

Amendment to the  
Declaration of Condominium of Camellia Gardens Condominiums

[Addition of Phases 3, 4, 5, and 6]

1. Pursuant to the developer's right under Article I of the Declaration of Condominium of Camellia Gardens Condominiums, which is recorded at Official Records Book 3002, Page 1202, in the Public Records of Leon County, Florida, the developer hereby amends the declaration to submit the following described property to condominium ownership as an addition to Camellia Gardens Condominiums:

**BUILDING 3 -- PHASE 3**

A parcel of land located within a portion of The Plantation of the Florida Pecan Endowment Company in Section 9, Township 1 North, Range 1 West, Leon County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 9, Township 1 North, Range 1 West (the same being the Southeast corner of Section 8 and the Northwest corner of Section 16) in Leon County, Florida, and run thence North 10 degrees 13 minutes 04 seconds East 160.88 feet to a point on the Southerly limit of Fred George Road, said point being in a curve; thence along said limit of Fred George Road as follows: run thence in a Northeasterly direction along a curve to the right having a central angle of 08 degrees 16 minutes and a radius of 5798.32 feet, an arc distance of 642.62 feet (chord) North 72 degrees 23 minutes 49 seconds East 642.18 feet) to a point of tangency; thence North 75 degrees 33 minutes East 928.20 feet to a point of curve; thence in a Northeasterly and Northerly direction on a curve to the left, having a central angle of 71 degrees 35 minutes and a radius of 859.00 feet, an arc distance of 1073.20 feet to a point of tangency; thence run North 03 degrees 58 minutes East 1559.85 feet to a point on the Southerly boundary of Old Bainbridge Road, said point being in a curve; thence run in a Southerly direction along a curve to the right having a central angle of 09 degrees 34 minutes and a radius of 3786.83 feet, an arc distance of 206.69 feet (chord South 52 degrees 21 minutes 49 seconds East 206.60 feet) to a point of tangency; thence run South 50 degrees 48 minutes East 365.61 feet to a point of curve; thence run in a Southerly direction along a curve to the right having a central angle of 06 degrees 52 minutes and a radius of 2831.93 feet, an arc distance of 339.40 feet to a point of tangency; thence run South 43 degrees 56 minutes East, 615.55 feet; thence leaving the road run thence South 24 degrees 09 minutes West 352.07 feet; thence South 48 degrees 03 minutes 16 seconds East 106.13 feet; thence South 05 degrees 05 minutes 55 seconds East 148.51 feet; thence North 84 degrees 54 minutes 05 seconds East, 377.12 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 41 degrees 18 minutes 48 seconds East, 60.00 feet; thence South 48 degrees 41 minutes 12 seconds East, 184.75 feet; thence South 41 degrees 18 minutes 48 seconds West, 60.00 feet; thence North 48 degrees 41 minutes 12 seconds West, 184.75 feet to the POINT OF BEGINNING containing 11,085 square feet, more or less.

**BUILDING 4 -- PHASE 4**

A parcel of land located within a portion of The Plantation of the Florida Pecan Endowment Company in Section 9, Township 1 North, Range 1 West, Leon County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 9, Township 1 North, Range 1 West (the same being the Southeast corner of Section 8 and the Northwest corner of Section 16) in Leon County, Florida, and run thence North 10 degrees 13 minutes 04 seconds East 160.88 feet to a point on the Southerly limit of Fred George Road, said point being in a curve; thence along said limit of Fred George Road as follows: run thence in a Northeasterly direction along a curve to the right having a central angle of 08 degrees 16 minutes and a radius of 5798.32 feet, an arc distance of 642.62 feet (chord North 72 degrees 23 minutes 49 seconds East 642.18 feet) to a point of tangency; thence North 75 degrees 33 minutes East 928.20 feet to a point of curve; thence in a Northeasterly and Northerly direction on a curve to the left having a central angle of 71 degrees 35 minutes and a radius of 859.00 feet, an arc distance of 1073.20 feet to a point of tangency; thence run North 03 degrees 58 minutes East 1559.85 feet to a point on the Southerly boundary of Old Bainbridge Road, said point being in a curve; thence run in a Southerly direction along a curve to the right having a central angle of 09 degrees 34 minutes and a radius of 3786.83 feet, an arc distance of 206.69 feet (chord South 52 degrees 21 minutes 49 seconds East 206.60 feet) to a point of tangency; thence run South 50 degrees 48 minutes East 365.61 feet to a point of curve; thence run in a Southerly direction along a curve to the right having a central angle of 06 degrees 52 minutes and a radius of 2831.93 feet, an arc distance of 339.40 feet to a point of tangency; thence run South 43 degrees 56 minutes East, 615.55 feet; thence leaving the road run thence South 24 degrees 09 minutes West 352.07 feet; thence South 48 degrees 03 minutes 16 seconds East 106.13 feet; thence South 05 degrees 05 minutes 55 seconds East 252.16 feet; thence North 84 degrees 54 minutes 05 seconds East, 230.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 41 degrees 18 minutes 48 seconds East, 60.00 feet; thence South 48 degrees 12 seconds East, 184.75 feet; thence South 41 degrees 18 minutes 48 seconds West, 60.00 feet; thence North 48 degrees 41 minutes 12 seconds West, 184.75 feet to the POINT OF BEGINNING containing 11,085 square feet, more or less.

