



Prepared by and return to:  
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**CERTIFICATE OF AMENDMENT**  
**TO**  
**2<sup>nd</sup> AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR FAIRWAY SIX, UNIT I, A SUBDIVISION**  
**AND**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED**  
**AND RESTATED BYLAWS OF FAIRWAY SIX CLUB, A HOMEOWNERS'**  
**ASSOCIATION, INC.**

We hereby certify that the attached 2<sup>nd</sup> Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fairway Six, Unit I, A Subdivision, and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of Fairway Six Club, A Homeowners' Association, Inc., (which Declaration was originally recorded at Official Records Book 1061 at Page 610 et seq. of the Public Records of Manatee County, Florida) having been approved by the Board for submission to the membership were approved at a meeting of the membership originally held on February 3, 2017, and reconvened on March 24, 2017, by the affirmative votes required in the Declaration, Articles of Incorporation and Bylaws of the Association.

DATED this 10<sup>th</sup> day of May, 2017.

Witnesses:

sign: [Signature]

print: Jeremy Anderson

sign: [Signature]

print: Justin Greene

FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]  
William Alloy, President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 10 day of May, 2017, by William Alloy, as President of Fairway Six Club, A Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



JEREMY ANDERSON  
MY COMMISSION # FF 952355  
EXPIRES: January 20, 2020  
Revised Third Budget Notary Statute

NOTARY PUBLIC

sign \_\_\_\_\_

print \_\_\_\_\_

State of Florida at Large (Seal)

My Commission expires:

Prepared by and return to:  
Jeremy V. Anderson, Esquire  
Anderson & Givens, P.A.  
P.O. Box 12613  
Tallahassee, FL 32317  
(850) 692 8900

## 2<sup>nd</sup> AMENDED AND RESTATED

### **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FAIRWAY SIX, UNIT I, A SUBDIVISION**

*[Substantial Rewording of Amended and Restated Declaration of Covenants, Conditions, and Restrictions. See Amended and Restated Declaration of Covenants, Conditions, and Restrictions and amendments thereto for present text.]*

This Declaration of Covenants, Conditions and Restrictions shall govern FAIRWAY SIX, UNIT I, a Subdivision (herein, "the Subdivision").

#### **ARTICLE 1 DEFINITIONS**

For all purposes, the terms used in this Declaration of Covenants, Conditions, and Restrictions (herein, "Declaration"), the Articles of Incorporation of the Association and Association Bylaws (herein, "the Governing Documents"), shall have the meanings stated in the Florida Homeowners Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (1) **"Act" or "Homeowners' Association Act"** means Chapter 720, Florida Statutes, as amended from time to time.
- (2) **"Architectural Review Committee" or "ARC"** shall refer to the committee established by the Board of Directors of the Association described in Article 8 of this Declaration.
- (3) **"Articles of Incorporation" or "Articles"** means the Articles of Incorporation for Fairway Six Club, A Homeowners Association, Inc., a Florida not-for-profit corporation in the

form attached hereto as **Exhibit "B"** and incorporated herein by reference, as amended from time to time.

(4) **"Assessment"** means a charge against a Lot and its owner as defined in Article 5 of this Declaration.

(5) **"Association"** shall mean and refer to Fairway Six Club, A Homeowners Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein.

(6) **"Board"** shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

(7) **"Bylaws"** shall mean and refer to the Bylaws of the Fairway Six Club, A Homeowners Association, Inc., in the form attached hereto as **Exhibit "C"** and incorporated herein by reference.

(8) **"Common Area" or "Common Property"** shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated by plat, deeded or leased to the Association or shall mean easements, licenses and servitudes, owned or leased by the Association, or the use of which has been granted to the Association, together with all improvements thereon for the use and enjoyment of all Owners of Lots, as herein defined, and designated in said plat dedication, deed or lease as **"Common Property"** or **"Common Area"**. The term **"Common Property"** shall also include any personal property acquired by the Association for the use and benefit of the Members. The initial Common Property to be owned, operated and maintained by the Association pursuant to this Declaration for the use and benefit of the Owners includes without limitation, all those tracts and parcels of land described in **Exhibit "A"** attached hereto and incorporated herein by reference, as shown on the recorded Plats.

(9) **"Common Expenses"** means all expenses properly incurred by the Association in the performance of its powers and duties.

(10) **"Declaration"** shall mean and refer to this 2<sup>nd</sup> Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fairway Six, Unit I, as it may be amended or supplemented from time to time.

(11) **"Home"** means a residence constructed on a Lot.

(12) **"Lake"** means the entire lake and surrounding right of way located in the Northeast quadrant of Unit I.

(13) **"Lot" or "Lots"** shall mean the parcels of land shown on the recorded Plat of Fairway Six, Unit I.

(14) **"Member"** shall mean and refer to all those persons or entities who hold record title to a Lot.

(15) **"Notice"** shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association.

(16) **"Owner" or "Homeowner"** shall mean the record title holder of a Lot.

(17) **"Phase I"** means the nineteen (19) Lots and Homes numbered 5, 6, 7, 8, 17, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, and 88.

(18) **"Phase II"** means all other Lots and Homes.

(19) **"Plat"** shall mean and refer to any final plat of Fairway Six, Unit I, recorded in the Public Records of Manatee County, Florida.

(20) **"Roads and Drainage Systems"** means Doral Drive, St. Andrews Lane, Merion Way, and the related drainage systems, that are located within the boundaries of Unit I.

(21) **"Rules"** means the rules governing the use and occupancy of the common property adopted by the Association Board of Directors as provided herein, in the Articles of Incorporation and Association Bylaws.

## **ARTICLE 2 GENERAL CONDITIONS**

**2.1 The Association.** The operation of the Subdivision in accordance with this Declaration and other authority shall be by Fairway Six Club, A Homeowners Association, Inc. (herein, "the Association"). The Association shall own title to common property in the Subdivision not dedicated and accepted by the public.

**2.2 Purposes of Association.** The purposes of the Association include, without limitation, those contained within this Declaration, the Articles of Incorporation, Bylaws and Chapter 720, Florida Statutes.

**2.3 Voting.** Each members shall be entitled to one (1) vote for each Lot owned. The Bylaws shall provide the method of voting.

**2.4 Duration.** This Declaration shall remain in full force and effect for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded. Upon the expiration of that time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

**2.5 Government Regulation.** To the extent any law, ordinance or regulation of the State of Florida and Manatee County shall exceed the requirements hereof, that law, ordinance or regulation shall prevail.

**2.6 Severability.** These Covenants, Conditions and Restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

### **ARTICLE 3 PROPERTY**

**3.1 Existing Property.** The existing real property which is subject to this Declaration is Fairway Six, Unit I, according to the Plat thereof recorded in Plat Book 21, Pages 135 through 193, of the Public Records of Manatee County, Florida.

**3.2 Annexation.** Subject to the consent of the owner thereof, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3) of Members of the Association voting, in person or by proxy, at a meeting held for that purpose. The annexation of land under this Article shall be accomplished by the recordation in the Public Records of Manatee County, Florida, of a Supplemental Declaration describing the property being annexed and signed by the President and Secretary of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

**3.4 Delegation of Use.** Any Owner may delegate his or her right of enjoyment in the Common Property to members of his or her family, tenants or social guests, subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules of the Association.

**3.5 No Waiver of Use.** No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of the Lot.

**3.6 Partywalls.** Any wall or walls that are built as part of the original construction of homes in the subdivision, and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general laws of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

## ARTICLE 4 EASEMENTS

**4.1 Owners' Easements of Enjoyment to the Subdivision Property.** Every Owner shall have a right and easement of access and enjoyment in and to FAIRWAY SIX, UNIT I, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities as provided by law.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

**4.2 Easements for Encroachments.** Every Owner shall enjoy and shall be subject to the following easements for Encroachments:

- (a) Inasmuch as the Homes in the subdivision are attached townhouses with adjoining, and/or party walls, roofs, gutters and related structures that are designed and constructed to extend over the dividing lines between Lots for reasons of harmony and function, each Lot and home thereon shall have a perpetual easement for encroachments upon contiguous Lots that may exist now by reason of construction or that may occur in the future by reason of future settling or repair of the homes, which encroachment shall be allowed to remain.
- (b) The Association, as represented by the Board of Directors, retained property manager or contractors, hereby reserves a perpetual and assignable easement, right and privilege to enter on, over and under any and all parts of the subdivision, including Owner Lots, for the purpose of inspecting, constructing and maintaining conveniences and utilities such as, but not limited to, telephone, sewer, cable television, irrigation, water and electricity lines, and for providing maintenance in accordance with the provisions of this Declaration.
- (c) Every Homeowner shall have a perpetual easement, right and privilege to enter on and over contiguous Lots to whatever extent may be reasonably necessary to accomplish gardening, landscaping, window washing, painting, repairs, and other improvements to the Owner's Home, which easements, rights and privileges shall be appurtenant to and shall pass with the title to every Lot. Any Homeowner may exercise this right from time to time through service or repair persons designated as agents of the Owner.

