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DECLARATION OF RESTRICTIONS, LIMITATIONS, COVENANTS AND  
 USES CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

For

THE FAIRWAYS CONDOMINIUM OF  
 LEHIGH ACRES, FLORIDA, INC.  
 PHASE TWO

WHEREAS, LEHIGH ACRES CONSTRUCTION CORPORATION, a Florida corporation, hereinafter referred to as "Owner", owns, and has thereon a thirty-two (32) unit structure known as, The Fairways Condominium of Lehigh Acres, Florida, Inc., said structure being constructed substantially in accordance with the plans and specification prepared by Stanley K. Ink, Engineer and Surveyor, for a thirty-two (32) unit structure for Lehigh Acres Construction Corporation, marked The Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two which plans and specifications have been filed and recorded herewith by attachment as Exhibit I, and survey prepared by Stanley K. Ink, Registered Land Surveyor, on September 9, 1970 being his order # 1740, which are attached hereto and made a part hereof as Exhibit II; and

WHEREAS, said Owner has established by this declaration a plan for condominium ownership providing for the individual ownership of the area or space contained in the individual units in said structure, and the joint ownership by the individual and separate owners thereon, as tenants in common, of all the remaining real property, which is hereinafter referred to as the "common elements";

NOW, THEREFORE, the said owner of the property, situate, lying and being in Lee County, Florida, described in the schedule hereto annexed and made a part hereof and marked Exhibit III, hereby submits the said real property and improvements thereon to condominium ownership and hereby makes the following Declarations as to divisions, covenants, restrictions, limitations, conditions and uses to which the said real property and improvements thereon, consisting of a thirty-two (32) unit structure and appurtenances, may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on 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 does hereby divide said real property into the following separate freehold estates:

This instrument was prepared by:  
 WALTER O. GARDNER

Attorney's Certificate of Law:  
 (1) Not a Public Officer or Notary Public  
 (2) Not a Public Officer or Notary Public  
 (3) Not a Public Officer or Notary Public

Subordination Agreement Dec 6/8/85

A. Thirty-two (32) separately designated and legally described freehold estates consisting of the area or space contained in, and bounded by, unfinished perimeter walls, ceiling and floors of each of the thirty-two dwelling units in said structure constructed on said property, said spaces being referred to herein as "Condominium Units".

B. A freehold estate consisting of all the real property heretofore described, less and excepting therefrom the "condominium units" hereinabove referred to, which estate is hereby referred to as the "common elements", which shall include the structure and the property upon which it is located and specifically includes but is not limited to, the land, roof, main walls, slabs, staircases, hall, patios, parking spaces, community and commercial facilities, pumps, wires, conduits, plumbing and other public utility lines.

C. The areas designated as "covered walk", and "balcony walkway" on said plans, shall be utilized by all of the members of this condominium, and are a portion of the common elements.

D. The undivided interest in the "common elements" hereby established, and which shall be conveyed with each respective condominium unit, is as follows:

CONDOMINIUM UNIT NO.	UNDIVIDED SHARE
115	3.19%
116	2.96%
117	3.16%
118	3.19%
119	2.96%
120	3.19%
121	3.16%
122	3.19%
123	3.19%
124	2.96%
125	3.16%
126	3.19%
127	3.19%
128	2.96%
129	3.16%
130	3.19%
215	3.19%
216	2.96%
217	3.16%
218	3.19%
219	2.96%
220	3.19%
221	3.16%
222	3.19%
223	3.19%
224	2.96%
225	3.16%
226	3.19%
227	3.19%
228	2.96%
229	3.16%
230	3.19%

100.00%

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 assigns, or its grantees, successors or assigns, 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 to the fee title to the "condominium unit", or "condominium parcel".

E. The name of this condominium is The Fairways Condominium of Lehigh Acres, Florida, Inc. Phase Two

F. Every owner of a condominium parcel, whether he has acquired title by purchase from the "Owner", its grantee, successor or assigns, or its grantees, successors or assigns, or by gift, conveyance or operation of law, does hereby agree that he shall accept membership in The Fairways Condominium of Lehigh Acres, Florida, Inc, a non-profit Florida 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 the Association requires to be paid; it being understood and agreed that the owner'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, are in no way pertinent or determinative of the representation for voting purposes. It is agreed by the Owner, its grantee, successors or assigns, 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-two (32) votes in the Association for each condominium parcel. 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.

H. The Owner, by this Declaration, its grantee, successor, or assigns, 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, covenants and agree as follows:

1. That the "common elements" shall remain undivided and no owner shall bring any action for partition, as long as the structure in question shall be utilized as a residential non-profit condominium apartment building.

2. The "condominium units" defined herein shall be occupied and used by the respective owners as private dwellings for the owners, his family and social guests and for no other purpose.

3. The owner of the respective "condominium unit" shall not be deemed to own the perimeter walls, floors and ceiling surrounding his respective "condominium unit"; nor shall owner be deemed to own pipes, wire, conduits, or other public utility lines running through said respective "condominium unit" which are utilized for or serve more than one condominium parcel or one "condominium unit", which items are by these presents hereby made a part of the "common elements". Said owner however, shall be deemed to own the walls and partitions which are contained in said owner's respective "condominium unit"; and also shall be deemed to own the inner surfaces of the perimeter walls, floors and ceiling, including plaster, paint, wallpaper etc.

4. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the structure is partially or totally destroyed and then rebuilt, the owner of the "condominium parcels" agree that encroachments of parts of the "common elements" or "Limited Common Elements" or "condominium units" as aforescribed, due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

5. That an owner of a "condominium parcel" shall automatically, upon becoming the 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 owner 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 decisions 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, the 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 towards 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. For the purpose 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 percentage 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.

11. 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 favour of any assessing unit or special district, and (2) all sums unpaid on any institutional mortgage 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, in like manner as a mortgage on real property and the Association shall also have the right to recover all costs incurred including reasonable attorneys fees.

J. In any conveyance of a "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 with the grantor 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 grantees therefor. However, any such grantee shall be entitled to a statement for the Board of Directors of the corporation and they shall so provide a statement setting forth the amount of the unpaid assessments 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. Where 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 condominium parcel, as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance, such acquirer of title, his successors or assigns, shall not be liable for the share of the common expense 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 "condominium parcels", excluding such acquirer, its grantees, successors or assigns.

L. In the event the common elements are partially destroyed, but not in excess of fifty (50%) percent (as determined by the Board of Directors of the corporation) all of the owners shall be obligated to rebuild in accordance with the plans as originally set forth herein. In the event the common elements are destroyed in excess of fifty (50%) percent, the "condominium parcel" owners may elect not to rebuild, provided seventy-five (75%) percent of said owners are in accord. In the event the "condominium parcel" owners elect to rebuild, the covenant against partition contained hereinabove shall remain in full force and effect. In the event the election is made not to rebuild, the covenant against partition contained hereinabove shall become null and void and all sums received from insurance covering the common elements and any sums received from the sale of the total real estate comprised of the condominium parcels if sold, shall be apportioned and paid to the condominium parcels owners as their percentage interest appears hereinabove subject only to the rights of the outstanding mortgage holders. Whenever any loss of damage occurs which is insured the insurance provisions contained in any institutional mortgage of record encumbering a condominium parcel herein shall take precedence to the extent required over this Declaration, the Articles of Incorporation and By-Laws and Rules and Regulations of the Association.

M. In the event that the Board of Directors should determine that the existing building is obsolete, then and in that event the options of the owner as hereinabove provided for the eventuality of the destruction in excess of fifty (50%) percent of the common elements shall become applicable.

N. 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. Except 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 parcel or parcels or purchasers from the institutional mortgage 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 herewith.

O. The owner shall maintain and keep in repair the interior of his own condominium unit, including the fixtures and air-conditioners therein contained.

P. Any owner of a condominium parcel who mortgages his parcel shall notify the Association providing the name and address of his mortgagee, and the Association shall maintain such information in a book entitled, "Mortgagees of Parcels". The Association shall, only at the request of the mortgagee of the parcel report any unpaid assessments due from the owner of such parcel for any assessments whatsoever.

Q. The yearly assessments, payable monthly, which is provided for in the By-Laws attached hereto shall include but not be limited to each condominium parcel's pro rata charge for overall hazard insurance, and those other specific items more fully delineated in the By-Laws.

R. The Association is and shall continue to be a non-profit corporation.

S. The owner, 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 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.

T. In the event the necessity should arise, for any reason, for the distribution of what has previously 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 proportion established for each condominium unit and parcel hereinbefore stated.

U. 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 and assigns. However, the corporation 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.

V. The term "institutional mortgage" where herein used shall mean 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 individual lender.

W. 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 apartments 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.

(ii) Nuisances: No nuisances shall be allowed upon the condominium property, nor any use of 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) Interpretation: In interpreting deeds, mortgages and plans the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the lines and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

(v) Leasing: Entire apartments may be rented provided the occupancy is only by the lessee and his family, with the written approval of the Association first had and obtained. No rooms may be rented and no transient tenants accommodated.

(vi) No owner shall permit or suffer anything to be done or kept in his condominium unit, or on the common elements or limited common elements which will increase the rate of insurance on the condominium of which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises.

(vii) 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 Building 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 said corporation, a key to such condominium unit.

(viii) 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 or limited 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.

(ix) 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 effect or in any manner endanger the building in part or in its entirety. Any such structural modifications or alterations must be approved by the Architectural Committee of Lehigh Acres. No owner shall cause any improvements or changes to be made on the exterior of building 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 building, or in any manner change the appearance of any portion of the building not within the walls of said unit without the written consent of the Association first had and obtained.

(x) The owner of each unit must promptly correct any condition, which if left uncorrected, would adversely affect the apartment building, or any part thereof belonging to another unit owner. If the building or 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.

The owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or the other appliances or equipment, including any fixtures and/or their connections, required to provide water, light, power, telephone, etc., to his unit.

