

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
FAIRWAY OAKS CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 10, 1997, by a vote of no less than Seventy Five Percent or two-thirds (where applicable) of the voting interest of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administrators, the Declaration of Condominium for FAIRWAY OAKS CONDOMINIUM, as originally recorded in O.R. Book 1458, Page 1093, et seq., in the Public Records of Manatee County, be and the same is hereby amended as follows:

1. The Declaration of Condominium of FAIRWAY OAKS CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments of Declaration of Condominium for FAIRWAY OAKS CONDOMINIUM." (Tab 2)

2. The By Laws of FAIRWAY OAKS CONDOMINIUM ASSOCIATION, INC. being Exhibit No. 3 to said Declaration of Condominium are hereby amended in accordance with Exhibit B attached hereto and entitled "Scheduled of Amendments to By-Laws of FAIRWAY OAKS CONDOMINIUM ASSOCIATION, INC." (Tab 5)

IN WITNESS WHEREOF, FAIRWAY OAKS CONDOMINIUM ASSOCIATION, INC., has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 9th day of MAY 1997.

(CORPORATE SEAL)

FAIRWAY OAKS CONDOMINIUM
ASSOCIATION, INC.

ATTEST:

Minda Sing
Minda Sing
Secretary

Jim Mitchell
Jim Mitchell
President

STATE OF FLORDIA)
COUNTY OF MANATEE)

On this 9th day of MAY 1997, personally appeared Jim Mitchell, President, and acknowledge before me that he executed this instrument for the purposes herein expressed.

Nuala A Schmitt
Notary Public



NUALA A SCHMITT
My Commission CC577818
Expires Aug. 18, 2000

My Commission expires: 8/18/2000

**EXHIBIT A: "SCHEDULE OF AMENDMENTS TO DECLARATION OF
CONDOMINIUM FOR FAIRWAY OAKS CONDOMINIUM." (TAB 2)**

1. Tab 2, Section 9.2 (Recorded at Book 1458, Page 1108)

Tab 2, Section 9.2 To the Units. Except as otherwise reserved by the Developer, no Unit Owner shall make any alteration or improvement to such Unit Owner's Unit except in accordance with this Section 9.2. A Unit Owner may make alterations and improvements to the interior of the Dwelling located with the Unit so long as such alterations or improvements are not visible to the outside of the Unit, do not impair the structural integrity, of the Dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate the Dwelling originally located within his Unit. Other alterations or improvements to a Unit (including but not limited to the enclosing or screening in of and porch or patio within the Unit *and any landscaping within such area*) which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board in accordance with the By-laws.

**1. Tab 2, Section 9.2 (Revised statement approved at Unit Owners meeting
4-10-97)**

Tab 2, Section 9.2 To the Units. Except as otherwise reserved by the Developer, no Unit Owner shall make any alteration or improvement to such Unit Owner's Unit except in accordance with this Section 9.2. A Unit Owner may make alterations and improvements to the interior of the Dwelling located with the Unit so long as such alterations or improvements are not visible to the outside of the Unit, do not impair the structural integrity, of the Dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate the Dwelling originally located within his Unit. Other alterations or improvements to a Unit (including but not limited to the enclosing or screening in of and porch or patio within the Unit) which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board in accordance with the By-laws.

(Rationale: A more liberal approach to landscaping by Unit Owners is recommended in another article, to be presented later in this document.)

Remainder of this page left blank intentionally.

2. Tab 2, Section 16.3 (Recorded at Book 1458, Page 1122)

Tab 2, Section 16.3 Antennae. No antenna or aerial may be erected or installed on the exterior walls of a Unit or on the Limited Common Elements of the Condominium, which includes the roof, without prior written consent of the Board of Directors. Any such antenna or aerial so installed without approval may be removed without notice and at the cost of the Unit Owner for whose benefit the installation was made.