**4.3 Right of Entry.** Upon providing a Homeowner written notice the Association its agents or employees shall have an irrevocable right of access to each Home as may be necessary: 1) to inspect the shared components of a building when the Association has a good faith belief that a condition in a Home or abutting Home is causing damage to the shared components of the building. which shall include but are not limited to building walls, slabs, support structures, and roofs; 2) to maintain, repair or replace shared components damaged by a condition occurring in a Home; or 3) to remedy a condition causing damage, which was not maintained, repaired, or replaced by the responsible Homeowner after receiving written notice of the need for maintenance, repair, or replacement. The Association's obligation to provide written notice shall not be required if the Association has a good faith belief that emergency access and repairs are necessary to prevent damage to the Home, adjacent Home or shared components of the building and that the delay in providing notice would result in additional damage. Expenses incurred by the Association in entering a Home and for maintenance, repairs or replacement permitted herein shall be collected in the same manner as assessments, which if not paid shall become a lien on the Home. It is the intent that the authority provided this provision shall not be used for general day-to-day inspections or routine access to a Home. This provision shall not be interpreted as altering or modifying the respective maintenance, repair or maintenance responsibilities provided in this Declaration, but as providing the Association the right to assume (at its discretion) the responsibilities provided herein to better protect Homeowners and the buildings from damage.

## **ARTICLE 5 ASSESSMENTS**

**5.1 Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance) including without limitation any purchaser at a judicial sale, shall hereinafter be deemed to covenant and agree to all the terms and provisions of this Declaration and to promptly pay to the Association all regular annual assessments, special Assessments and all fees or other charges levied by the Association, as provided herein. No owner may waive or otherwise avoid liability for the assessments provided herein by any means including but not limited to non-use of the Common area or by abandonment. Upon conveyance of a Lot, the new and former Owners of the Lot shall personally be jointly and severally liable for all unpaid assessments, together with interest, late charges, costs and attorney's fees. Any party taking title to a lot where such lien has been recorded by the Association, takes title subject to such lien and the foreclosure of same if all amounts are not paid to the Association. The execution and recording of such notice shall not, however, be required in order for the continuing lien for assessments and related interest, late charges, costs and attorney's fees to be valid, as such lien relates back to the original recording of this Declaration.

**5.2 Purpose of Assessments.** Except as otherwise provided herein with regard to the regular annual assessments, special assessments, fees and other charges levied by the Board shall be used for the purposes of promoting the recreation, health, safety and welfare of the Members and residents of the subdivision and in particular for the improvement and maintenance of the Common Area, the Homes and Lots as elsewhere set forth in greater detail herein, and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance,



security services, Common Area maintenance, repair, restoration, repair or construction, drainage or compliance with any governmental requirements which may be imposed on the Subdivision, labor, equipment, materials, management, operations, maintenance and supervision thereof, protecting and preserving property values, as well as for such other purposes as are permissible activities of, and which may be undertaken by, a corporation not for profit organized and existing under the laws of the State of Florida and a homeowners association under Chapter 720, Florida Statutes, and any expenses that the Board shall reasonably incur on behalf of the Association. In addition, the Association may purchase bulk cable, internet and phone services, pest control and termite control as a common expense of all Owners.

**5.3 Annual Assessments.** The amount and time of payment of regular annual assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Assessments may include amounts established for reasonable reserves.

**5.4 Special Assessments.** In addition to regular annual assessments, special assessments may be levied by the Board against all Lots for the purpose of defraying, in whole or in part, any capital improvement or any unbudgeted expense, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

**5.5 Uniform Assessments.** Regular annual assessments and special assessments shall be uniform, with each Lot bearing an equal share. Regular annual assessments shall be collected in quarterly installments on the first day of January, April, July, and October. Special assessments shall be due on the date(s) established by the Board.

**5.6 Budget.** The Board of Directors shall prepare an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the upcoming fiscal year. Failure to fix the amount of the regular annual assessment within the time period set forth above will not preclude the Board from fixing the regular annual assessment at a later date. In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, and the regular annual assessment for the immediately preceding year shall continue for the current year. A budget and resulting in a regular annual assessment which exceeds the prior year's amount by more than ten percent (10%) shall require the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

**5.7 Notice.** Upon the adoption of a new budget, amended budget, and/or special assessment, each Owner shall be provided notice of same, by mail or personal delivery.

**5.8 Non-payment of Assessment and Remedies of Association.** If any assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with such interest, late charge, costs and attorney's fees of collection, be a continuing lien on the Lot against which such assessment is made, binding upon the Owner thereof, his or her heirs, personal

representatives, tenants, successors and assigns. If any such assessment is not paid within ten (10) days of the due date, then a late charge equal to the greater of five percent (5%) or twenty-five dollars (\$25) of the amount due shall be levied and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. Any partial payment shall be applied first to interest, late charges, costs and attorney's fees and then to the assessments first due. In any action at law or for foreclosure of a lien, the Association shall be entitled to recovery of attorneys' fees and costs. An action to recover a money judgment for the unpaid assessments made be filed without waiving a claim of lien.

## **ARTICLE 6 DUTIES AND POWERS OF ASSOCIATION**

**6.1 General Duties and Powers of the Association.** In furtherance of its purposes and in addition to the duties and powers enumerated herein and in the Articles and Bylaws, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors:

(a) All of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and

(b) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration, including, without limitation, the following:

(i) The power to fix, levy and collect adequate Assessments against Lots, as provided in and subject to the Declaration;

(ii) The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses as provided in the Declaration;

(iii) The power to manage, control, operate, maintain, repair and improve the Common Areas, if any;

(iv) The power to purchase supplies and materials and lease equipment required for the maintenance, repair, replacement, operation and management of the subdivision as provided in the Declaration;

(v) The power to insure and keep insured Association Property and the Common Areas, if any;

(vi) The power to employ the personnel required for the operation and management of the Association and the subdivision;

(vii) The power to pay utility bills for utilities serving the Common

Areas, if any;

(viii) The power to pay all taxes, licenses, assessments or other governmental assessments which are liens against the Association Property or Common Areas, if any;

(ix) The power to establish and maintain a reserve fund for capital improvements, repairs and replacements;

(x) Subject to applicable laws, ordinances and governmental regulation the power to control and regulate the use of the Lots and Common Areas, if any;

(xi) The power to acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(xii) The power to make reasonable Rules and Regulations and to amend the same from time to time, in the adoption of a Landscape Master Plan that details the planting standards and Landscape maintenance responsibilities as they apply to the Association and to individual Owners;

(xiii) The power to enforce by any legal means the provisions of these Articles, the Bylaws, the Declaration and the Rules and Regulations promulgated by the Association from time to time;

(xiv) The power to borrow money, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the Bylaws;

(xv) The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, and administration of the Association and the subdivision.

(xvi) The power to appoint committees as the Board of Directors may deem appropriate;

(xvii) The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, suspend use or voting rights, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the Bylaws or the Rules and Regulations;

(xviii) Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Association;

(xix) The power to provide any and all supplemental municipal services as may be necessary or proper;

(xx) The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

(xxi) Emergency Powers as provided in the Articles of Incorporation.

**6.2 Implied Powers.** The Association shall have all power and authority reasonably necessary for it to carry out each and every of its obligations set forth in this Declaration, the Articles or Bylaws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

## **ARTICLE 7 INSURANCE**

**7.1 Insurance by Association.** The Association shall obtain and continue in effect as a Common Expense the following types of insurance:

(a) Comprehensive policy of public liability insurance covering the Common Property with limits to be approved by the Board, covering claims for personal injury and/or property damage.

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of all improvements to the Common Property, if determined feasible by the Board. The Association shall likewise insure tangible personal property owned by it.

(c) Property insurance for the buildings, excluding items, improvements and fixtures to be insured by Owners pursuant to Article 7.2 below.

(d) Directors and Officers liability insurance.

(e) Such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

**7.2 Owner's Insurance.** Each Owner shall be responsible for obtaining and maintaining their own insurance coverage for household interiors, household contents, personal property, and individual Homeowners personal liability. The Association shall not obtain any such insurance on behalf of an Owner.

**7.3 Destruction of Insured Property.** Immediately after damage or destruction by fire or other casualty to all or any part of the subdivision covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

## **ARTICLE 8 ARCHITECTURAL CONTROL**

**8.1 Architectural Review Committee.** For the purpose of carrying out the Architectural Review process, the Board may establish an Architectural Review Committee (“the ARC”), which shall have jurisdiction over all construction and installation of improvements on any portion of the Subdivision. The ARC shall consist of not less than three (3) nor more than seven (7) members. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the ARC. Members of the ARC shall serve terms established by the Board. The Board of Directors may act as the ARC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC shall be as provided from time to time by the Board.