(xi) Upon his acquiring a fee simple title interest in and to a condominium unit, each owner shall be assigned a parking space, said parking space is designated as Limited Common Elements. The owner of the unit being assigned a parking space shall have the

exclusive right to use the same, which exclusive right shall become an appurtenance to said unit and shall be encumbered by and subject to any mortgage then or thereafter encumbering the said unit; and upon the conveyance or passing of title to the unit to which the parking space is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit passes. No conveyance, encumbrance or passing of title in any manner whatsoever, to any exclusive right to use a parking space may be made or accomplished separately from the conveyance, encumbrance or passing of title to the unit to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided, that as a condition precedent assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage lien or encumbrance encumbering the unit. If the Association becomes the owner of such exclusive right, the Association may thereafter, by properly executed instrument, assign such exclusive right to any unit owner with the same force and effect as if originally assigned thereof by the Association. However, while the Association shall be the owner of the exclusive right to use any parking space constituting limited common element property, the same shall be treated by the Association just as though said parking space constituted a part of the common elements instead of the limited common elements. No separate charge shall be made by the Association for the use of the parking space.

(X11) 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 to be levied shall be included whenever 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 bears the same ratio to said total tax or special assessment as the undivided interest in the common elements apportioned to each unit bears to the total undivided interest in the common property appurtenant to all units.

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.

X. Attached hereto as Exhibit IV and made a part hereof are the definitions of the various terms used in this Declaration of Restrictions. Also attached hereto as Exhibit V, and made a part hereof, are 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.

Y. 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.

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 29 day of September, 1972.

LEHIGH ACRES CONSTRUCTION CORPORATION  
A Florida Corporation

WITNESS:

By:

*[Signature]*  
Vice-President

Attest:

*[Signature]*  
*[Signature]*

*[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 29 day  
of September, 1972 at the County and State  
aforesaid.

*[Signature]*  
Notary Public, State of Florida  
At Large

My Commission Expires  
JANUARY 1, 1973  
NOT COMMISSION EXPIRED  
JANUARY 1, 1973

DESCRIPTION

"Beginning at the Northeast corner of Section 34, Township 44 South, Range 27 East; thence South 99°-12'-26" West, a distance of 80.00 feet to the westerly right-of-way line of Joel Boulevard; thence South 00°-29'-55" East along said right-of-way line, a distance of 228.74 feet to the P.C. of a curve to the right, having a radius of 676.78 feet, a delta angle of 55°-35'-53" and an arc distance of 656.73 feet to a Point of Tangency; thence South 55°-05'-58" West, a distance of 129.00 feet to a Point of Beginning of a tract of land herein described; thence South 55°-05'-58" West, along the Northwesterly right-of-way line of Joel Boulevard, a distance of 313.59 feet; thence North 34°-54'-02" West, a distance of 406.00 feet; thence North 69°-48'-57" East, a distance of 228.07 feet; thence South 34°-54'-02" East, a distance of 226.05 feet; thence North 55°-05'-58" East, a distance of 93.00 feet; thence South 34°-54'-02" East, a distance of 122.00 feet to the Northwesterly line of Joel Boulevard and the Point of Beginning, said tract of land containing 2.16 acres, more or less."

EXHIBIT III

DEFINITIONS

As used in this Declaration of Restrictions and By-Laws, unless the context otherwise requires, the following definitions shall prevail:

1. Assessment: Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.
2. Association: Association means the entity responsible for the operation of a condominium.
3. By-Laws: By-Laws mean the by-laws for the government of the condominium as they exist from time to time.
4. Common Elements: Common elements means those portions of the condominium property not included in the condominium units.
5. Common Expenses: Common expenses means the expenses for which the unit owners are liable to the Association.
6. Common Surplus: Common surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
7. Condominium: Condominium is that form of ownership of condominium property under which the improved units are subject to ownership by different owners, and there is appurtenant to each unit as a part hereof an undivided share in the common elements.
8. Condominium Parcel ~~and Unit~~: Condominium Parcel ~~and Unit~~ means a unit, together with the undivided share in the common elements which is appurtenant to the unit.
9. Condominium Property: Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
10. Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.
11. LIMITED Common Elements: Limited Common elements means and includes those common elements which are reserved for the use of a certain unit to the exclusion of other units.

EXHIBIT IV

# State of Florida

Department of State



I, Tom Adams, Secretary of State of the State of Florida,  
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation  
of

THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO

a corporation not for profit organized and existing under the Laws of the  
State of Florida, filed on the 26th day of June,  
A.D., 19 70, as shown by the records of this office.

Given under my hand and the Great Seal of the  
State of Florida, at Tallahassee, the Capital,  
this the 29th day of June,  
A.D. 19 70.



*Tom Adams*  
Secretary of State

EXHIBIT V.



FILED  
JUN 26 10 35 AM '70  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLA.

ARTICLES OF INCORPORATION  
OF

THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO  
A Non-Profit Florida Corporation

WE, the undersigned, acknowledge and file in the Office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation as by law provided.

ARTICLE I

The name of this Corporation shall be THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO, and the principal office shall be in Lehigh Acres, Lee County, Florida.

ARTICLE II

The purposes for which this corporation is formed are as follows:

A. To provide an entity or an association as defined in the Condominium Act of the State of Florida, Chapter 711, Florida Statutes 1963, for the condominium to be erected upon lands located in the County of Lee and State of Florida, described in the Schedule annexed hereto and made a part hereof and identified as Schedule A; and as such, to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving and administering the condominium property and to perform the acts and duties desirable for condominium home management for the units and common elements.

B. To adopt By-Laws for the operation of the condominium property, providing for the form of administration and rules and regulations for governing the association.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida Law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act".

ARTICLE III

Section 1 All unit owners of a condominium parcel shall automatically be members, and each membership shall automatically terminate when a unit owner no longer owns a unit. Voting may be in person or by written proxy and a corporation may hold membership and may vote through an authorized officer or by written proxy.

Section 2 There shall be no more than 32 voting members at any one time. The owner of a condominium unit or parcel in the condominium property shall be entitled to cast one (1) vote at all meetings of the members of the Association.

A corporation or any individual with an interest in more than one (1) unit may be designated the voting member for each unit in which he owns an interest.

ARTICLE IV

This Corporation shall have perpetual existence, unless the condominium is terminated pursuant to the provisions of Section 16 or 17 of Chapter 711, Florida Statutes, 1965, and in the event of such termination, this corporation shall be dissolved pursuant to Chapter 617.05, Florida Statutes as amended, laws of 1959, or other applicable dissolution statutes at the time of dissolution.

ARTICLE V

The names and residences of the subscribers are as follows:

<u>Name</u>	<u>Residence</u>
GERALD R. GOULD	3 David Avenue, Lehigh Acres, Florida
GEORGE LAVAC	711 Shady Side Street Lehigh Acres, Florida
ARTHUR KESLER	503 Oregon Road Lehigh Acres, Florida

ARTICLE VI

Section 1 The affairs and property of this corporation shall be managed and governed by a Board of Directors comprised of not less than three (3), nor more than seven (7) persons.

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 of 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.

Section 3 All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors on the first Monday in January of each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws.

ARTICLE VII

The names of the officers who shall serve until the first election are as follows:

<u>NAME</u>	<u>TITLE</u>
GERALD H. GOULD	President
ARTHUR KESLER	Secretary
GEORGE LAVIC	Treasurer

ARTICLE VIII

The following five (5) persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first annual meeting of members:

<u>NAME</u>	<u>RESIDENCE</u>
GERALD B. GOULD	3 David Avenue, Lehigh Acres, Florida
GEORGE LAVAC	711 Shady Side Street, Lehigh Acres, Florida
ARTHUR KESSLER	505 Oregon Road, Lehigh Acres, Florida
HARRY C. POWELL, JR.	18 Greenwood Avenue, Lehigh Acres, Florida
WILLIAM C. WENZEL	14 Lovejoy Court, Fort Myers, Florida

ARTICLE IX

The initial By-Laws of said Corporation are those annexed to a certain Declaration of Condominium made by Lehigh Acres Construction Corporation, a Florida Corporation, to be recorded among the public records of Lee County, Florida, which said Declaration of Condominium pertains to the real property previously described herein. Said By-Laws may be altered or rescinded or new By-Laws adopted in a manner provided by said Declaration and herein, and in conformity with the provisions and requirements of Chapter 711, Florida Statutes 1965.

The By-Laws of said Corporation and/or these Articles of Incorporation may be altered, amended or added to at any duly called meeting of the members, provided (i) that the notice of meeting shall contain a full statement of the proposed amendment, and (ii) that the quorum requirement for such purpose shall be a majority of all the then members. In addition, it shall be necessary to secure a three-quarters vote of all persons constituting the quorum in order to amend the By-Laws and/or these Articles of Incorporation.



LEGAL DESCRIPTION

SCHEDULE "A"

"Beginning at the Northeast corner of Section 34, Township 44 South, Range 27 East; thence South  $89^{\circ}-12'-26''$  West, a distance of 80.00 feet to the westerly right-of-way line of Joel Boulevard; thence South  $00^{\circ}-29'-55''$  East along said right-of-way line, a distance of 228.74 feet to the P.C. of a curve to the right, having a radius of 676.73 feet, a delta angle of  $55^{\circ}-35'-51''$  and an arc distance of 656.73 feet to a Point of Tangency; thence South  $55^{\circ}-05'-58''$  West, a distance of 129.00 feet to a Point of Beginning of a tract of land herein described; thence South  $55^{\circ}-05'-58''$  West, along the Northwestern right-of-way line of Joel Boulevard, a distance of 113.59 feet; thence North  $34^{\circ}-54'-02''$  West, a distance of 406.00 feet; thence North  $69^{\circ}-48'-57''$  East, a distance of 228.07 feet; thence South  $34^{\circ}-54'-02''$  East, a distance of 226.05 feet; thence North  $55^{\circ}-05'-58''$  East, a distance of 93.00 feet; thence South  $34^{\circ}-54'-02''$  East, a distance of 122.00 feet to the Northwestern line of Joel Boulevard and the Point of Beginning, said tract of land containing 2.16 acres, more or less."