2. Tab 2, Section 16.3 (Revised Statement approved at Unit Owners Meeting 4-10-97)

Tab 2, Section 16.3 Antennae. No antenna or aerial may be erected or installed on the exterior walls of a Unit or on the Limited Common Elements of the Condominium, which includes the roof, without prior written consent of the Board of Directors. Any such antenna or aerial so installed without approval may be removed without notice and at the cost of the Unit Owner for whose benefit the installation was made. *However, one (1) satellite-dish antenna, less than one (1) meter in diameter, may be erected by each Unit Owner. Written approval of the Board of Directors is required before installation. Also it may be necessary to camouflage the dish to assure architectural harmony with the rest of the community.*

(Rationale: Recent federal law prohibits banning of the small, satellite-dish, antennas from condominium property. However, a unit owner who elects to install such an antenna can anticipate paying two reception fees - the present condominium cable TV fee and the satellite reception fee.)

3. Tab 2, Section 16.7 (Recorded at Book 1458, Page 1123)

Tab 2, Section 16.7 Other Vehicles. No commercial trucks, vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain upon any portion of the Condominium Property other than for temporary parking except as provided below. Any truck or van with commercial language on the exterior or commercial advertising displayed from the vehicle shall be deemed a commercial vehicle. Temporary parking as to commercial vehicles shall mean the parking of such vehicles while being used in the furnishing of services to the Unit Owners or the Association. As to any commercial vehicle owned by a Unit Owner or guest of a Unit Owner, temporary parking shall refer to the occasional parking required for loading and unloading purposes only. *Commercial and non commercial trucks, vans, and van type campers may be permitted for other than temporary parking only if parked in an enclosed garage.* If approved by a majority vote of the Association, no Unit Owner may park or store more than two (2) permitted vehicles or any type per Unit within the Condominium other than for temporary parking. This provision shall not be considered as restricting the parking of permitted vehicles belonging to occasional transient guests of Unit Owners or residents. In no event shall there be any parking or storage of vehicles or similar equipment on the grounds or the Common Elements, except in garages, on paved drives or in designated parking spaces.

3. Tab 2, Section 16.7 (Revised Statement approved at Unit Owners meeting 4-10-97)

Tab 2, Section 16.7 Other Vehicles. No commercial trucks, vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain upon any portion of the Condominium Property other than for temporary parking except as provided below. Any truck or van with commercial language on the exterior or commercial advertising displayed from the vehicle shall be deemed a commercial vehicle. Temporary parking as to commercial vehicles shall mean the parking of such vehicles while being used in the furnishing of services to the

Unit Owners or the Association. As to any commercial vehicle owned by a Unit Owner or guest of a Unit Owner, temporary parking shall refer to the occasional parking required for loading and unloading purposes only. Commercial trucks, vans, and van type campers may be permitted for other than temporary parking only if parked in an enclosed garage. *Unit owners and their guests may park one (1) non-commercial pick-up truck or van for other than temporary parking on the concrete driveway in front of their garage provided that the vehicle in question will fit within the unit owner's garage. Any vehicle so parked must be kept in an orderly manner. Any vehicle that will fit within the confines of the unit owners garage may be parked outdoors on a regular basis. All vehicles, regardless of type, so parked must be maintained in pristine external appearance with regard to body damage, paint and cleanliness and have no fluid leaks. All open-bed trucks with objects in the bed must be kept in an orderly manner. The Board of Directors is empowered to have the owner remove any vehicle parked outside the Unit Owner's garage if its appearance is judged to be detrimental to the Fairway Oaks Condominium. No Unit Owner may park or store more than two (2) permitted vehicles of any type per Unit within the Condominium other than for temporary parking. This provision shall not be considered as restricting the parking of permitted vehicles belonging to occasional transient guests of Unit Owners or residents. In no event shall there be any parking or storage of vehicles or similar equipment on the grounds or the Common Elements, except in garages, on paved drives or in designated parking spaces.*

(Rationale: The present regulation banning outside parking of non commercial pick-up trucks and vans is believed to be out dated and overly restrictive. The revised wording is designed to prohibit large and/or unsightly vehicles from being parked outside of closed garages but to permit parking of vehicles common to today's [90's], life style.)