**8.2 Architectural Standards.** The ARC may, with the approval of the Board from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, esthetic and environmental concept and the original development of the Subdivision, but may be greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes. All standards shall be adopted and applied on uniform basis, and may be reviewed or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

**8.3 Architectural Review Required.** Architectural review shall be required in each of the following circumstances:

(a) Whenever the Owner of a Lot proposes to construct any improvements thereto, including landscaping.

(b) Whenever any exterior alteration or other exterior improvement to an existing Lot or Lots is proposed by an Owner.

(c) Whenever any Owner or the Association proposes to maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the Lots thereon.

(d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

(e) Whenever an Owner proposes any change or addition to the landscaping of a Lot. For clarification purposes, ARC approval is not required for the replacement of plantings or landscaping so long as the replacement plantings or landscaping are the same or are similar in appearance.

(f) For the purposes of this Section, any structure, including but not limited to buildings, fences, roofs, driveways, sidewalks, walls, pools, screen cages, enclosures, mail box, solar energy devices, antennas, water and sewer lines, irrigation systems, signs, statues, or decorative objects or landscaping devices shall be deemed to be alterations or improvements subject to architectural review.

(g) For the purposes of this Section, the term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements and the planting or removal of plants, trees, or shrubs.

**8.4 Procedure.** There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials and other specifications for any activity for which review is required. Additionally, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. All contractors shall be properly licensed in the State of Florida and/or local governments, and must provide proof of insurance coverage for work done to Common Areas or to Association property.

(a) The ARC may request additional and supplementary information. The Committee shall, within thirty (30) days after receipt of a complete application, either approve or disapprove, or approve in part and disapprove in part, the application. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval.

(b) The proposed improvements will be approved if, in the sole opinion of the ARC, (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or encroach upon any easement or platted building set back lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; (4) the individual or company intended to perform the work is acceptable to the ARC; and (5) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house). In the event that the ARC fails to issue its written approval or disapproval of the proposed construction within thirty

(30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARC's approval shall be deemed to have been granted without further action.

(c) In the exercise of its sole discretion, the ARC may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports or sworn progress reports.

(d) If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 8 to the same extent as if erected without prior approval of the ARC. The ARC or the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation reasonable attorney's fees and costs and any other expenses or fees incurred in the prosecution thereof.

(e) The Board of Directors of the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration upon its own action or at the request of the ARC. The granting of any waiver for any portion of the Property may be given or withheld in the Board's sole discretion and a prior grant of a similar waiver shall not impose upon the Board the duty to grant new or additional requests for such waivers.

(f) The Association and ARC, and any officer, employee, director or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association or ARC, or any officer, employee, director or member thereof, to recover any such damages.

**8.5 Emergency/Expedited Review and Approval.** In the event that emergency or expedited architectural review and approval is determined appropriate or necessary, the President or the President's designee shall be authorized to perform all of the ARC duties stated in Articles 8.1 - 8.4 hereinabove. The determination of whether emergency or expedited review and approval is appropriate or necessary shall be made in the sole discretion of the President or the President's designee.

**8.6 Appeal.** Except in the case of where the Board is acting as the ARC, any person aggrieved by a decision of the ARC may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than fourteen (14) days after the date upon which the decision of the ARC is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within forty-five (45) days, at which it may affirm, reverse or modify the decision of the ARC. For the purposes of this Section, an aggrieved party may be the applicant for review or the Owners of any three (3) or more Lots.

**8.7 Rules and Regulations and Fees.** The ARC may adopt reasonable rules for the conduct of its authority. The Board may establish reasonable fees for architectural review.

**8.8 Records.** The records of all architectural review proceedings shall be maintained by the Association's management company.

**8.9 Address for Notice.** Requests for ARC approval or correspondence with the ARC shall be addressed to the Architectural Review Committee - Fairway Six Club, A Homeowners Association, Inc. and mailed or delivered to the principal office of the current management company or such other address as may be designated from time to time by the ARC. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in a form satisfactory to the ARC.

## **ARTICLE 9 USE RESTRICTIONS**

In order to provide for congenial occupancy of Lots and Homes within the subdivision and to better protect the values of the Homes, the use of Lots, Homes and Common Areas shall be restricted by and in accordance with the following provisions as long as the subdivision exists:

**9.1 Persons Bound.** All provisions of this Declaration, the Bylaws of the Association and Board adopted Rules and Regulations which govern the conduct of persons shall apply to all Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors. Every Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Lot to comply with this Declaration, the Association Bylaws, and any Board adopted Rule or Regulation and shall be responsible for all violations and losses to the Common Areas caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board adopted Rule or Regulation.

**9.2 Residential and Business Uses.** The Lots and the Common Areas shall be used for single family residential purposes only. A single family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single household unit. No trade or business may be conducted on any Lot or on the Common Areas, except that an Owner, tenant or other occupant may have a home office within the Home so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (2) the business activity conforms to all zoning requirements for the subdivision; (3) the business activity does not involve persons coming onto the subdivision who do not reside in the subdivision or door-to-door solicitation of residents of the Condominium Property; and (4) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board. No business entity of any kind, including by not limited to, corporations, partnerships, or limited liability companies, shall own any interest in any lot within the subdivision.



This prohibition shall not apply to any lending institution that acquires title to a lot through a mortgage foreclosure or by a deed in lieu thereof.

**9.3 Occupancy.** In no event shall permanent occupancy exceed two (2) persons for each bedroom, except when temporary guests are visiting. Temporary guests shall be defined as individuals gratuitously residing in a Home at the request of the Owner or Tenant for not more than fourteen (14) consecutive days or more than thirty (30) days in any twelve (12) month period. Persons residing within a Home for more than fourteen (14) consecutive days or more than thirty (30) total days in any twelve (12) month period shall be deemed Tenants and must comply with the restrictions set forth in Article 11 of this Declaration. Notwithstanding the foregoing, persons gratuitously residing within a Home with a Homeowner shall have no obligation to seek and obtain Association approval required by Article 11 of this Declaration.

**9.4 Lease Obligations/Restrictions.** No Home may be leased unless in accordance with Article 11 of this Declaration. Subletting, transient occupancy, and the lease, or renting, of individual rooms, or a lease of less than all of the Home shall be prohibited. No Home shall be leased for a term of less than sixty (60) days or more than two (2) times in any calendar year. A rental which begins in one (1) calendar year and ends in the next shall not be counted against the maximum rental frequency in the second year.

**9.5 Nuisances, Offensive or Illegal Activities.** No portion of the subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision or which will increase insurance rates on any Home or on the Common Areas.

**9.6 Signs.** No sign, billboard or notice of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Home or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision except that an Owner may erect and maintain one (1) FOR SALE sign provided it conforms to approved landscape design and standards in accordance with **Addendum #4**, and prior written approval for the installation has been provided by the Board of Directors.

**9.7 Trash Containers and Pickup.** All trash containers shall be screened or placed in garages so that they shall not be visible from streets or other Lots. On collection days trash must be placed curbside in closed containers or secured trash bags. Garden trash is to be properly bagged and placed curbside according to the utility contract for each Lot and bundled according to County ordinance.

**9.8 Hanging of Laundry.** No hanging of clothes, towels, or other laundry shall be permitted on any Lot except in such a manner that is not visible from streets or other Lots.

**9.9 Boat Use on Lakes.** Only boats that are not motorized and that are less than fourteen (14) feet in length shall be permitted on the lake. Boats shall not be moored or stored overnight on the lake or shoreline.

**9.10 Permitted Television Antennae.** With the consent of the ARC, a satellite television antenna which is (a) no larger than 1 meter in diameter, (b) placed on the ground, or on a post no higher than five (5) feet, or attached to a Home either on the side or at the rear, (c) screened by a hedge or fence which is approved by the ARC, (d) compatible with the residential character and appearance of the subdivision, (e) in compliance with such other written specifications that the ARC shall promulgate in writing from time to time, and (f) in compliance with this Declaration may be installed on a residential lot. This restriction will not be enforced if it: (i) unreasonably delays or prevents installation, maintenance or use of a protected antenna, as defined hereafter; (ii) unreasonably increases the cost of installation, maintenance or use of such antenna or (iii) precludes reception of an acceptable quality signal. A protected antenna is one designed to receive broadcast satellite service, including direct to home satellite services, including distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and that is one meter or less in diameter or diagonal measurement, or an antenna that is designed to receive television broadcast signal.