#### **BUILDING 5 – PHASE 5**

A parcel of land located within a portion of The Plantation of the Florida Pecan Endowment Company in Section 9, Township 1 North, Range 1 West, Leon County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 9, Township 1 North, Range 1 West (the same being the Southeast corner of Section 8 and the Northwest corner of Section 16) in Leon County, Florida, and run thence North 10 degrees 13 minutes 04 seconds East 160.88 feet to a point on the Southerly limit of Fred George Road, said point being in a curve; thence along said limit of Fred George Road as follows: run thence in a Northeasterly direction along a curve to the right having a central angle of 08 degrees 16 minutes and a radius of 5798.32 feet, an arc distance of 642.62 feet (chord North 72 degrees 23 minutes 49 seconds East 642.18 feet) to a point of tangency; thence North 75 degrees 33 minutes East 928.20 feet to a point of curve; thence in a Northeasterly and Northerly direction on a curve to the left having a central angle of 71 degrees 35 minutes and a radius of 859.00 feet, an arc distance of 1073.20 feet to a point of tangency; thence run North 03 degrees 58 minutes East 1559.85 feet to a point on the Southerly boundary of Old Bainbridge Road, said point being in a curve; thence run in a Southerly direction along a curve to the right having a central angle of 09 degrees 34 minutes and a radius of 3786.83 feet, an arc distance of 206.69 feet (chord South 52 degrees 21 minutes 49 seconds East 206.60 feet) to a point of tangency; thence run South 50 degrees 48 minutes East 365.61 feet to a point of curve; thence run in a Southerly direction along a curve to the right having a central angle of 06 degrees 52 minutes and a radius of 2831.93 feet, an arc distance of 339.40 feet to a point of tangency; thence run South 43 degrees 56 minutes East, 615.55 feet; thence leaving the road run thence South 24 degrees 09 minutes West 352.07 feet; thence South 48 degrees 03 minutes 16 seconds East 106.13 feet; thence North 84 degrees 54 minutes 55 seconds East, 235.78 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 41 degrees 18 minutes 48 seconds East, 60.00 feet; thence South 48 degrees 41 minutes 12 seconds East, 184.75 feet; thence South 41 degrees 18 minutes 48 seconds West,

60.00 feet; thence North 48 degrees 41 minutes 12 seconds West, 184.75 feet to the POINT OF BEGINNING containing 11,085 square feet, more or less.

#### BUILDING 6 - PHASE 6

A parcel of land located within a portion of The Plantation of the Florida Pecan Endowment Company in Section 9, Township 1 North, Range 1 West, Leon County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 9, Township 1 North, Range 1 West (the same being the Southeast corner of Section 8 and the Northwest corner of Section 16) in Leon County, Florida, and run thence North 10 degrees 13 minutes 04 seconds East 160.88 feet to a point on the Southerly limit of Fred George Road, said point being in a curve; thence along said limit of Fred George Road as follows: run thence in a Northeasterly direction along a curve to the right having a central angle of 08 degrees 16 minutes and a radius of 5798.32 feet, an arc distance of 642.62 feet (chord North 72 degrees 23 minutes 49 seconds East 642.18 feet) to a point of tangency; thence North 75 degrees 33 minutes East 928.20 feet to a point of curve; thence in a Northeasterly and Northerly direction on a curve to the left having a central angle of 71 degrees 35 minutes and a radius of 859.00 feet, an arc distance of 1073.20 feet to a point of tangency; thence run North 03 degrees 58 minutes East 1559.85 feet to a point on the Southerly boundary of Old Bainbridge Road, said point being in a curve; thence run in a Southerly direction along a curve to the right having a central angle of 09 degrees 34 minutes and a radius of 3786.83 feet, an arc distance of 206.69 feet (chord South 52 degrees 21 minutes 49 seconds East 206.60 feet) to a point of tangency; thence run South 50 degrees 48 minutes East 365.61 feet to a point of curve; thence run in a Southerly direction along a curve to the right having a central angle of 06 degrees 52 minutes and a radius of 2831.93 feet, an arc distance of 339.40 feet to a point of tangency; thence run South 43 degrees 56 minutes East, 615.55 feet; thence leaving the road run thence South 24 degrees 09 minutes West 352.07 feet; thence South 48 degrees 03 minutes 16 seconds East 106.13 feet; thence South 05 degrees 05 minutes 55 seconds East 129.82 feet; thence North 84 degrees 54 minutes 05 seconds East, 113.80 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 41 degrees 18 minutes 48 seconds East, 60.00 feet; thence South 48 degrees 41 minutes 12 seconds East, 148.66 feet; thence South 41 degrees 18 minutes 48 seconds West, 60.00 feet; thence North 48 degrees 41 minutes 12 seconds West, 148.66 feet to the POINT OF BEGINNING containing 8,920 square feet, more or less.