BY-LAWS

OF  
THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC.  
PHASE TWO.....

A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1: The Name: The name of the corporation shall be The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two

Section 2: Principal Office: The principal office of the corporation shall be at Lehigh Acres, Lee County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3: Definition and Purpose: For the purpose hereinafter stated, the term "corporation" shall be equivalent to the term "association" as is defined in the Declaration of Restrictions, and further defined in Section 711, et seq., more commonly known as the Condominium Act of the State of Florida.

ARTICLE II

DIRECTORS

Section 1: Number and Term: The number of directors which shall constitute the whole Board shall be not less than three (3) nor more than seven (7). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting of the membership. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2: Vacancy & Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3: Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership by reason of his Certificate of Beneficial Interest in the Corporation shall be terminated for any reason whatever.

Section 4 First Board of Directors: The first Board of Directors shall consist of Gerald H. Gould, George Lavac, Arthur Kessler, Harry C. Powell, Jr. and William C. Wenzel

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything contained herein to the contrary notwithstanding; provided any or all of said directors shall be subject to replacement, in the event of resignation or death as above provided.

Section 5 Powers:

A. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all such powers and do all such lawful acts and things required by the business of the condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium or by these by-laws, directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

(1) To make, levy and collect assessments against members payable in advance. By a majority vote, the Board of Directors may increase the assessments or vote any special assessment in excess of that amount, if required to meet any necessary additional expenses, but said increase can only be made in the proportion established hereinafter.

(2) To use and expend the assessments collected to maintain, care for and preserve the exterior of the private dwellings and condominium property, other than those portions thereof which are required to be maintained, cared for and preserved by the individual unit owners.

(3) To make payments for taxes and assessments levied and assessed against the real property and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(4) To enter into and upon the private dwellings when necessary and with as little inconvenience to the owner as possible, in connection with such maintenance, care and preservation. Each owner of a private dwelling grants a perpetual easement to the condominium association or its duly authorized agents to enter his private dwelling at any reasonable time (or at any unreasonable time as the necessities of the situation should so require) for the above said purposes.

(5) To repair and replace common property, machinery, equipment and other things.

(6) To insure and keep insured the owners and the association against public liability and such other insurance as the Board of Directors may deem advisable. Such insurance may be taken out by the Board of Directors in the name of the corporation for the benefit of all of the condominium owners. In addition, the Board shall have the



power to insure and keep insured an individual condominium unit and the owner thereof in the event that the owner fails to insure same in accordance with the requirements of the Declaration or in the event that the owner fails to provide the Board of Directors with a proper certificate evidencing such insurance. The premium for any such insurance policy insuring an individual unit shall be chargeable to the owner whose unit is so insured and shall constitute a lien upon the owner's unit as provided in the Declaration.

(7) To collect delinquent assessments by legal action or otherwise; to abate nuisances and to enjoin or seek damages from the owners of the private dwellings for violations of these By-Laws or any of the other governing rules.

(8) To employ a manager who shall manage the condominium on such terms and conditions as the Board of Directors shall deem appropriate, and to delegate to such manager such powers as may be necessary in connection with the operation of the condominium to employ workmen, janitors and gardeners and to purchase supplies and equipment; to enter into contract, and generally to have the powers of manager in connection with the matters set forth herein; or, to enter into a Management Contract with a professional management organization wherein and whereby the management organization is engaged to manage and maintain the condominium property upon such terms and conditions as the Board of Directors shall deem appropriate.

(9) To acquire and enter into agreements whereby the Association will acquire leaseholds, memberships and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, for the enjoyment, recreation or other use or benefit of the unit owners; and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and to include covenants and restrictions concerning the use of the same by the unit owner.

(10) To make reasonable rules and to amend same from time to time; such rules and amendments shall be binding upon the owners after the Board has approved same.

(11) The Board of Directors may, by a majority vote of the whole Board, designate committees, such committees to consist of at least three (3) members of the Corporation, one (1) of whom shall be a director, which may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation as the Board may direct. Such committees shall have such name or names as may be determined from time to time by the Board of Directors. Committees established by the Board of Directors shall report to the Board as required.

Section 6. Compensation: Directors and officers fees, if any, shall be determined by the members of the Association.

Section 7. Meetings:

a. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general member's meeting, and immediately after the adjournment of same.

b. Regular meetings of the Board may be held monthly, without notice, at a designated time and place.

c. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting, either personally, by mail or telephone or telegram, at least five (5) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

d. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business; and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

Section 8. Annual Statement:

The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the Corporation and the easements paid by each member.

ARTICLE III

OFFICERS

Section 1. Elective Officers: The officers of the Corporation shall be chosen by the directors and shall be a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more assistant secretaries and assistant treasurers. Two (2) or more offices may not be held by the same person.

Section 2. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, a Secretary and a Treasurer, none of whom, excepting the President, need be a member of the Board.

Section 3. Appointive Officers: The Board may appoint such other officers as it shall deem necessary, who shall hold such offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term: The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, at any time, by a majority vote of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by a majority vote of the Board of Directors.

Section 5. President: The President shall preside at all meetings of the members and directors, shall be ex-officio member of all standing committees, shall exercise general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation and attested by the Secretary, except where the same are required or permitted by law to be otherwise signed.

Section 6. The Secretary and Assistant Secretary: The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of the proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meeting of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep the seal of the Corporation, and when authorized by the Board, affix the same to any instrument requiring it; and when so affixed, it shall be attested by his signature or the signature of the assistant secretary. The assistant secretary shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurer:

A. The Treasurer shall have the custody of the Corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors

at the regular meetings of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation.

C. The Assistant Treasurer shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

D. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office. The cost of the premium of any bond required herein shall be paid for by the Association.

Section 8. Indemnification of Corporate Officers:

Every director and officer of the Association shall be indemnified by the association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is a director at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled and not provided for.

Section 9. Resignations:

Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definition:

Membership of the Association shall be limited to the owner of a condominium unit who shall automatically become a member of this Association and said membership shall be an incident of ownership and not separately transferable.

Section 2. Voting Rights: Each member shall be entitled to cast one (1) vote at all meetings of the members of the Association.

Section 3. Transfer of Membership and Ownership: Membership in the Corporation may be transferred only as an incident to the transfer of ownership of the transferor's condominium parcel in fee simple. Unless otherwise provided herein, such transfer shall only be accomplished with the approval of the Board of Directors, which approval shall not be unreasonably withheld. The method for transfer of ownership and membership is more fully described in the Declaration of Condominium.

# ARTICLE V

## MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Corporation membership shall be held at the office of the Corporation or may be held at such place and time as shall be stated in the notice thereof.

## Section 2. Annual Meeting:

A. The first annual meeting of members shall be held on the 4th day of January, 1971.

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

C. All annual meetings shall be held at the hour of 10:00 o'clock in the forenoon.

D. At the annual meeting, the members shall elect by a plurality vote (cumulative voting prohibited) a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation at least ten (10) days prior to the meeting.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by units, with the residence of each, shall be prepared by the secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Corporation, and shall be open to examination by any member throughout such time.

Section 4 Special Meetings:

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of five (5) members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5 Quorum: Fifty-one (51%) percent of the total number of members of the Corporation present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6 Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by written proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a different vote is required. In which case such express provision shall govern and control the decision of such question.

Section 7 Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 8 Waiver & Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Certificate of Incorporation or of these By-Laws, to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9 Rules of Procedure: All meetings shall be conducted in accordance with Robert's Rules of Order (latest edition) when said Rules are not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

# ARTICLE VI

## NOTICES

Section 1 Definitions: Whenever under the provisions of the statutes or of the Certificate of Incorporation or these By-Laws notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing same in a post office or letter box in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the Corporation.

Section 2 Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

# ARTICLE VII

## FINANCES

Section 1 Fiscal Year: The fiscal year shall begin the first day of January in each year.

Section 2 Checks: All checks or demands for money and notes of the Corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3 Assessments: The Board of Directors of the Corporation shall, from time to time, fix and determine the sum or sums necessary for the continued operation of the condominium. It shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the provisions contained in the Declaration. Said assessments shall be payable in monthly installments in advance as ordered by the Board of Directors. Special assessments, if required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees promptly to pay when due the monthly and all special assessments assessed against his own condominium unit. No member shall be personally liable for any debts of the condominium operation.

Section 4 Operating Account: There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly and special assessments as authorized. Disbursements from said account shall be for the general needs of the Corporation, including but not limited to wages, repairs, maintenance and other operating expenses of the condominium corporation.

Section 5 Annual Audit: An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each member not later than April 15th of the year following the year for which the report is made.

#### ARTICLE VIII

Section 1 The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "non-profit". Said Seal may be used in accordance with the directions of the Board of Directors.

#### ARTICLE IX

##### HOUSE RULES.

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the condominium units located therein, and the conduct of all residents thereof.

A. All condominium units shall be used for residential purposes only, for the owners thereof, for their immediate families and social guests, and for tenants occupying said units under lease. They may not be used for any business or commercial use whatsoever.

B. Condominium unit owners shall not use or permit the use of the premises in any manner which would be disturbing to or a nuisance to other said owners, or in such a way as to be injurious to the reputation of said condominium.

C. Clothes, wash and laundry, will be hung only upon the facility and in the location provided by the Association. No clothes, wash or laundry shall be hung in carports or in any other location not approved by the Board of Directors.

D. Condominium unit owners or occupants having pets must keep said pets on leash and said pets shall not be permitted to roam over the condominium property unless accompanied by the owner or the owner's representative, to the end that a unit owner's or occupant's pet shall not be permitted to disturb other unit owners or occupants or to create a condition of nuisance or discomfort to other unit owners.



E. Neither unit owners, occupants nor their guests shall be permitted to park automobiles or other vehicles on any grassed area within the condominium property.