**9.11 Animals.** Birds, fish and up to two (2) cats or two (2) small dogs or one (1) cat and one (1) small dog may be kept upon a Lot. No animals other than dogs, cats, fish and birds specified herein shall be kept or permitted within the subdivision. All persons keeping such animals shall be required to clean up after their animals and shall not allow their animals to cause health hazards, noise disturbances, or other nuisances to residents. Aggressive animals shall be prohibited. All animals shall be leashed when outside of the Home. Animals shall be kept and maintained in compliance with all laws, ordinances, and regulations. A small dog is defined as a dog weighing no more than forty (40) lbs., currently or at maturity. Any Owner who exceeds the foregoing limitations may keep their pets provided that the Owner provides for receipt by the Association Secretary not later, than (20) days after the effective date of the amendment of this subsection in 2009 or 2010, a written, signed and notarized pet affidavit prepared by the Association which at a minimum shall include a requirement that the Owners swears or affirms under penalties of perjury that the dog(s) or cat(s) of the following description has or have occupied the Lot on or before April 15, 2009, to date. The pet affidavit shall also require the owner to provide a description of the pets by species (i.e., dog or cat), breed, color, and approximate size/weight.

**9.12 Vehicles and Boats.** Owners and Tenants with garages shall park their vehicles in their garages overnight with the garage door shut. Requests for exceptions to this rule, stating the need and the period of time of the need, may be submitted in writing to the Board of Directors. The Board of Directors may grant exceptions for designated periods of time to permit overnight

parking of one (1) vehicle in the Owner's or Tenant's driveway or in the spaces provided in the Common Area. Guest cars shall be parked in the Common Area parking spaces overnight.

Overnight parking or storage of trailers, boats, recreational vehicles, Of work equipment, commercial vehicles and oversized vehicles on a Lot, unless parked or stored in a closed garage, is prohibited within Fairway Six. The Board of Directors may grant permission to accommodate special parking needs of visitors or guests for short visits, when the Owner has made such a request in writing prior to the need.

For Purposes of this Article, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family, purposes, and those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; or those vehicles which contain or transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs or displays on a vehicle or any or all of the aforementioned criteria Shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding upon the Home Owner.

No automobile, moving van, truck or other vehicle shall be parked, driven across or driven onto the lawns or walkways without prior written consent of the Board of Directors. Golf carts, lawn maintenance and repair equipment shall be exempt from this restriction.

No repairs or service to any vehicle, other than an emergency, situation, shall be undertaken in Fairway Six, except such repairs as can be made in the garage. Routine cleaning of vehicles and servicing of golf carts, are excepted from this restriction.

Construction and service vehicles and equipment are exempt from these restrictions only during the time while service is being provided.

The maximum speed limit for all vehicles traveling within the subdivision, shall be twenty (20) miles per hour.

## **ARTICLE 10 REPAIR, MAINTENANCE AND DRAINAGE**

**10.1 Common Area.** The Association shall provide maintenance and improvements of the Common Area including, but not limited to, the entry, clubhouse, equipment buildings, tennis courts, lake, lawns, trees and shrubs, sidewalks and roads. The Common Areas, designated on the Plat as "Preserves," shall be maintained in their natural state and may not be altered by the Association or by Owners, with the exception that trees or bushes that intrude on common or Homeowner properties may be trimmed. No trash or garden trimmings shall be discarded in Preserve areas.

**10.2 Common Area and Lot Drainage.** The Association shall be responsible for the maintenance and repair of the Drainage Easements depicted on the subdivision Plat. Lot drainage other than drainage in the Drainage Easements depicted on the subdivision Plat shall be the responsibility of the Owner.

**10.3 Exterior Maintenance of Lots.** In order to preserve the overall appearance of the subdivision, the Association shall provide a minimum landscaping service on a monthly schedule on each Lot. The landscaping service provided shall apply to existing lawns, shrubs and plantings in the private and semi-private areas on each Lot as defined by the **Master Landscape Plan, Addendum #3**. The landscaping provided by the Association shall be limited to lawn mowing fertilizer and pest control, edging, trimming of shrubs and clipping or removal.

If individual Owners request more extensive care of the private and semi-private lawns, gardens, and shrubs adjacent to their Home, the Association shall arrange directly or through its retained property management company to provide that additional service. Such additional landscape services will be included in a contract with the landscape service company, and those specific costs billed to the Owner on a quarterly basis as agreed to in advance with the Owner. Owners who prefer to maintain their own private or semi-private garden areas with no help from the Association are requested to confirm that choice in writing to the Board. Although the Association will provide minimum lawn care service, the planting, re-seeding, or re-sodding of lawns shall be the responsibility of each Owner.

The Association shall maintain, repair and replace exterior lighting and mail box standards on the Lots. The Association shall provide routine trimming of trees on Owners' Lots in accordance with **Master Landscape Plan, Addendum #3**. Removal or replacement of trees shall be the responsibility of the Homeowner on whose property those trees are located. The Association, through its retained management and landscape service companies, may provide consulting services regarding the condition of trees. Dead trees, or dead branches, which might be a danger to persons or property, may, after consultation with the Owner, be removed or trimmed by the Association, and the costs of removal will be assessed to the Owner.

All Owners shall be required to keep the landscaping of the lawns, gardens and planting areas of their Lots, including trees, in acceptable visual condition in accordance with standards adopted by the Association, and as determined by the Association in its sole discretion.

**10.4 Exterior Maintenance of Homes.** Each Owner shall provide for the maintenance, repair and replacement for all portions of his or her own Home, both exterior and interior.

The Association shall maintain documented standards, specifications and schedules for all exterior maintenance, including, but not limited to all materials such as siding, roofing, gutters, trim, all paint and calk formulations and methods of application, and all paint color designations, in accordance with **Addendum # 2** as it may be amended from time to time by the Board of Directors.

All Home exterior surfaces, including roofs, shall be kept in acceptable visual and functional condition at all times, as determined by the Association. The interior of all Homes shall be kept in a neat and sanitary condition.

To assure compliance, a Home maintenance reserve fund shall be established, accumulated and accounted for each Home, with the funds held in a bank account specific to that purpose. This reserve fund will be included and collected as part of the regular annual assessments, and then allocated to the reserve account for each Home. When maintenance work has been completed and certified by inspection and approval, the accumulated reserve fund in the Owner's account will be refunded to the Owner, or, if the Owner elects, retained in the reserve account for future use.

The funds for the Home maintenance reserve shall be established at two hundred (\$200) dollars per year and collected quarterly as part of the regular annual assessment. Each year the two hundred (\$200) dollars shall be credited to each Owner in a special Home maintenance reserve account, and the total in that account will be available, at the Owner's discretion, to be refunded to the Owner upon completion of the required maintenance work as specified above, or retained in the Owner's account for future maintenance needs. Any interest earned by the Home maintenance reserve accounts shall accrue to the Association as an offset to the administrative costs of the program, and/or be applied to other Association reserve accounts as may be determined by the Board in establishing the next fiscal year budget.

Any maintenance work which overlaps or involves more than one Home (example- a single roof or common wall) shall be the joint responsibility of the owners of those Homes involved, and the costs of the maintenance work shall be as agreed to by the Owners of those Homes, or in the absence of their agreement, it shall be determined by the Board.

It is the intention of this Article that buildings (clusters of Homes) shall complete painting and major roof repairs or replacements on the same yearly schedule in order to preserve the overall visual harmony of the buildings and the subdivision, however, the Board may grant variances from the schedule to individual Owners who submit written alternative schedules that accomplish the intended results. Owners shall adhere to the **Fairway Six Club – Owner Painting Schedule**, which is attached as **Addendum #1**.

Each individual Owner shall be responsible for determining that contractors providing Home maintenance are properly licensed and insured, and are fully cognizant of the Association's building and maintenance specifications.

Notwithstanding the Association obligation to provide termite and pest control, each individual Owner is responsible for termite or pest damage to their Home.

## ARTICLE 11 LEASES, SALES AND TRANSFERS

In order to maintain a community of congenial residents and thus protect home values within the subdivision, the transfer, sale, or leasing of a Home by an Owner shall be subject to the following provisions:

**11.1 Lease.** All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, an Owner or the Owner's agent shall apply to the Association for approval of such lease; if desired, the Board may adopt the application form. Additionally, the Board may adopt a standard lease agreement. If such a lease agreement is adopted by the Board, such adopted lease agreement shall be used by all Owners for the lease of homes within the subdivision. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease agreement, along with a transfer fee of up to one hundred dollars (\$100) per applicant. It shall be the Owner's obligation to furnish the lessee with a copy of all Association governing documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Association governing documents: shall provide or be deemed to provide that any violation of the Association Governing Documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant's conduct into compliance with the Association Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible.