4. **Tab 2, Section 16.9 (Recorded at Book 1458, Page 1124)**
(First Sentence Only-Others remain the same)

Tab 2, Section 16.9 Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements, except that the keeping of *small*, orderly domestic pets (i.e., dogs or cats) not to exceed one (1) per Unit without approval of the Board is permitted (Fish or caged birds shall not be subject to the limitation of one per Unit, but shall not be kept in unreasonable numbers or otherwise violate the provisions of the Section.)

4. **Tab 2, Section 16.9 (Revised Statement approved at Unit Owners meeting 4-10-97) (First Sentence Only-Others remain the same)**

Tab 2, Section 16.9 Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements, except that the keeping of *small (not to exceed twenty five (25) pounds when fully grown)*, orderly domestic pets (i.e., dogs or cats) not to exceed one (1) per Unit without approval of the Board is permitted (Fish or caged birds shall not be subject to the limitation of one per Unit, but shall not be kept in unreasonable numbers or otherwise violate the provisions of the Section.)

(Rationale: The word "small" needs to be defined to eliminate the presence of dogs of such size that could intimidate or harm residents. Larger animals can still be admitted with prior written approval of the Board of Directors.)

**EXHIBIT B: "SCHEDULE OF AMENDMENTS TO BY-LAWS OF
FAIRWAY OAKS CONDOMINIUM ASSOCIATION, INC. (TAB 5)**

1. Tab 5, Article XVII: Section 5 (Recorded at Book 1458, Page 1164.)

Tab 5, Article XVII: Section 5 No garbage cans supplies, milk bottles, or other articles shall be placed on the common elements and limited common elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be *shaken* or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the limited common elements or common elements. *If applicable, fire exits shall not be obstructed in any manner*, and the limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

1. Tab 5, Article XVII: Section 5 (Revised Statement approved at Unit Owners meeting 4-10-97)

Tab 5, Article XVII: Section 5 No garbage cans supplies, milk bottles, or other articles shall be placed on the common elements and limited common elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

(Rationale: [a] Shaking small rugs or similar articles outdoors is a practical way to remove dirt if done in moderation. [b] There are no fire exits in Fairway Oaks Condominium. [c] The clothesline rule duplicates a similar statement in Tab 2, Section 16.4. which takes precedent over Tab 5 rules)

2. Tab 5, Article XVII: Section 11 (Recorded at Book 1458, Page 1165.)

Tab 5, Article XVII: Section 11. No awning, canopy, shutter, or *other projection*, shall be attached or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. Patios or porches may not be enclosed, which includes the screening of same, *nor may anything be affixed to the walls within such patios or porches or entry ways* except with the prior written consent of the Board of Directors of the Association, and said consent may be given as to certain Units and not given as to others.

2. Tab 5, Article XVII: Section 11 (Revised Statement approved at Unit Owners Meeting 4-10-97)

Tab 5, Article XVII: Section 11. No awning, canopy, shutter, or *similar projection*, shall be attached or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. Patios or porches may not be enclosed, which includes the screening of same except with the prior written consent of the Board of Directors of the Association, and said consent may be given as to certain Units and not given as to others. *Decorations, attachments, etc. within lanais or entry ways which are visible from the outside should be in good taste. The Board of Directors is empowered to have Unit Owners remove such articles at their own expense if they are found to be objectionable.*

(Rationale: Prior consent to lanai and entry-way wall hangings, etc. is believed to be over-kill, and a nuisance to the Board in granting approval. Also, "any other projection" impacts the nice, little, banner flags that some residents enjoy.)