# ARTICLE X

## DEFAULT

In the event an owner of a unit does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, through its Board of Directors or manager, may foreclose the lien encumbering the condominium unit created by the non-payment of the required moneys. In said foreclosure action the plaintiff shall be entitled to the appointment of a receiver. The plaintiff shall also have the right to bid in the condominium unit at foreclosure sale and to acquire and hold, mortgage and convey the same. A suit to recover a money judgment for unpaid common expenses or monthly assessments shall be maintainable without foreclosure or waiving the lien securing the same. The losing defendant in either action shall pay the costs thereof, together with a reasonable attorney's fee.

If any action of foreclosure is brought against the owner of a unit for the non-payment of monies due the Association of a mortgage and the interest of said owner in and to the real estate is foreclosed, then at the time of foreclosure sale, the unit owner's rights in and to the condominium association shall be similarly foreclosed and a new certificate of beneficial interest shall be issued to the purchaser of said foreclosed unit at foreclosure sale.

If the Association becomes the owner of the condominium unit in question, it shall offer said unit for sale and when such sale is consummated, it shall from the proceeds received from said sale, first deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the lawsuit in question, including reasonable attorney's fees and any and all expenses incurred in the resale of the unit in question, including advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the unit. Any monies remaining shall be payable to the former owner of the unit so sold.

In the event of violation by the owner of a unit of the provisions of the Enabling Declaration, Corporate Charter, or Restrictions and By-Laws as are now or hereafter constituted the Association may, after giving thirty (30) days notice to said owner, by direction of its Board of Directors, bring a court action on said violation and shall have the right to petition for cancellation of the unit owner's interest in his parcel. If such be granted by the Court, then the interest of the violating unit owner shall be foreclosed in accordance with the then existing Florida laws relating to the foreclosure of either mortgages or liens, whichever shall be

more applicable. Each owner of a condominium unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance.

Section 1. Surrender of Condominium Unit:

In the event of the legal termination of a certificate and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned condominium unit to the Association in good repair, ordinary wear and tear excepted and the Association shall have the right to re-enter and to repossess the owned apartment. The member for himself and any successor in interest by operation of law or otherwise hereby waives any and all notice and demand for possession if such be required by law.

ARTICLE XI

AMENDMENT

These restrictions and By-Laws may only be altered, amended or added to at any duly called meeting of the members, provided (1) that the notice of meeting shall contain a full statement of the proposed amendment, and (2) that the quorum requirement for such purpose shall be a majority of all the members. In addition, it shall be necessary to secure a three-fourths (3/4ths) vote of all persons constituting the quorum in order to amend the restrictions and By-Laws.

ARTICLE XII

CONSTRUCTION

Whenever the masculine singular form of a pronoun is used in these By-Laws it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XIII

ARBITRATION

Section 1. Any questions arising concerning the construction of any of the By-Laws set forth herein or the action on the part of the Board of Directors, with reference to any of the duties and responsibilities placed upon the said Board of Directors, the aggrieved member shall have the right to have the dispute in question arbitrated pursuant to the terms and conditions of the Florida Arbitration Code, Florida Statutes 1965, Chapter 57, et seq. or its successor.

Section 2. Every condominium parcel owner by accepting his Certificate of Beneficial Interest from the Association has signified his intention to have the decision of the Arbitrators made a Rule of Court.

ARTICLE XIV

MISCELLANEOUS

Section 1. The property and facilities of the Association shall at all times be restricted in use to the Association members and their guests.

Section 2. Under no circumstances shall Association property be leased or operated for profit, except that individual condominium unit owners may lease their units as heretofore provided in the Declaration of Condominium and these By-Laws.

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

a. No unit owner shall be permitted to rent or lease the parking space so assigned for his use to any third person.

Section 4. The breach of any of the foregoing provisions, conditions, restrictions or covenants, shall not defeat or render invalid the lien of any mortgage or deed to trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise. This provision is not meant to bind the foreclosing mortgagees to the rules contained herein for transfer of ownership interests in and to the condominium units. However, any mortgagee upon any condominium unit or parcel agrees that with this one exception it shall comply with all other rules, regulations and By-Laws of the Condominium Association and its subsequent transferee shall thereafter similarly be bound by all of the condominium association's rules, regulations and by-laws.

MANAGEMENT CONTRACT

THIS AGREEMENT MADE this 29th day of September 1970,  
by and between HOME OWNER'S SERVICE, INC., a Florida Corporation  
hereinafter called the "MANAGER", and THE FAIRWAYS CONDOMINIUM  
PHASE TWO  
OF LEHIGH ACRES, FLORIDA, INC., a corporation not for Profit  
under the Laws of the State of Florida, hereinafter called the  
"ASSOCIATION",

WHEREIN IT IS AGREED AS FOLLOWS:

(1) PURPOSE:

ASSOCIATION is the governing body for the THE FAIRWAYS  
INC., PHASE TWO  
CONDOMINIUM OF LEHIGH ACRES, FLORIDA located at Lehigh Acres,  
Florida. MANAGER is engaged in the business of managing and  
maintaining various residential and commercial developments  
within the Lehigh Acres area, including condominium properties.  
As such, MANAGER is familiar with the proper operation of THE  
FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC. PHASE TWO  
and has read  
examined and become completely knowledgeable with the condomin-  
ium documents creating THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES,  
PHASE TWO  
FLORIDA, INC. including the Declaration and the By-Laws. This  
Agreement is to provide for the maintenance and the operation of  
the Condominium by MANAGER on behalf of the ASSOCIATION.

(2) TERM:

The term of this Agreement shall begin with the day within  
which the first closing of a sale of a condominium unit in the  
condominium takes place and will continue for ten (10) years  
thereafter, unless otherwise sooner terminated under the  
provisions of this Agreement.

This Agreement may be terminated by either party hereto  
for cause only; that is to say, the ASSOCIATION may cancel this

EXHIBIT-VI

Agreement if the MANAGER is not performing, in reasonably proper fashion, the duties herein undertaken by the MANAGER and the MANAGER may terminate this Agreement in the event that the ASSOCIATION does not perform the obligations undertaken by it under the terms of this Agreement. At least ninety (90) days notice shall be given, in writing, by the party seeking to terminate, to the opposite party, setting forth the reasons for termination.

(3) DUTIES OF THE MANAGER:

A. MANAGER will provide for the maintenance of the building or buildings, and other improvements in the condominium and will provide for the maintenance and landscaping of the grounds of the condominium. Such maintenance shall, however, be limited to that maintenance which the condominium ASSOCIATION is required to perform under and by virtue of the Declaration of Condominium and the Exhibits attached thereto, including the By-Laws of the Condominium ASSOCIATION.

B. The condominium unit owners shall be expected and required to maintain the interior portions of their respective condominium unit building at their own cost and expense.

C. MANAGER will provide and keep available a responsible person or persons with whom the Board of Directors of the ASSOCIATION may deal.

D. All funds collected by the ASSOCIATION from assessments against unit owners shall be promptly paid to the MANAGER who shall keep same in a separate bank account for the purpose of paying for the maintenance and upkeep of the Condominium. The MANAGER shall be required to account, in writing, to the Board of Directors of the Association, each month for

collections and expenditures.

E. The ASSOCIATION agrees that it will maintain the assessments against the unit owners at a sufficient level to insure that the MANAGER shall always have sufficient funds with which to pay for the maintenance, operation and upkeep of the Condominium. In this connection, the ASSOCIATION agrees that it will maintain the monthly assessments at a level consistent with this Agreement, and that, if necessary, it will levy additional assessments against the unit owners as may be required to fund the maintenance of the condominium in a first-class manner in accordance with the provisions of this Agreement.

F. The provisions of this Management Agreement are subject to Paragraph 1, of the Declaration of Condominium for THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC. <sup>TWO</sup> ~~PHASE~~ the terms of which are specifically herewith adopted by reference and made a part hereof as though set out herein in full.

(4) CONSIDERATION:

The service of the MANAGER shall be performed upon a fixed fee plus cost basis:

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by and through their duly authorized officers the day and year first above written.

HOME OWNER'S SERVICE, INC.  
A Florida Corporation

WITNESSES:

M. J. [Signature]  
[Signature]

By [Signature]  
Vice President

Attest [Signature]  
Secy. Secretary

(SEAL)

THE FAIRWAYS CONDOMINIUM OF LEHIGH  
ACRES, FLORIDA, INC. PHASE TWO

A Florida Corporation

M. J. [Signature]  
[Signature]

By [Signature]  
Vice President

Attest [Signature]  
Secy. Secretary

(SEAL)

Oct 8 3 59 PM '70  
CLERK OF DISTRICT COURT  
BY [Signature]