If the Owner fails to bring the conduct of the tenant into compliance with the Association's Governing Documents, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Association Governing Documents, including without limitation the right to institute an action for removal (eviction, unlawful detainer or other appropriate action) against the tenant in the name of the Association and/or as agent for the Homeowner. The Association shall have a right to recover any costs or fees including attorney's fees from the Owner which shall be secured by assessment and lien in the same manner as common expense charges. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within twenty (20) days after receipt of the application for lease on any prescribed form completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within twenty (20) days shall be deemed to constitute approval.

If the Association disapproves a proposed lease or renewal the Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant and/or any other remedy. The Association shall neither have a duty to

provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

(a) The persons seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property or of a felony demonstrating dishonesty or moral turpitude;

(b) The application for approval on its face or the conduct of an applicant, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Association Governing Documents by way of example, but not limitation, a Tenant taking possession of premises prior to the approval of the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Association Governing Documents.

(c) A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations or by conduct in this subdivision as a tenant, owner or occupant of a Home.

(d) A person seeking approval has a history of financial mismanagement. The Association shall adopt criteria defining financial mismanagement.

(e) A person seeking approval has failed to provide the information, fees required to process in a timely manner.

**11.2 Sale or Transfer.** An Owner intending to make a transfer or sale of a Home or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board and such other information concerning the intended transfer or sale as the Association may reasonably require, and shall be accompanied by a copy of the proposed transfer documents or proposed sales contract signed by the proposed purchaser. Within twenty (20) days after receipt of such fully completed notice and information, the Association must either approve or disapprove the proposed transfer or sale. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent. Failure of the Association to respond within the twenty (20) day period shall constitute approval. The Board may delegate its approval/denial authority provided herein to a committee or authorized agent.

(a) Disapproval of a Transfer or Sale. Approval of the Association may be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the governing documents.

(ii) The person seeking approval (which shall include all disposed occupants has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debt.

(iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this subdivision as a Tenant, Owner or occupant of a lot.

(v) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vi) All assessments, fines and other charges against the Home or the Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(b) Right of First Refusal, Duty to Provide Alternative Purchaser. If the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the home on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. However, should the transfer or sale be rejected on the basis that such transfer or sale would result in a violation of an express provision of the Declaration, the Association's right of first refusal or requirement that the Association provide an alternate purchaser shall be optional, unless otherwise prohibited by law.

(c) Fair Market Price Determination. If the application for transfer or sale raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current home prices in Manatee County. One (1) appraiser will be selected by the selling owner and the other selected by the Association. The cost of the appraisals shall be shared equally by the Owner and the Association. Closing and transfer shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.

(d) Screening Fees. The Association may impose a transfer/sales fee not to exceed one hundred and no/100 dollars (\$100.00) per applicant or as permitted by law from time to time simultaneously with the giving of notice of intention to transfer or sell a lot or any interest therein.



(e) The Association may require that interviews be conducted of prospective transferee or purchasers prior to the transfer or sale of a lot or any interest therein.

## **ARTICLE 12 AMENDMENT**

Amendments to this Declaration shall be proposed and adopted in the following manner:

**12.1 Proposal.** A proposal for any amendment to this Declaration may be made by the Board of Directors or upon the written request of not less than twenty (20%) percent of the voting interests of the Association. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.

**12.2 Approval.** This Declaration may be amended by an affirmative vote of at least a majority of the entire membership.

**12.3 Limitation and Recording.** No amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members, without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records along with a Certificate of Amendment.

## **ARTICLE 13 ENFORCEMENT**

**13.1 Independent Covenant.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions, shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

**13.2 Enforcement.** This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association shall have the duty to enforce and require compliance of the provisions of this Declaration and any Rules authorized hereby against Owners, their tenants and guests on behalf of the Association membership. Enforcement shall be by proceedings for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs. The Association may also charge a Lot for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner or tenant thereof and that charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of this Declaration or Rules shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

**13.3 Election of Remedies.** All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

## **ARTICLE 14 MISCELLANEOUS**

**14.1 Interpretation.** The Board shall have the right except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Areas and the facilities located thereon.

**14.2 Prohibited Actions.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

**14.3 Singular, Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**14.4 Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

**14.5 Assignment of Rights and Duties.** Any and all of the rights, powers and reservations of the Association may be assigned to any person, corporation or association which will assume the duties of the Association pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, he or it shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association. Further, the Association may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

**14.6 Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for any other reason, any remaining funds may be distributed to the Owners on a pro rata basis.

919886

# SECTION 27, TOWNSHIP 35 S, RANGE 18 E FAIRWAY SIX, UNIT 1 MANATEE COUNTY, FLORIDA

DESCRIPTION: A TRACT OF LAND IN SECTION 27, TOWNSHIP 35 S, RANGE 18 E, MANATEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE MOST EASTERLY CORNER OF PLAT BOOK 20, PAGES 88, 89 & 90, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT BEING ON THE SOUTHWESTERLY R/W OF WHITFIELD AVE. (120' R/W); THENCE AT SARA SOTA, UNIT 1, SECTION 27, TOWNSHIP 35 S, RANGE 18 E, TO A POINT ON AN EASTERLY R/W OF SAID WHITFIELD AVE. FOR A P.O.B.; THENCE CONTINUE N 63° 04' 36" E, 120.00' TO THE NORTH END OF SAID SECTION 27 FOR A DISTANCE OF 1083.50'; THENCE S 84° 02' 25" E, 146.37'; THENCE N 55° 06' 11" W, 145.00'; THENCE S 29° 59' 19" W, 203.90' TO A POINT ON A CURVE TO THE NONPARELLEL WESTERLY BOUNDARY POINTS LOCATED 102.94' E, 117.23' E, 117.23' E, 117.23' E, 117.23' E; THENCE S 22° 25' 37" W, 139.65'; THENCE S 42° 55' 49" W, 146.37'; THENCE N 63° 04' 36" E, 120.00' TO SAID NORTHWESTERLY R/W OF WHITFIELD AVE.; THENCE S 84° 02' 25" E, 146.37'; THENCE N 55° 06' 11" W, 145.00'; THENCE S 29° 59' 19" W, 203.90' TO A POINT ON A CURVE TO THE NONPARELLEL WESTERLY BOUNDARY POINTS LOCATED 102.94' E, 117.23' E, 117.23' E, 117.23' E, 117.23' E; THENCE S 22° 25' 37" W, 139.65'; THENCE S 42° 55' 49" W, 146.37'; THENCE N 63° 04' 36" E, 120.00' TO SAID NORTHWESTERLY R/W OF WHITFIELD AVE.; THENCE S 84° 02' 25" E, 146.37'; THENCE N 55° 06' 11" W, 145.00'; THENCE S 29° 59' 19" W, 203.90' TO THE P.O.B.  
 SUBJECT TO EXISTING EASEMENTS OR RIGHTS-OF-WAY OF RECORD, IF ANY.

RESERVATION OF EASEMENTS  
 THERE ARE HEREBY EXPRESSLY RESERVED EASEMENTS OF 8' ALONG THE FRONT AND REAR LINES OF LOTS FOR UNDERGROUND AND OVERHEAD UTILITIES, SURFACE AND UNDERGROUND DRAINAGE, AND OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION  
 STATE OF FLORIDA )  
 ) SS  
 COUNTY OF MANATEE )

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORDS AND ALL OFFENSE DESIGNATION ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MANATEE, FLORIDA THIS 17th DAY OF AUGUST, 1983.

ATTEST: *Edward W. Chance*  
 CLERK OF CIRCUIT COURT  
 APPROVED: *[Signature]*  
 COUNTY ATTORNEY  
 APPROVED: *[Signature]*  
 COUNTY ENGINEER  
 DATE: 8-17-83

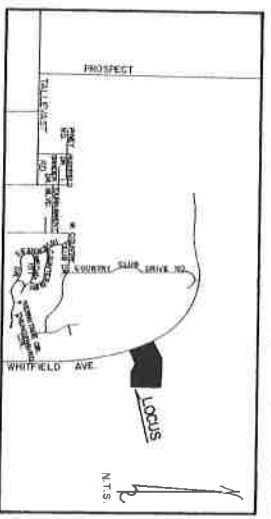
CERTIFICATE OF APPROVAL OF CIRCUIT COURT  
 STATE OF FLORIDA )  
 ) SS  
 COUNTY OF MANATEE )

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLES WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS AND THAT THE PERMANENT RECORD IN PLAT BOOK 20, PAGES 88, 89 & 90, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS 10th DAY OF AUGUST, 1983.

SURVEYORS CERTIFICATE  
 I, R. B. SHORE, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED THAT THE SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION AND THAT THE SURVEY DATA COMPLES WITH ALL OF THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS AND THAT THE PERMANENT RECORD IN PLAT BOOK 20, PAGES 88, 89 & 90, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS 10th DAY OF AUGUST, 1983.