2. An identification of each unit within the land added to the condominium is included in the initial condominium filing and recording, which is located at Official Records Book 3002, Page 1202, of the Public Records of Leon County, Florida.
3. A survey of the additional land and a graphic description of the improvements in which any units are located and a plot plan thereof is included in the initial condominium filing and recording, which is located at Official Records Book 3002, Page 1202, of the Public Records of Leon County, Florida.
4. The undivided share in the common elements appurtenant to each unit in the condominium, stated as a percentage or fraction, is:  $\frac{1}{58}$
5. The proportion or percentage of, and the manner of sharing, common expenses and owning common surplus is:  $\frac{1}{58}$

IN WITNESS WHEREOF, the Developer has executed this Declaration this 18<sup>th</sup> day of MAY, 2004.

WITNESSES:

*Marlene M. Smith*  
Signature

MARLENE M. SMITH  
Printed Name

*Maribeth L. Roberts*  
Signature

Maribeth L. Roberts  
Printed Name

DEVELOPER SIGNATURE:

Bracken Chase Builders, Inc.,  
A Florida Corporation

By: *[Signature]*  
DAVID W. HANSELMAN  
As its President

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared DAVID W. HANSELMAN, as the President of BRACKENCHASE BUILDERS, INC., a Florida Corporation, and he acknowledged that he executed the foregoing instrument on behalf of the company pursuant to due authority. He is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

WITNESS my hand and seal this 18 day of May, 2004.

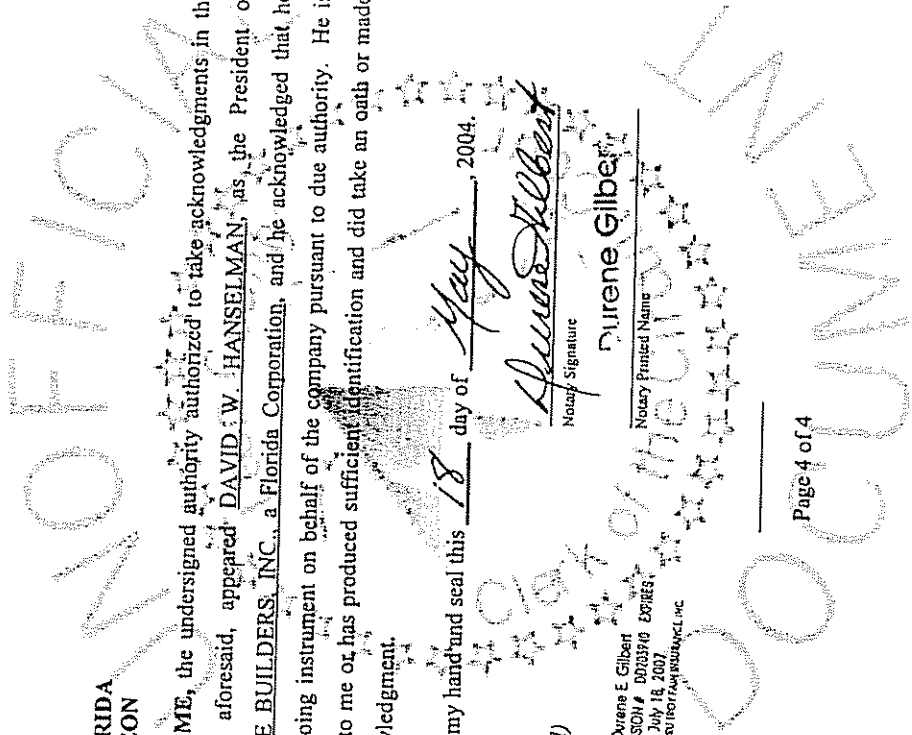
(Notary Seal)



Dvrene E. Gilbert  
MY COMMISSION # DD233740 EXPIRES  
July 18, 2007  
100010 THE FIDELITY AND SECURITY GROUP, INC.