A CONDOMINIUM  
SHEET 1 OF 5



JOEL BLVD

## Plot Plan

5256-1-30



A CONDOMINIUM  
SHEET 1 OF 5

## APARTMENT ELEVATIONS

DATE: SEPT. 9, 1970  
SCALE: AS SHOWN  
JOB NO: 1740

**RECORDER'S MEMO.**  
 Copying of Willing, Living or Pending Deaths.  
 Issued in 1940 Personal Files Retired.

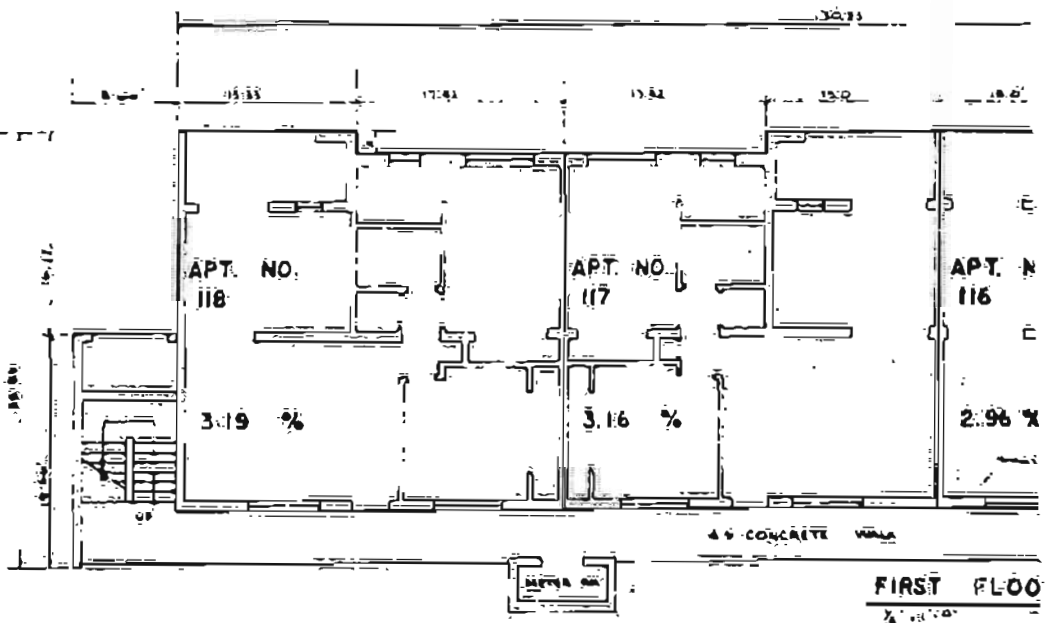
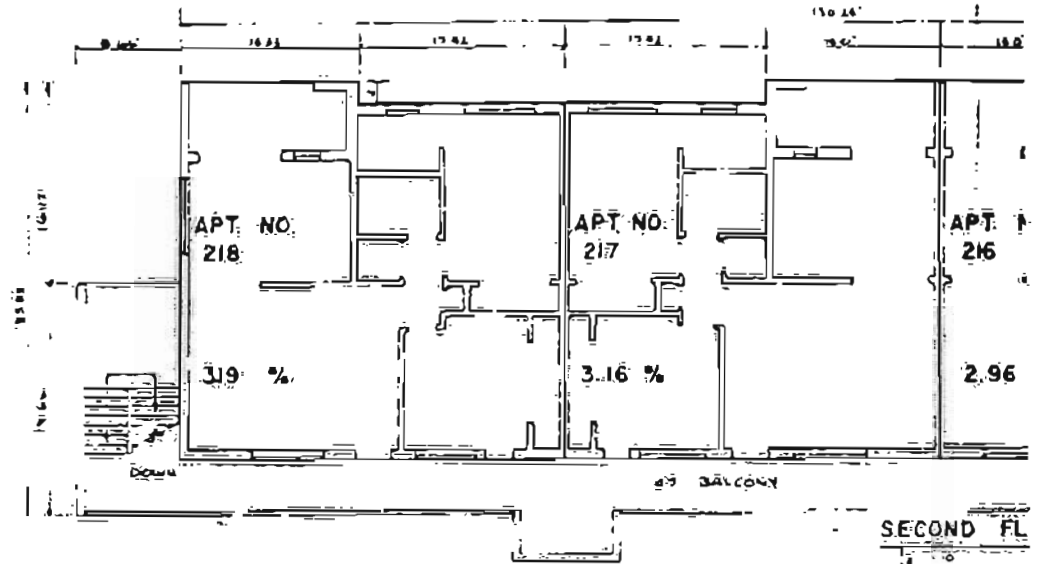
831 and 787

# The Fairways

OF

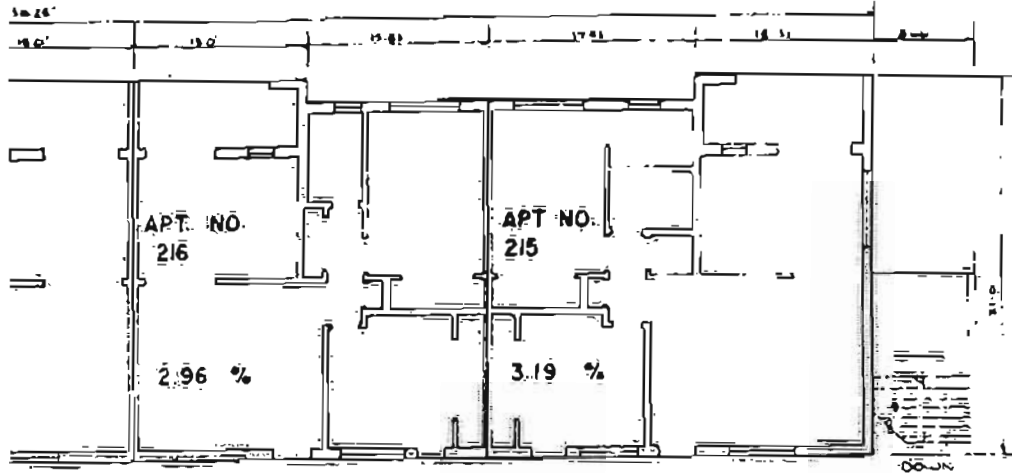
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BUILDING E  
SHEET 2 OF 5

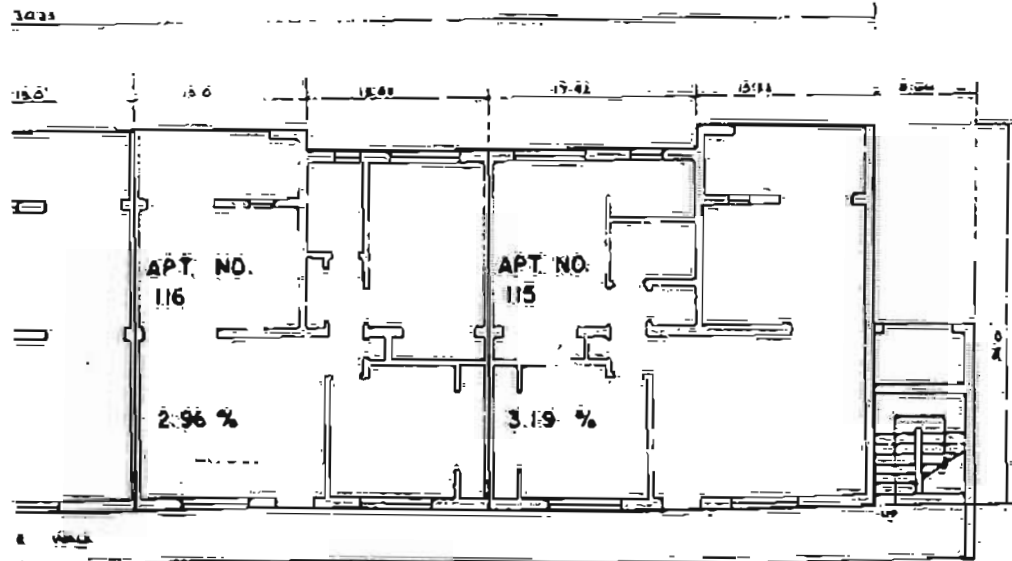


# OF RES FLORIDA, INC., CASE TWO

BUILDING E  
SHEET 2 OF 5



SECOND FLOOR



FIRST FLOOR

JOB NO. 1740

**SHEET 3 OF**

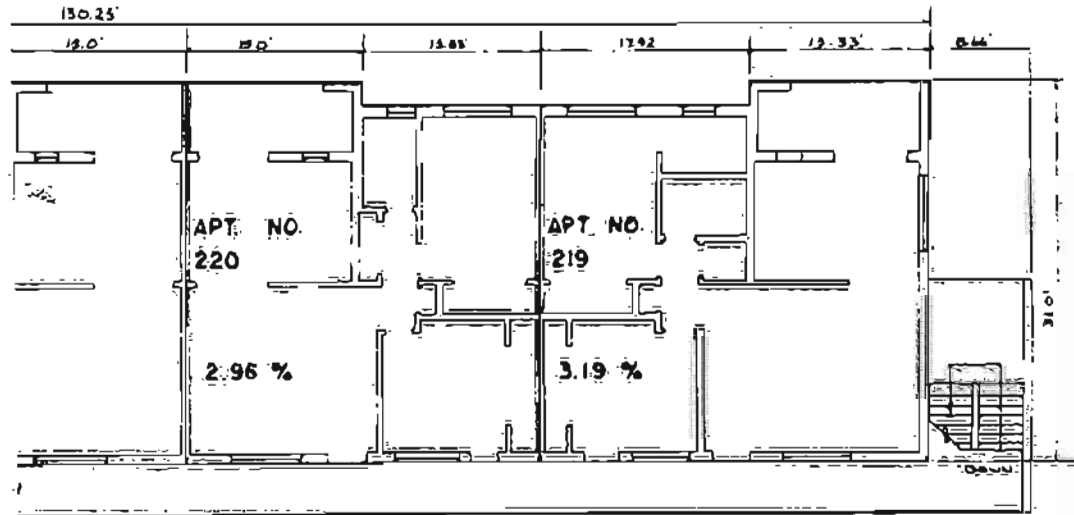


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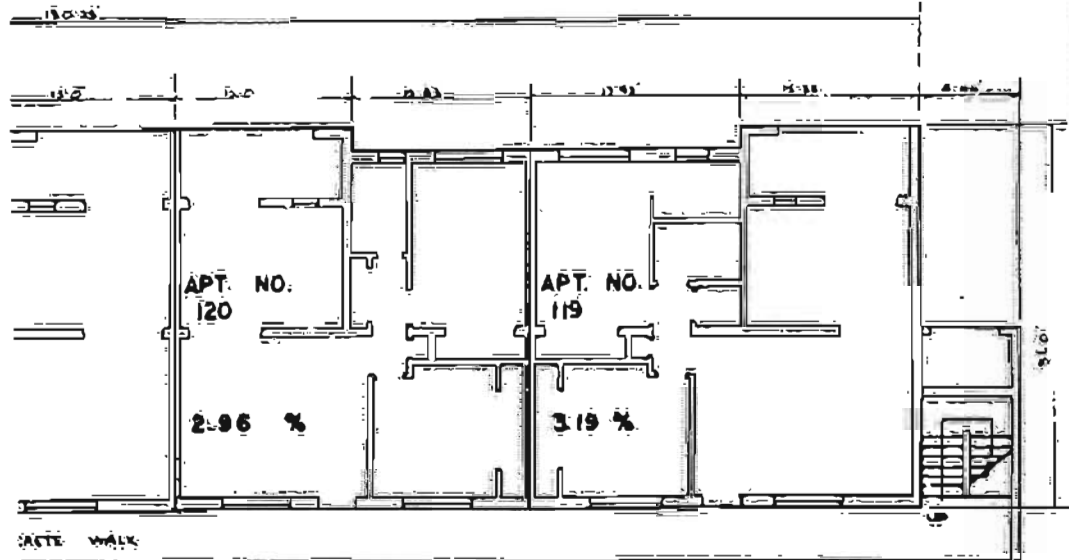
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BUILDING F