CLIFF ALBERT, REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 5399

CERTIFICATE OF OWNERSHIP AND DEDICATION  
 STATE OF FLORIDA )  
 ) SS  
 COUNTY OF MANATEE )



FAIRWAY SIX, INC. A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT HAROLD J. ROSENBERG, AND BY ITS DULY ELECTED SECRETARY EARL P. SHARP, AND ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS AND F.P.A. CORPORATION, A DELAWARE CORPORATION, BY ITS DULY ELECTED VICE-PRESIDENT LLOYD C. HAGAMAN, JR., AND BY ITS DULY ELECTED ASST. SECRETARY THEODORE F. LITSCHAUER, ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATIONS, FIRST CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, A DELAWARE CORPORATION, MORTGAGEE OF THE PROPERTY DESCRIBED HEREIN, AND THERE ARE NO OTHER INTERESTS IN SAID PROPERTY AND DOES HEREBY DEDICATE ALL OF THE STREETS, ALLEYS, AND OTHER SPECIALLY DESIGNATED INTERESTS UTILITIES, UTILITY FACILITIES AND EASEMENTS FOR MAINTENANCE, INGRESS AND EGRESS, CANALS, PRIMAFAE EASEMENTS AND OTHER EASEMENTS SHOWN ON THIS PLAT AS BEING DEDICATED TO BE RESERVED FOR USE BY THE GENERAL PUBLIC, FOREVER, IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT HAROLD J. ROSENBERG, AND ATTESTED BY ITS SECRETARY EARL P. SHARP, AND HAVE HERETO SET OUR HANDS AND SEALS THIS 17th DAY OF AUGUST, 1983.

ATTEST: *[Signature]*  
 SECRETARY, EARL P. SHARP AND  
 IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE-PRESIDENT LLOYD C. HAGAMAN, JR. AND ATTESTED BY ITS ASST. SECRETARY THEODORE F. LITSCHAUER, HAVE HERETO SET OUR HANDS AND SEALS THIS 17th DAY OF AUGUST, 1983.  
 ATTEST: *[Signature]*  
 ASST. SECRETARY THEODORE F. LITSCHAUER  
 IN WITNESS WHEREOF, THE FIRST CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, MORTGAGEE HAS HERETO SET OUR HANDS AND SEALS THIS 17th DAY OF AUGUST, 1983.  
 ATTEST: *[Signature]*  
 SECRETARY JAMES L. WADE  
 IN WITNESS WHEREOF, THE F.P.A. CORPORATION, A DELAWARE CORPORATION, MORTGAGEE HAS HERETO SET OUR HANDS AND SEALS THIS 17th DAY OF AUGUST, 1983.

ATTEST: *[Signature]*  
 ASST. SECRETARY THEODORE F. LITSCHAUER  
 CERTIFICATE OF NOTARY PUBLIC  
 STATE OF FLORIDA )  
 ) SS  
 COUNTY OF MANATEE )

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED HAROLD J. ROSENBERG, PRESIDENT AND EARL P. SHARP AND SECRETARY OF FAIRWAY SIX, INC., A FLORIDA CORPORATION, TO ME KNOWN TO EACH DULY KNOWLEDGE BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS FOR AND IN BEHALF OF SAID CORPORATION.  
 WITNESS MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA THIS 10th DAY OF AUGUST, 1983.

MOSEBY ENGINEERING ASSOCIATES, INC.  
 6601 SUPERIOR AVE., SARASOTA, FLORIDA

SECTION 27, TOWNSHIP 35 S, RANGE 18 E  
**FAIRWAY SIX, UNIT 1**  
MANATEE COUNTY, FLORIDA

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED STEPHEN R. JOHNSON, VICE PRESIDENT AND JANE U. WADDE, SECRETARY OF FIRST CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, MORTGAGE DEPARTMENT, 1000 N. GULF BLVD., TAMPA, FLORIDA 33601, AND I KNOWLEDGE BEFORE ME THAT THEY EXECUTED THE FOREGOING CERTIFICATE OF SUCH OFFICERS FOR AND IN BEHALF OF SAID ASSOCIATION AND I KNOWLEDGE BEFORE ME THAT THEY EXECUTED THE SAME, AS WITNESS MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA THIS 22nd DAY OF July, A. D., 1983.

MY COMMISSION EXPIRES: March 1, 1987

*Janele Holland*  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

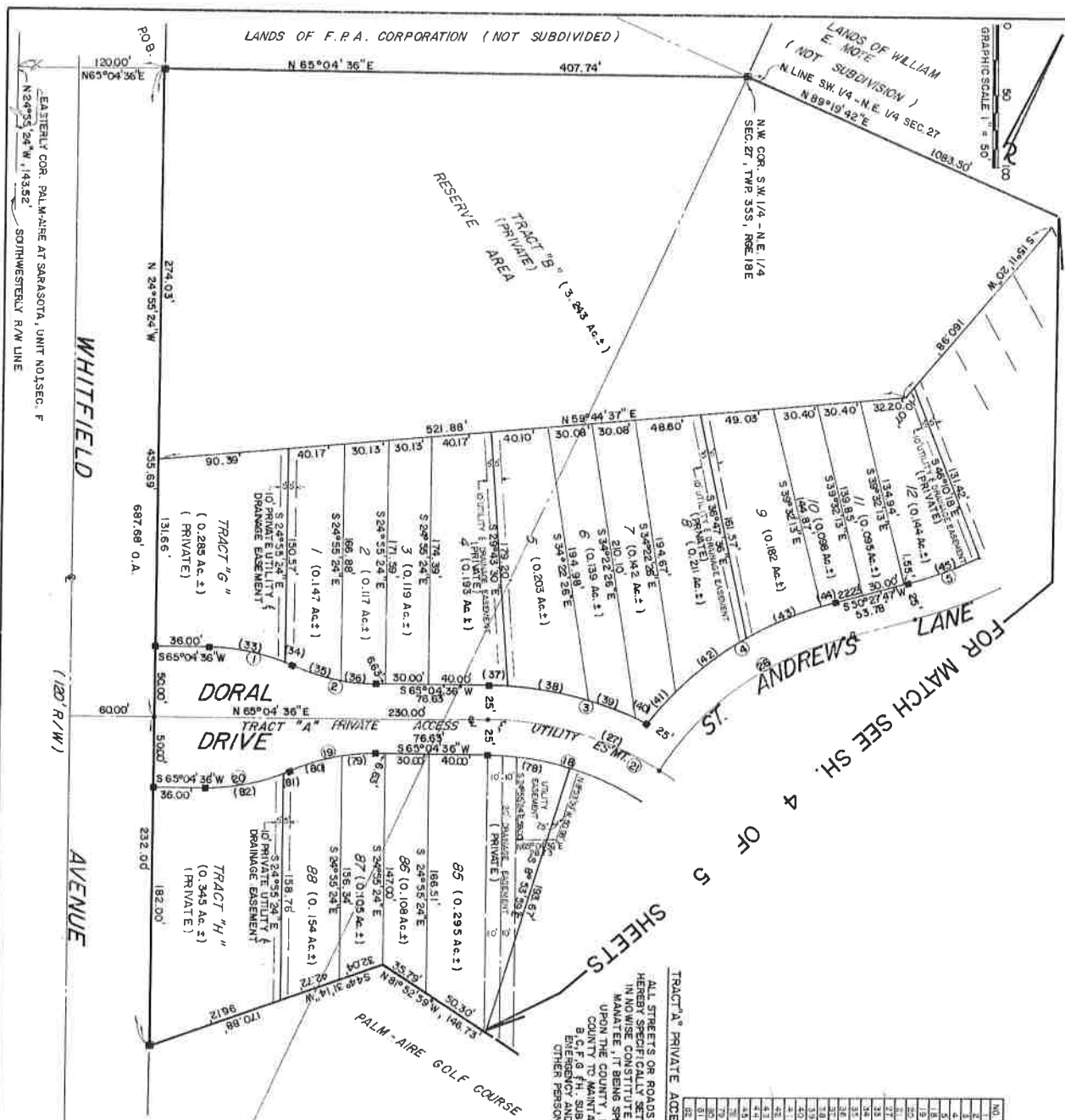
BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED LUDWIG C. HASANIAN, VICE PRESIDENT AND THEODORE FLITSHAUER, ASST. SECRETARY OF FBA, CORPORATION, A DELAWARE CORPORATION, 1000 N. GULF BLVD., TAMPA, FLORIDA 33601, AND I KNOWLEDGE BEFORE ME THAT THEY EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICER FOR AND IN BEHALF OF SAID MORTGAGE AND OWNERS. WITNESS MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA THIS 19th DAY OF July, A. D., 1983.

