupants of the unit, as agent for the Owner(s). This right of eviction by the Association shall apply only:

(a) After the expiration of seven (7) working days from the date on which the Association mails notice to the Owner(s) by certified mail, return receipt requested, or provides notice by hand delivery; and

(b) Provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own or fails to so notify the Association, within the seven (7) day period.

(iii) The lease shall specify, and if it fails to specify the lease shall be deemed to specify, that the lessee(s) and all other occupants shall abide by the constituent documents for Camelot Gardens Condominium Association Inc. and the Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section 15.9(A). Costs and attorney's fees incurred by the Association in connection with the exercise of its remedies under this Section 15.9(A) provided that the Association prevails, shall be the responsibility of the Owner(s) of the unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

15.9 (B) Other occupancies (other than Leases). In the event of an existing ownership; in the event of use by guests, or in the event of a sale, gift, or other transfer of title; and the occupancy requirements of this amendment are not met, the Association may disapprove the transfer and shall be entitled to file for and obtain an injunction against the Owner(s) of the unit and all occupants in the unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails the Owner(s) shall be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Section 15.9(B).

15.10 Registration Required. All Owners, lessees and occupants must register with the Association at the time of becoming a member of the Association or, in case of a non-owner, at the time of the commencement of the lease agreement, by the delivery of the items referred to below. These items are as follows:

15.10 (A) A fully completed and signed Association form to be provided by the Association; and

15.10 (B) Documentation demonstrating proof of age as provided for in Section 15.8 above; and

15.10 (C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association). It shall be the responsibility of the particular Owner, not the Association, to provide the lessees(s) and/or other occupants of the unit with the registration form for the lessee(s) occupant(s) to complete and return to the Association within five (5) days from the date of receipt.

15.11 Additional Occupants. Even though a person under the age of 55 years is given grandfather status under Section 15.6(A) above or is provided with an exception under Section 15.6(B) above, this shall not entitle additional persons to occupy the unit after the date of this amendment unless.

15.11 (A) That additional person is 55 years of age or older; or

15.11 (B) That additional person is also accorded grandfather status under Section 15.6(A) above; or

15.11(C) That additional person is legally married to the surviving spouse or cohabitant mentioned in Section 15.6(B) above.

15.12 Non-Occupancy Status. Each owner or lessee, as applicable, shall notify the Association of any periods of time during which the unit becomes unoccupied. As used in this Section, “unoccupied” is defined to mean any intended absence of all permanent residents of the unit, for a period in excess of six (6) months. It is understood that this is a necessary requirement because the Federal Regulations require record keeping of occupied and unoccupied units.

15.13 Additional Provisions. Special Provisions concerning the Act and Federal Regulations.

15.13 (A) Notwithstanding any other provision in this Declaration, to the contrary, the following shall apply: Upon the affirmative vote of the majority of the owner’s voting interests of the Association which vote may be evidenced by written agreement or consent, present and voting at a duly called meeting, any one or more of the following amendments to this Declaration may be approved and become effective.

(i) Any amendment which is necessary to enable Camelot Gardens Condominium Association Inc. to attain or retain the “55 or Over Housing Exemption” of the Act.

(ii) Any amendment which is necessary to refine those amendments approved by the Association relating to the Act and/or Federal Regulations.

(iii) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the Act and/or Federal Regulations.

(iv) Any amendment which is made which otherwise relates to the Act and / or Federal Regulations.

(v) Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).