SHEET 3 OF 5



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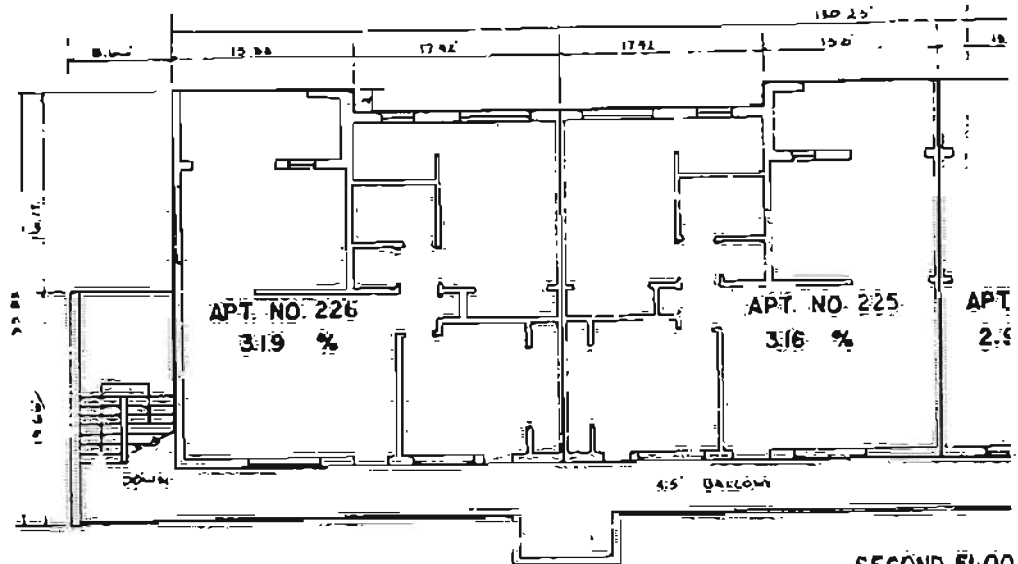


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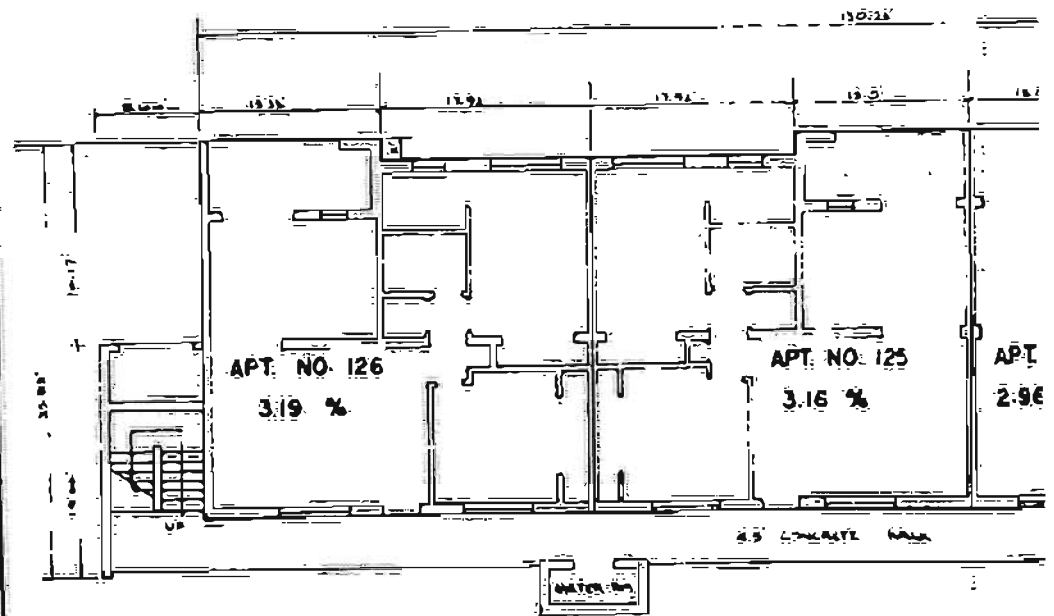
JOB NO. 1740

BUILDING . G  
SHEET 4 OF 5

BUILDING . G  
SHEET 4 OF 5



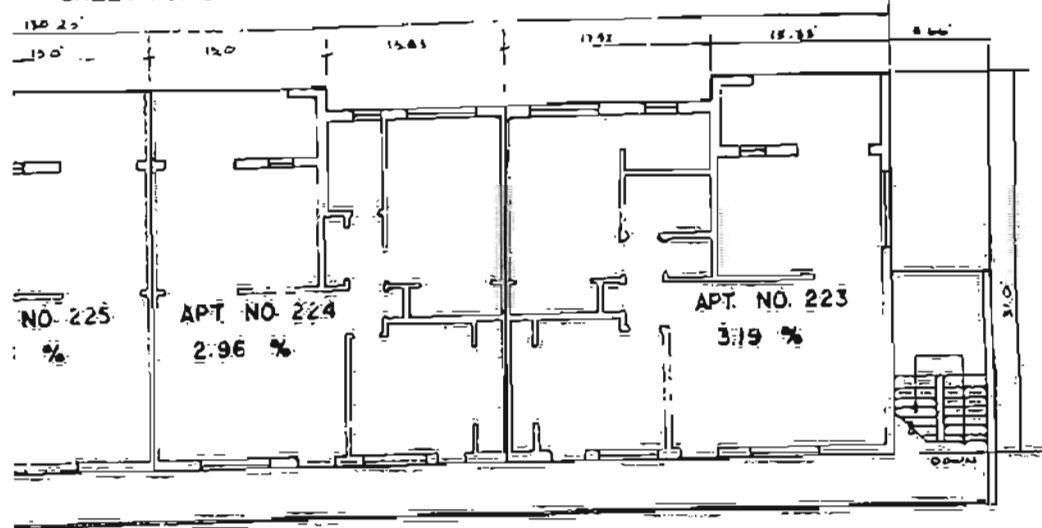
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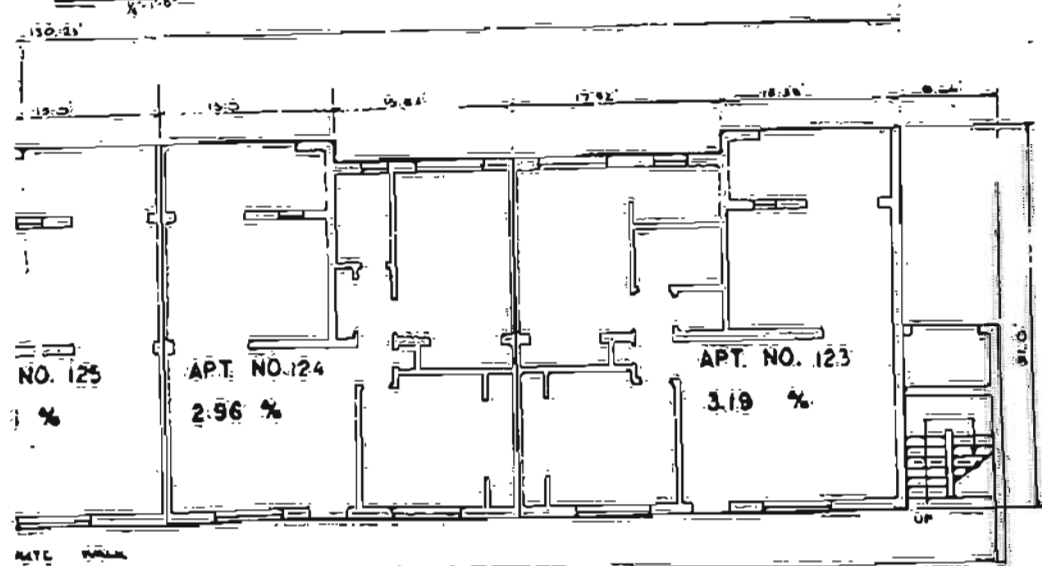
FIRST FLOOR