MY COMMISSION EXPIRES: December 16, 1986

*Benjamin W. Little*  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

# FAIRWAY SIX, UNIT 1

## SECTION 27, TOWNSHIP 35 S, RANGE 18 E MANATEE COUNTY, FLORIDA



**CURVE DATA**

| NO. | DEG.  | CHORD  | ARC   | CH. BEARING | TANGENT |
|-----|-------|--------|-------|-------------|---------|
| 1   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 2   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 3   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 4   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 5   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 6   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 7   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 8   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 9   | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 10  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 11  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 12  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 13  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 14  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 15  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 16  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 17  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 18  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 19  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 20  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 21  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 22  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 23  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 24  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 25  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 26  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 27  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 28  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 29  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 30  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 31  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 32  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 33  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 34  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 35  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 36  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 37  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 38  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 39  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 40  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 41  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 42  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 43  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 44  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 45  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 46  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 47  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 48  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 49  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 50  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 51  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 52  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 53  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 54  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 55  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 56  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 57  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 58  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 59  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 60  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 61  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 62  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 63  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 64  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 65  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 66  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 67  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 68  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 69  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 70  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 71  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 72  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 73  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 74  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 75  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 76  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 77  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 78  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 79  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 80  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 81  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 82  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 83  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 84  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 85  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 86  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 87  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 88  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 89  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 90  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 91  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 92  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 93  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 94  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 95  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 96  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 97  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 98  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 99  | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |
| 100 | 54.25 | 124.00 | 40.44 | 60.00°      | 39.51   |

**TRACT A PRIVATE ACCESS & UTILITY EASEMENT**

ALL STREETS OR ROADS DESIGNATED HEREON AS PRIVATE STREETS OR ROADS ARE HEREBY SPECIFICALLY SET ASIDE FOR USE OF ADJUTING PROPERTIES AND ARE NOT TO BE CONSIDERED A DEDICATION TO THE GENERAL PUBLIC OR THE COUNTY OF MANATEE, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE COUNTY, NOR SHALL ANY REQUEST BE EVER ENTERTAINED BY THE COUNTY TO MAINTAIN OR IMPROVE SAID PRIVATE STREETS, ROADS OR TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, OR ANY PART THEREOF, SUBJECT TO ACCESS AND USE BY UTILITIES SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, POWER AND TELEPHONE COMPANIES, AND OTHER UTILITIES.

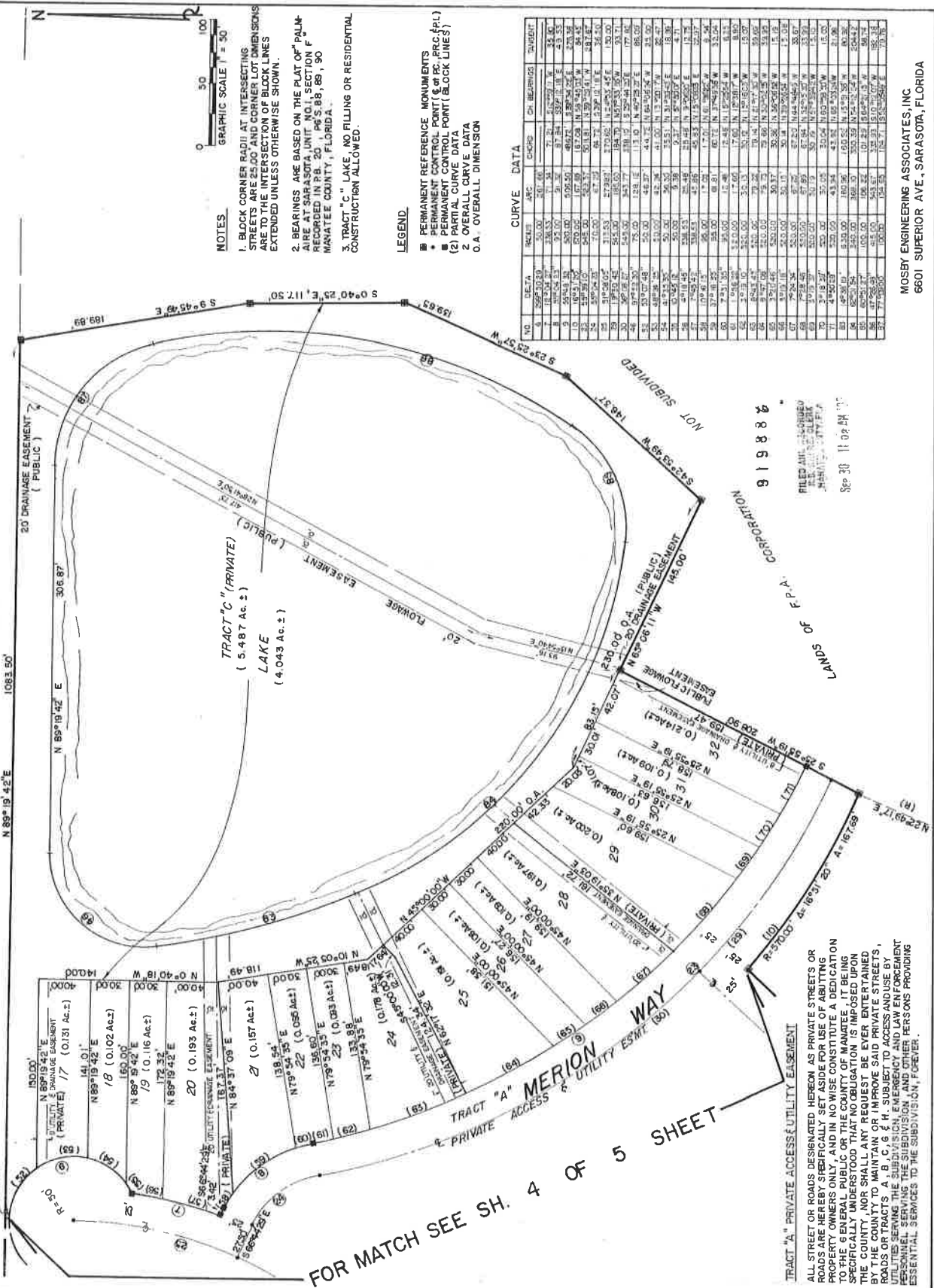
- NOTES**
1. TRACTS "A" THROUGH "H" ARE LOCATED IN FAIRWAY SIX, UNIT 2 (PROPOSED).
  2. BLOCK CORNER RADIUS AT INTERSECTING STREETS ARE 25.00' AND DIMENSIONS ARE TO THE INTERSECTION OF BLOCK LINES, EXTENDED UNLESS OTHERWISE SHOWN.
  3. BEARINGS ARE BASED ON THE PLAT OF "PALM-AIRE AT SARASOTA, UNIT 1, SECTION F," RECORDED IN PUBLIC BOOK 20, PAGES 88, 89, 90, MANATEE COUNTY, FLORIDA.
  4. RESERVE AREA TRACT "B" IS NOT CONTAINED IN ITS EXISTING NATURAL STATE WITH NO FILLING, LANDSCAPING OR CONSTRUCTION ALLOWED.
- LEGEND**
- PERMANENT REFERENCE MONUMENTS
  - PERMANENT CONTROL POINT (4 at PC, P.T. & P.I.)
  - PERMANENT CONTROL POINT (BLOCK LINES)
  - PARTIAL CURVE DATA
  - OVERALL CURVE DATA
  - OVERALL DIMENSIONS

MOSBY ENGINEERING ASSOCIATES, INC.  
6601 SUPERIOR AVE., SARASOTA, FLORIDA



# FAIRWAY SIX, UNIT I SECTION 27, TOWNSHIP 35 S, RANGE 18 E MANATEE COUNTY, FLORIDA

LANDS OF WILLIAM E. MOSE  
NOT SUBDIVIDED  
1083.50'



**NOTES:**

- BLOCK CORNER RADI AT INTERSECTIONS OF STREETS ARE 25.00' AND CORNER LOT DIMENSIONS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED UNLESS OTHERWISE SHOWN.
- BEARINGS ARE BASED ON THE PLAT OF PALM AIRE AT SARASOTA, UNIT NO. 1, SECTION F, RECORDED IN RB. 20, PG. 588, 88, 90 MANATEE COUNTY, FLORIDA.
- TRACT "C" LAKE, NO FILLING OR RESIDENTIAL CONSTRUCTION ALLOWED.