*[Signature]*  
Notary Signature

Dvrene Gilbert  
Notary Printed Name



This Instrument Prepared by:  
Elin H. Thrasher, Jr.  
Thrasher, Thrasher & Thrasher  
Attorneys & Counselors at Law  
890 North Gadsden Street  
Tallahassee, Florida 32303-6316

Lease-By-Right-of-First Refusal

**CERTIFICATE OF AMENDMENT  
TO THE BYLAWS AND RULES AND REGULATIONS OF  
CAMELLIA GARDENS CONDOMINIUMS ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of Camellia Gardens Condominiums Association, Inc., a Florida corporation not for profit, does hereby certify that the following resolution was duly adopted by a two-thirds or greater vote of the Board of Directors, and on May 14, 2005, at a meeting of the members when a quorum was present, after due notice, also were approved and adopted by three fourths or more of the members, for the purpose of amending the Bylaws of Camellia Gardens Condominiums Association, Inc., as originally recorded in Official Records Book 3002, Page 1235 et seq., of the Public Records of Leon County, Florida.

**RESOLVED:** That the Bylaws of Camellia Gardens Condominiums Association, Inc. be and are hereby amended by adding subparagraph (m) to Article V, §5.1 to read as follows:

(m) To impose fines for violations of the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations as follows:

**First Offense:** Written notification shall be mailed to the owner(s) of the offending unit by the Management Company, as long as the Management Contract remains in effect, and thereafter, by the board of directors, and shall express the violation and the requested remedy. This notification shall also express to the owners of the offending unit the Association imposed fines should the violation not be remedied.

**Second Offense:** Written notification shall be mailed to the owner(s) of the offending unit by the Management Company, as long as the Management Contract remains in effect, and thereafter, by the board of directors, stating the violation and a hearing date and time should the owner wish to contest the violation. Should the owner not contest the violation or should the Board of Directors serving as a hearing committee find after hearing that there is a violation, a fine of Fifty-Five Dollars (\$55) will be imposed. Fines must be remitted to the Association within thirty (30) days. Any and all appeals must be directed in writing to the Association and postmarked within fifteen (15) days of notification of imposition of the fine. The Board of Directors shall review appeals, voting to retain or abridge the fine.

**Third Offense:** Written notification shall be mailed to the owner(s) of the offending unit by the Management Company, as long as the Management Contract remains in effect, and thereafter, by the board of directors, stating the violation and a hearing date and time should the owner wish to contest the violation. Should the owner not contest the violation or should the Board of Directors serving as a hearing committee find after hearing that there is a violation, a fine of One Hundred Dollars (\$100.00) will be imposed. Fines must be remitted to the Association within thirty (30) days. Any and all appeals must be directed in writing

Thrasher, Thrasher & Thrasher, Attorneys & Counselors at Law, Chartered  
890 North Gadsden Street  
Tallahassee, Florida 32303-6316

to the Association and postmarked within fifteen (15) days of notification of the imposition of the fine. The Board of Directors shall review appeals, voting to retain or abridge the fine. The Association reserves the right to assess additional or multiple fines should offenses warrant continuous action.

Additionally Paragraph 5 of the Condominium Rules And Regulations for Camellia Gardens Condominiums Association, Inc. originally recorded in OR Book 3002, Page 1274 of the Public Records of Leon County, Florida, and Paragraph 10 said Rules And Regulations originally recorded in OR Book 3002 at Page 1275 are amended to read as follows following promulgation by the Board of Directors and approval by three fourths or more of the members:

5. **Signs.** Owners of Units have the right to place and maintain reasonably sized and located "For Sale" or "For Rent" signs in front of the respective unit. Placement of such advertising signs may not be prohibited outright; provided, however, that the Board has the power to determine if such signs are unsightly and/or unreasonable to the detriment of the community, and accordingly, the Board may control and restrict the placement of "For Sale" or "For Rent" signs or other displays or advertising on any part of the Units, Common Elements, and Limited Common Elements. Types of signs other than "For Sale" or "For Rent" shall be prohibited unless authorized by a majority vote by the Board. Provided, however, that any unit owner may display at any time one security alarm system sign measuring no larger than twelve (12) inches in diagonal within two inches of the exterior building walls of the respective unit; and may display, during recognized election seasons, no greater than one political sign for a period of thirty (30) days prior to the election. "For Rent," "For Sale," and conforming political signs shall measure no larger than three and one half (3½) feet in diagonal, and shall not be placed on any part of the Units, Common Elements, and Limited Common Elements except within ten feet of the respective unit. The Board shall work closely with unit owners in developing any such restrictions, and any restriction by the Board regarding signs may be modified or removed by a majority vote of the unit owners

10. **Obstructions.** Sidewalks, entrances, driveways, passages, patios, courts, lawns, stairways, corridors, hulls and/or all other areas intended for common or frontal limited common use must be kept open, free of permanent or movable objects, and shall not be obstructed in any manner. Frontal shall be defined as any line of sight from any access easement or driveway controlled by the Association. Movable objects shall include, but not be limited to, sporting equipment, grills, patio furniture, toys, garden hoses, artistic works, and household garbage. Provided, however, within the confines of the respective frontal limited common elements, that any unit owner may display one exterior door mat measuring no larger than three and one half (3½) feet in diagonal, and no greater than two cigarette urns or two properly maintained flower pots measuring no larger than one and one half (1½) cubic feet. Additional plants and decorations may be allowed but must be approved in advance and in writing by the Association. Nothing shall be projected out of any window on the Condominium Property. All Personal property of Owners shall be stored within the Unit. The Board shall have the sole

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 32301-1000

discretion, which may be based on aesthetic principles only, to determine compliance with this provision.

Dated August 31, 2005

Witness  
Stuart Willis  
Witness  
Brandy Willis

Camellia Gardens Condominiums  
Association, Inc.  
By: Michael T. Turner  
(Corporate Seal) President

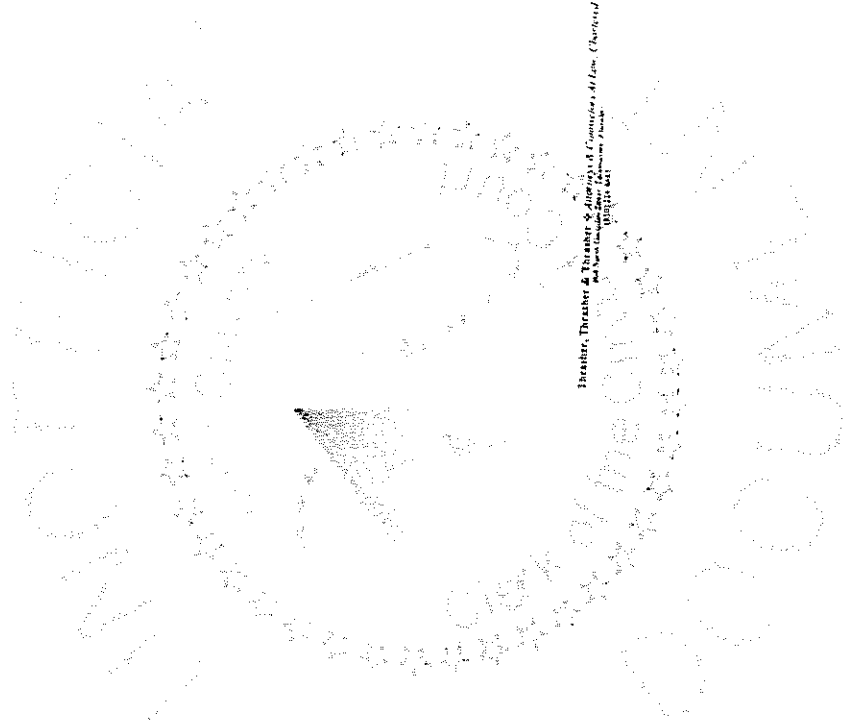
Before me, the undersigned authority, personally appeared Michael T. Turner, who produced a driver's license as identification, and who was sworn and says that the foregoing is true.

Sworn to before me on August 31, 2005.

Michelle C. Childers  
Notary Public - State of Florida



ATTEST: Randall F. Vickers  
Randall F. Vickers - Secretary  
Michelle C. Childers  
MY COMMISSION # DD014747 EXPIRES  
November 27, 2005  
E:\MCHC\NOTARY\CHILDCS.MC



Thrasher, Thrasher & Associates, P.A.  
Notary Public - State of Florida  
10000 N. W. 11th St.  
Miami, FL 33150