# CONDOMINIUM OF RES FLORIDA, INC., CASE TWO

BUILDING G  
SHEET 4 OF 5



## SECOND FLOOR



## FIRST FLOOR

JOB NO. 1740

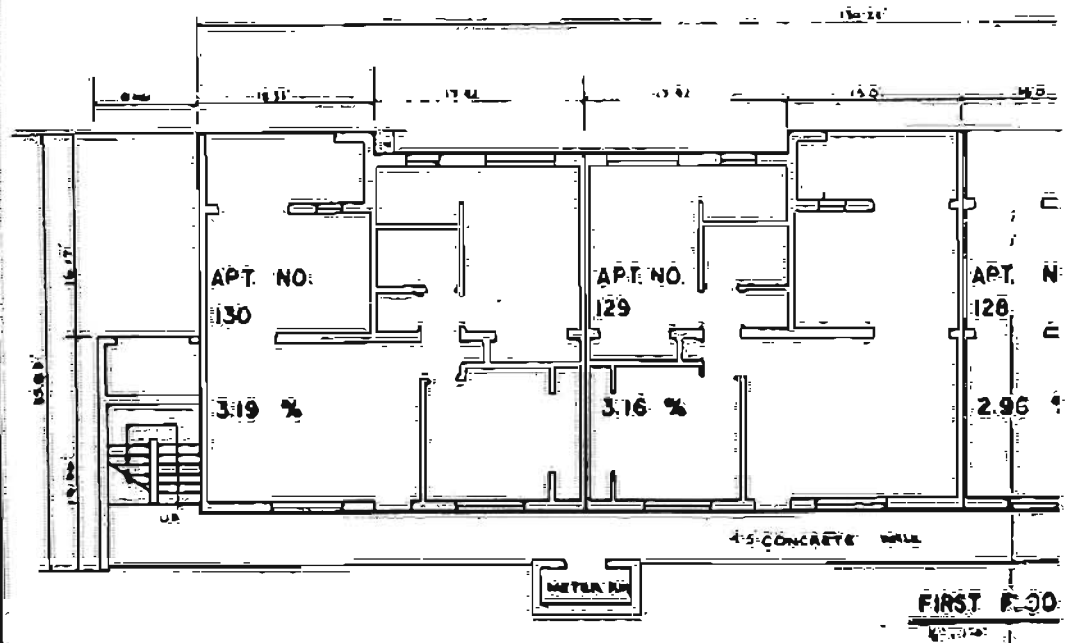
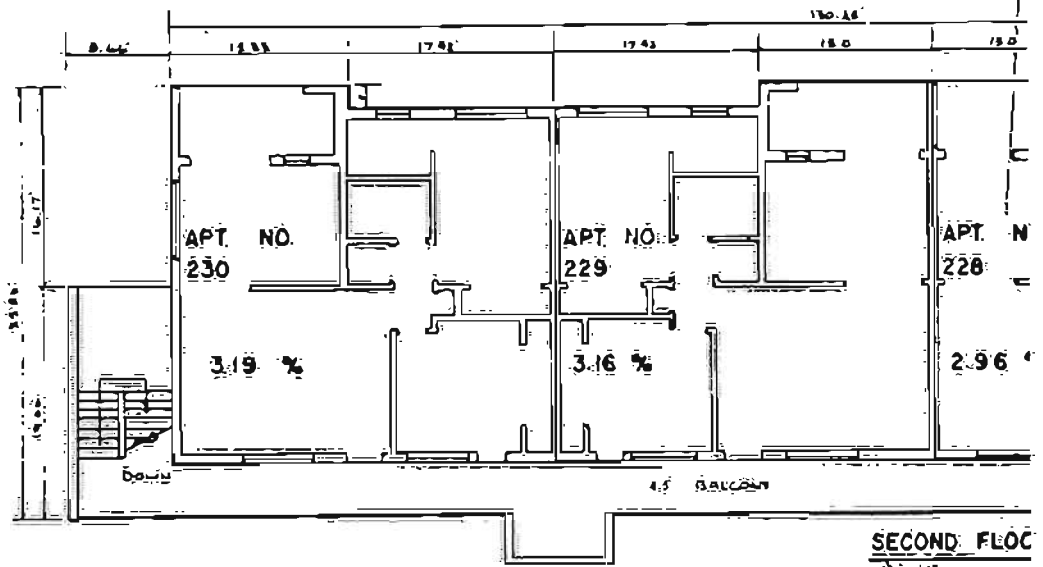
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# The Fairways

OF

## LEHIGH ACRES FL PHASE TV

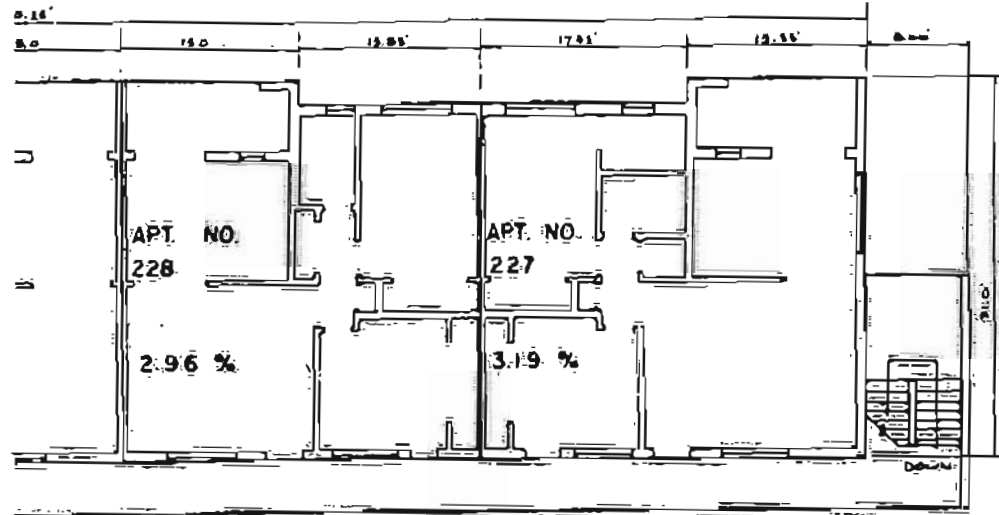
BUILDING H  
SHEET 5 OF 5



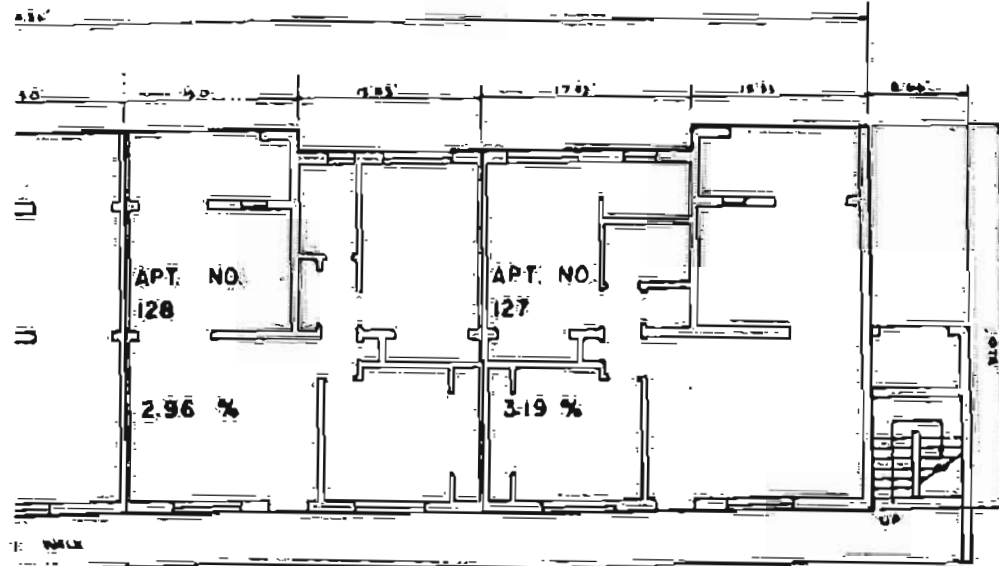


# OF RES FLORIDA, INC., SE TWO

BUILDING H  
SHEET 5 OF 5



SECOND FLOOR



FIRST FLOOR

JOB. NO. 1740

PREPARED BY:  
RICHARD D. DeBOEST II, ESQ.  
ATTORNEY AT LAW  
1415 HENDRY ST.  
FORT MYERS, FL 33901  
Tel: (941) 334-1381

INSTR # 5526819  
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CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY  
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**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED being President of THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO, a Florida non-profit corporation, does hereby certify that the attached amendments to the Bylaws of The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, were all duly adopted, ratified and approved by the proper percentage of votes necessary to approve same, at a meeting of the members of the Association held on the 4<sup>th</sup> day of February, 2002, when a quorum was present and after due notice. The original Declaration of Restrictions, Limitations, Covenants and Uses Creating and Establishing a Plan for Condominium Ownership for The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two is recorded in Official Records Book 631, Page 726, Public Records of Lee County, Florida.

Dated this 8<sup>th</sup> day of July, 2002.

WITNESSES:

(Sign) R. Andrew Palmer

(Print) R. ANDREW PALMER

(Sign) Carol Brown

(Print) Carol Brown

THE FAIRWAYS CONDOMINIUM OF  
LEHIGH ACRES, FLORIDA, INC.,  
PHASE TWO

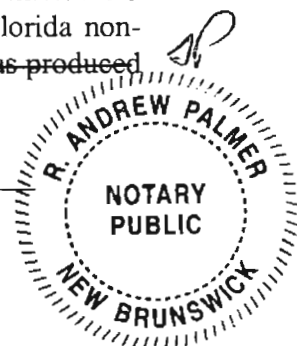
BY: Doris Keirstead  
Doris Keirstead, President (Seal)  
341 Joel Blvd., # 115  
Lehigh Acres, FL 33972

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2002 by Doris Keirstead, as President of THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO INC., a Florida non-profit corporation, on behalf of said corporation. Who is personally known to me or has produced SP as identification and did take an oath.

NOTARY PUBLIC:

R. Andrew Palmer



**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.**

AMENDED AND RESTATED BYLAWS

OF

THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO

1. GENERAL. These are the Amended and Restated Bylaws of The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at 335-341 Joel Boulevard, Lehigh Acres, Florida, 33972.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration of Condominium shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record owners of legal title to the units in The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, a Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (B) Approval by the Board of Directors as provided for in the Declaration of Condominium.

BYLAWS

- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Interest. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is a corporation, partnership, trust or other entity other than a natural person, the vote of that unit shall be cast by any officer, director, partner or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

### 3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members during the first quarter of each calendar year. The annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

## BYLAWS

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast 1/3 of the votes of the Association.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

## BYLAWS

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Unfinished Business
- (F) New Business
- (G) Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

## BYLAWS

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be not less than three (3) nor more than seven (7). In order to provide for a continuity of experience by establishing a system of staggered terms, in the next annual election following adoption of this amendment the number of Directors elected shall be seven (7). The two (2) candidates receiving the highest number of votes shall be elected for three (3) year terms. The three (3) candidates receiving the next highest number of votes shall be elected to two (2) year terms. The two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are only seven (7) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected to three (3) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided herein.

4.2 Qualifications. Directors must be members of the Association or a spouse of a member. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors. In addition, any person designated as the "voting representative" under Section 2.2 may serve as a Director.