3. Tab 5, Article XVII: Section 12 (Recorded at Book 1458, Page 1165)

Tab 5, Article XVII: Section 12. The type, color and design of chairs and other items of furniture and furnishings that may be used on any entry way, patio or porch *may be determined by the Board of Directors.*

3. Tab 5, Article XVII: Section 12 (Revised Statement approved at Unit Owners meeting 4-10-97)

Tab 5, Article XVII: Section 12. *The type, color and design of chairs and other items of furniture and furnishings used on entry ways and lanais should be in good taste. The Board of Directors is empowered to have Unit Owners remove such articles at their own expense if they are found to be objectionable.*

(Rationale: Prior consent to lanai and entry-way furniture is believed to be over-kill, and a nuisance to the Board in granting approval. Please, no old car seats!)

4. Tab 5, Article XVII: Section 13 (Recorded at Book 1458, Page 1165.)

Tab 5, Article XVII: Section 13. No cooking shall be permitted *on any porch patio or entry way nor* on the limited common elements nor on the Condominium property, except in such area, if any, designated by the Board of Directors of the Association. Notwithstanding the foregoing, cooking with the use of an outdoor barbecue grill is allowed on the *porch* of a Condominium Unit, provided that when such grill is not in use it shall be stored out of sight of the public.

4. Tab 5, Article XVII: Section 13 (Revised Statement approved at Unit Owners meeting 4-10-97)

Tab 5, Article XVII: Section 13. No cooking shall be permitted on the Condominium property, except in such area, if any, designated by the Board of Directors of the Association. Cooking with the use of an outdoor barbecue grill *is allowed on the lanai, driveway or entry way or behind the owner's unit* of a Condominium Unit, provided that when such grill is not in use it shall be stored out of sight of the public *(under a suitable grill cover, if stored on a lanai).*

(Rationale: Clarification of mixed message of original statement.)

5. Tab 5, Article 17: Section 14 (Recorded at Book 1458, Page 1165.)

Tab 5, Article XVII: Section 14. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or limited common element assigned thereto or storage areas, except such as are required for *normal household use.*

5. Tab 5, Article XVII: Section 14 (Revised Statement approved at Unit Owners meeting 4-10-97)

Tab 5, Article XVII: Section 14. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or limited common element assigned thereto or storage

areas, except such as are required for normal household use *or for use with outdoor barbecue grills*. *Storage of such materials must not violate the Fire Code for the State of Florida.*

(Rationale: Ignition and combustion of flammable fluids is a serious threat to the condominium environment because of the widespread damage that can occur to neighboring property and individuals. Specification of upper limits on the amount of such fluids which can be stored, and the manner of storage, which will be found in the revised Tab 9 is merely an attempt to reduce the risk of such storage. Specification of storage of LPG tanks in cross-ventilated, open, lanais (specified in the revised Tab 9) is the most lenient solution known that will allow some residents to comply with the Florida fire code for condominiums, as interpreted by the Palmetto Fire Marshall. The Fairway Oaks community and the Board of Directors will have to work at finding a solution for those not having open lanais).

6. Tab 5, Article XVII: Section 15 (Recorded at Book 1458, Page 1165)

Tab 5, Article XVII: Section 15. Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure.

6. Tab 5, Article XVII: Section 15 (Revised Statement approved at Unit Owners meeting 4-10-97)

Tab 5, Article XVII: Section 15. Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure *in the manner described in Tab 9, "Rules and Regulations of Fairway Oaks Condominium Association, Inc."*.

(Rationale: To point the Unit Owner to the specifics required. The specifics appear in Tab 9 since they are subject to change from time to time, and Tab 9 is more easily changed than Tab 5.)

7. Tab 5, Article XVII: Section 16 (Recorded at Book, Page 1165)

Tab 5, Article XVII: Section 16. Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors of the Association.

7. Tab 5, Article XVII: Section 16 (Revised Statement approved at Unit Owners meeting 4-10-97)

Tab 5, Article XVII: Section 16. Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors of the Association, *as specified in Tab 9, "Rules and Regulations of Fairway Oaks Condominium Association, Inc."* (Rationale: The specifics appear in Tab 9 in the event they need to be changed, and Tab 9 is more easily changed than Tab 5.)