4.3 Nomination and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) day in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors

by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meeting (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding unit use will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of Section 4.8 of these Bylaws.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means

## BYLAWS



shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of Section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws.

## 5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more

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offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such insured financial institutions authorized to do business in the State of Florida as shall be designated from time to

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time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members' meeting called for that purpose. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by unit owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves" as defined in Rule 61B-22.001(4), Florida Administrative Code, as the same may be amended from time to time. The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the

time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed to all unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The premiums on such insurance or bonds shall be a common expense.

6.8 Financial Statements. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. RULES AND REGULATIONS: USE AND OCCUPANCY RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits contained in the Declaration of Condominium. Copies of such rules and regulations shall be

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furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced. Rules regarding unit use shall be adopted by the Board of Directors as set forth in Section 4.8 hereof.

7.1 House Rules.

- (A) All condominium units shall be used for residential purposes only, for the owners thereof, for their immediate families and social guests, and for tenants occupying said units under lease. They may not be used for any business or commercial use whatsoever.
- (B) Condominium unit owners shall not use or permit the use of the premises in any manner which would be disturbing to or a nuisance to other said owners, or in such a way as to be injurious to the reputation of said condominium.
- (C) Pets of any kind whatsoever shall not be allowed in Units or on Condominium property.
- (D) Neither unit owners, occupants or their guests shall be permitted to park automobiles or other vehicles on any grassed area within the condominium property.

7.2. Over 55 Community – Fair Housing Act Compliance - The purpose, object and intent of this Section is to establish and maintain The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two (hereinafter “Fairways Phase Two”) as quiet, tranquil and residential oriented atmosphere 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 financial 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.

(A) Occupancy Restrictions - In order to preserve the intent of the residents of the community, the following provisions shall be applicable to the Condominium Property:

1. Occupancy of Unit - The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, as amended by the Housing for Older Persons Act of 1995, effective December 28, 1995, provides that communities cannot reject residents with children younger than eighteen years of age. However, these Acts provide that a community is exempt from this requirement if (a) at least eighty percent of the units are occupied by at least one person fifty-five years of age or older per unit; and (b) the community adopts, publishes, and adheres to, policies and procedures which demonstrate an intent to provide housing for persons fifty-five years of age or older

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(hereafter collectively referred to as the "Requirements for Exemption"). The Unit owners intend that Fairways Phase Two will be a community which falls within this exemption to the Fair Housing Act. Therefore, for so long as such provisions of the Fair Housing Act are in effect, (i) at least one occupant in each Unit in Fairways Phase Two must be at least fifty-five years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five years of age or older. The Board of Directors shall conduct a demographic survey of the owners and occupants of Fairways Phase Two to establish the ages of all such persons and shall have the authority to promulgate and require completion and delivery of age verification forms and proof of age. In accordance with this Section, a Unit Owner shall not sell or transfer his Unit unless at least one of the intended occupants of such Unit is fifty-five years of age or older at the time of occupancy. The Board, upon application by a Unit Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five based upon criteria that the Board shall determine. However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including, but not limited to, insuring that not more than twenty percent of the Units in Fairways Phase Two will be occupied only by individuals under the age of fifty-five. It shall be the responsibility of the Board to monitor the percentage of Units with occupants all of whom are under the age of fifty-five to insure that the Board does not permit more than twenty percent of the Units in the Condominium to be occupied only by persons under the age of fifty-five. In the event there is a change in the occupants of the Unit (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five years of age or older, the Unit Owner must immediately notify the Association of said change in writing. The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption.

8. COMPLIANCE AND DEFAULT: REMEDIES. In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines shall be as follows:

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- (A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:
  - (1) A statement of the date, time and place of the hearing;
  - (2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,
  - (3) A short and plain statement of the matters asserted by the Association; and,
- (B) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" in Section 718.1255 Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

### 8.3 Collection of Assessments; Failure to Pay.

- (A) Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) 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. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. 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.
- (B) Acceleration. If any special assessment or installation of a regular assessment as to a unit becomes past due, and a Claim of Lien is recorded, the

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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.

(C) Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Except as otherwise provided by Section 718.116 F.S., the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Lee County, Florida. The Claim of Lien must state the description of the condominium parcel, the name of the record owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

(D) Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

(E) Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

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(F) Certificate as to Assessments. Within 15 days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

8.4 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. These Bylaws shall be deemed amended by virtue of revisions to laws, regulations and judicial decisions which control over conflicting provisions set forth herein. The Board of Directors shall have the authority to amend these Bylaws in order to conform the provisions thereof with such revisions to laws, regulations and judicial decisions. In addition, the Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

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9.4. Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

10. MISCELLANEOUS.

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration and of the Articles of Incorporation shall prevail over the provisions of these Bylaws.

Prepared by:  
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2030 MCGREGOR BOULEVARD  
FORT MYERS, FLORIDA 33901  
Tel: 239-333-2992

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS, LIMITATIONS, COVENANTS AND USES  
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP  
FOR  
THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO**

THE UNDERSIGNED being the President and Secretary of THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO, a Florida non-profit corporation, do hereby certify that the attached amendments to the Declaration of Restrictions, Limitations, Covenants and Uses Creating and Establishing a Plan for Condominium Ownership for The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, were duly approved, adopted, and enacted by the requisite vote of the Membership at a Special Members Meeting held on April 12, 2011, at which a quorum was present and for which due notice was given.

The original Declaration of Restrictions, Limitations, Covenants and Uses Creating and Establishing a Plan for Condominium Ownership for The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, is recorded in the Public Records of Lee County, Florida, in Official Records Book 631, at Page 726, *et seq.*

Dated this 18 day of April, 2011.

Witnesses:

Sign: Cand Brown  
Print: Cand Brown

Sign: R. Andrew Palmer  
Print: R. Andrew Palmer

**THE FAIRWAYS CONDOMINIUM OF  
LEHIGH ACRES, FLORIDA, INC., PHASE  
TWO**

Sign: Doris Keirstead-Thorne  
Print: Doris Keirstead-Thorne  
Title: President

PROVINCE

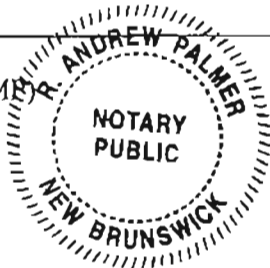
STATE OF NEW BRUNSWICKCOUNTY OF KINGS

THE FOREGOING INSTRUMENT was acknowledged before me this 3<sup>rd</sup> day of May, 2011, by Doris Keirshad Thorne, as President of The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, who (check one):

☒ is personally known to me.

☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL/STAMP)



NOTARY PUBLIC

Sign: R. Andrew PalmerPrint: R. Andrew Palmer

NOTARY PUBLIC PROVINCE OF NEW BRUNSWICK  
17 Queen St. Sussex, N.B. CANADA  
(506) 453-2168

Witnesses:

Sign: Freda MillerPrint: FREDA MILLERSign: Janet M. SyczukPrint: Janet M. Syczuk

THE FAIRWAYS CONDOMINIUM OF  
LEHIGH ACRES, FLORIDA, INC., PHASE  
TWO

Sign: Nancy PowellPrint: NANCY POWELLTitle: Secretary

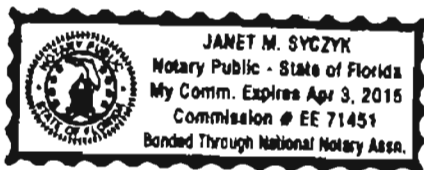
STATE OF Florida  
COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of April, 2011, by Nancy Powell, as Secretary of The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, who (check one):

☐ is personally known to me.

☒ produced IN DR. LIC. as identification.

(NOTARY SEAL/STAMP)



NOTARY PUBLIC:

Sign: Janet M. SyczukPrint: Janet M. Syczuk

**AMENDMENT TO  
THE DECLARATION OF RESTRICTIONS, LIMITATIONS, COVENANTS AND USES  
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP  
FOR  
THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., PHASE TWO**

The Declaration of Restrictions, Limitations, Covenants and Uses Creating and Establishing a Plan for Condominium Ownership for The Fairways Condominium of Lehigh Acres, Florida, Inc., Phase Two, shall be amended as shown below.

**NOTE: THE FOLLOWING IS A SUBSTANTIAL REVISION OF SECTION 1.W.(v). SEE ORIGINAL SECTION FOR ORIGINAL TEXT.**

*Sections I. A. through V. remain unchanged*

\* \* \* \* \*

W. Use Restrictions: The use of the property of the condominium shall be in accordance with the following provisions:

*Subsections (i) through (iv) remain unchanged*

(v) Leasing and Occupancy in the Absence of the Owner

I. Occupancy in Absence of Owner. 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 the unit to be occupied without compliance with the provision pertaining to leasing by any person who is the grandparent, parent, or child of the owner or the owner's spouse, if any, and who may occupy the unit in the absence of the owner without limitation as to the number of occasions or length of stays, subject to the following limitations:

A. 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.

B. Upon prior written application by the owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate, in the Board's discretion, for the sole purpose of avoiding undue hardship or inequity.

2. Leasing of the Units. The following restrictions shall apply to the leasing of the units in the community:

(A) All leases must be in writing, even if no rent or other consideration is involved.

(B) No lease may be for a period of more than one (1) year, and 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.

(C) An owner may lease only his entire unit and no room rental or sub-leasing or assignment of lease rights by the lessee or owner is allowed.

(D) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc.

(E) 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.

(F) 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.

(G) 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.

(H) 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.

(I) Lessees must include identification of all of the lessee's family members who will be occupying the unit during the term of the lease.

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

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

(1) The owner is delinquent in the payment of assessments at the time the application is considered.

(2) 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 home.

(3) 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.

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

(5) The prospective lessee or any proposed occupants have been convicted of a serious crime within the last ten years 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 moral turpitude.

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

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

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

(9) 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.

(10) The owner fails to give proper notice to the Association of the intention to lease the unit.

3. Unapproved Leases. Any lease of a home 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.

4. Additional Restrictions on Use and Occupancy During the 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, then 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.