**LEGEND:**

- PERMANENT REFERENCE MONUMENTS
- PERMANENT CONTROL POINT (C.P.)
- PERMANENT CONTROL POINT (BLOCK LINES)
- (2) PARTIAL CURVE DATA
- 2 OVERALL CURVE DATA
- O.A. - OVERALL DIMENSION

| NO. | DELTA  | APPC  | CHORDS | CH. BEARINGS    | TANGENT |
|-----|--------|-------|--------|-----------------|---------|
| 1   | 200.00 | 71.54 | 71.54  | N 71°42'18.00\" | 34.00   |
| 2   | 180.00 | 63.00 | 63.00  | N 63°00'00.00\" | 30.00   |
| 3   | 150.00 | 51.34 | 51.34  | N 51°34'00.00\" | 25.00   |
| 4   | 120.00 | 39.69 | 39.69  | N 39°69'00.00\" | 20.00   |
| 5   | 90.00  | 28.04 | 28.04  | N 28°04'00.00\" | 15.00   |
| 6   | 60.00  | 16.39 | 16.39  | N 16°39'00.00\" | 10.00   |
| 7   | 30.00  | 4.74  | 4.74   | N 4°74'00.00\"  | 5.00    |
| 8   | 15.00  | 2.37  | 2.37   | N 2°37'00.00\"  | 2.50    |
| 9   | 7.50   | 1.18  | 1.18   | N 1°18'00.00\"  | 1.25    |
| 10  | 3.75   | 0.59  | 0.59   | N 0°59'00.00\"  | 0.62    |
| 11  | 1.87   | 0.29  | 0.29   | N 0°29'00.00\"  | 0.31    |
| 12  | 0.94   | 0.15  | 0.15   | N 0°15'00.00\"  | 0.15    |
| 13  | 0.47   | 0.07  | 0.07   | N 0°07'00.00\"  | 0.07    |
| 14  | 0.24   | 0.03  | 0.03   | N 0°03'00.00\"  | 0.03    |
| 15  | 0.12   | 0.01  | 0.01   | N 0°01'00.00\"  | 0.01    |
| 16  | 0.06   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 17  | 0.03   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 18  | 0.01   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 19  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 20  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 21  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 22  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 23  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 24  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 25  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 26  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 27  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 28  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 29  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 30  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 31  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 32  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 33  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 34  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 35  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 36  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 37  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 38  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 39  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 40  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 41  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 42  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 43  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 44  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 45  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 46  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 47  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 48  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 49  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 50  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 51  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 52  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 53  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 54  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 55  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 56  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 57  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 58  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 59  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 60  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 61  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 62  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
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| 67  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
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| 85  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
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| 96  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 97  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 98  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
| 99  | 0.00   | 0.00  | 0.00   | N 0°00'00.00\"  | 0.00    |
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LANDS OF F. A. MOSE CORPORATION

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FILED AT SARASOTA, FLORIDA  
RECORDED IN PUBLIC RECORDS  
BOOK 1083 PAGE 39

SEP 30 11 08 AM '11

MOSE ENGINEERING ASSOCIATES, INC.  
6601 SUPERIOR AVE., SARASOTA, FLORIDA

FOR MATCH SEE SH. 4 OF 5 SHEET

TRACT "A" PRIVATE ACCESS/UTILITY EASEMENT  
ALL STREET OR ROADS DESIGNATED HEREON AS PRIVATE STREETS OR ROADS SHALL BE MAINTAINED AND CONSIDERED AS SUCH BY THE PROPERTY OWNERS ONLY AND NO MUNICIPALITY OF ABUTTING PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE TO THE GENERAL PUBLIC OR THE COUNTY OF MANATEE. IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE COUNTY, NOR SHALL ANY REQUEST BE EVER ENTERTAINED BY THE COUNTY TO MAINTAIN OR IMPROVE SAID PRIVATE STREETS, ROADS OR TRACTS A, B, C, D, E, F, H, SUBJECT TO ACCESS AND USE BY PERSONS OTHER THAN THE SUBDIVISION OWNERS. THE COUNTY SHALL PERSONAL SERVICE TO THE SUBDIVISION, FOREVER.

Prepared by and return to:  
Jeremy V. Anderson, Esquire  
Anderson & Givens, P.A.  
P.O. Box 12613  
Tallahassee, FL 32308  
(850) 692 8900

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC.  
a Florida corporation, Not-for-Profit**

*[Substantial Rewording of the Articles of Incorporation. See existing  
Articles of Incorporation for present text.]*

These are the Articles of Incorporation of FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation under Chapter 617, Florida Statutes:

**ARTICLE 1  
NAME**

The name of the corporation shall be FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association").

**ARTICLE 2  
PRINCIPAL OFFICE**

The principal office of the Association shall be located at 4672 Fruitville Road, Sarasota, FL 34232. The mailing address of the Association shall be 4672 Fruitville Road, Sarasota, FL 34232. The Association Board of Directors may change the location of the principal office of the Association and its mailing address from time to time as provided by law.

**ARTICLE 3  
DURATION**

The period of duration of the Association is perpetual.

**ARTICLE 4  
PURPOSE**

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. By way of explanation and not limitation, the purposes for which the Association is organized are:

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC.



(a) To be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Declaration, these Articles of Incorporation and the Bylaws of the Association as provided by law; and

(b) To provide an entity for the maintenance, management, and control of certain property located in Manatee County, Florida, which property is subject to the Declaration of Covenants, Conditions, and Restrictions for Fairway Six, Unit I, which is recorded in the Public Records of Manatee County, Florida, as same shall from time to time be amended and supplemented (the "Declaration").

(c) To provide for the ownership, operation, maintenance and preservation of any common areas and for the maintenance and improvement of any easements granted to the Association within the lands subject to the Declaration and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and

(d) To promote the health, safety and welfare of its members and the residents within the Association Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

## **ARTICLE 5 POWERS**

The powers of the Association shall include and be governed by the following provisions:

General Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors:

(a) All of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and

(b) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration, including, without limitation, the following:

(i) The power to fix, levy and collect adequate Assessments against Lots, as provided in and subject to the Declaration;

(ii) The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses as provided in the Declaration;

- (iii) The power to manage, control, operate, maintain, repair and improve the Common Areas, if any;
- (iv) The power to purchase supplies and materials and lease equipment required for the maintenance, repair, replacement, operation and management of the subdivision as provided in the Declaration;
- (v) The power to insure and keep insured Association Property and the Common Areas, if any;
- (vi) The power to employ the personnel required for the operation and management of the Association and the subdivision;
- (vii) The power to pay utility bills for utilities serving the Common Areas, if any;
- (viii) The power to pay all taxes, licenses, assessments or other governmental assessments which are liens against the Association Property or Common Areas, if any;
- (ix) The power to establish and maintain a reserve fund for capital improvements, repairs and replacements;
- (x) Subject to applicable laws, ordinances and governmental regulation the power to control and regulate the use of the Lots and Common Areas, if any;
- (xi) The power to acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (xii) The power to make reasonable Rules and Regulations and to amend the same from time to time;
- (xiii) The power to enforce by any legal means the provisions of these Articles, the Bylaws, the Declaration and the Rules and Regulations promulgated by the Association from time to time;
- (xiv) The power to borrow money, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the Bylaws;

- (xv) The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, and administration of the Association and the subdivision.
- (xvi) The power to appoint committees as the Board of Directors may deem appropriate; and
- (xvii) The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, suspend use or voting rights, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the Bylaws or the Rules and Regulations; and
- (xviii) Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Association; and
- (xix) The power to provide any and all supplemental municipal services as may be necessary or proper; and
- (xx) The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Emergency Powers. For purposes of this Article only, an emergency exists during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Subdivision. During an emergency as defined herein, the Association's Board of Directors may exercise the emergency powers provided to Florida corporations by Section 617.0207 and Section 617.303, Florida Statutes, and as may be provided in Chapter 720, Florida Statutes.

Limitations and Restrictions. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

**ARTICLE 6**  
**QUALIFICATIONS OF MEMBERSHIP**

General. The Association shall be a membership corporation without certificates or shares of stock. The record title owner ("Owner") of each Lot or Unit within the lands subject to the Declaration ("Lot") shall be a Member of the Association and shall be entitled to vote as provided in the Declaration and the Bylaws. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Articles of Incorporation, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot. Change of an Owner's membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Manatee County, Florida, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall terminate.

Limitation on Transfer of Shares of Assets. A member cannot assign, hypothecate or transfer in any manner his or her share in the funds and assets of the Association, except as an appurtenance to the member's Lot.

**ARTICLE 7**  
**VOTING RIGHTS**

Subject to the restrictions and limitations hereinafter set forth, all Members shall be entitled to one (1) vote for each Lot that they own. When one or more persons hold such interest or interests in any Lot, all such persons shall be Members, but only one vote may be cast for the Lot in the manner provided in the Association's Bylaws. Except where otherwise required under the provisions of the Governing Documents or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

**ARTICLE 8**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board consisting of not less than three (3), as provided in the Bylaws. Elections shall be conducted in the manner provided in the Bylaws.

**ARTICLE 9**  
**INDEMNIFICATION OF**  
**OFFICERS AND DIRECTORS**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a

Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Directors or officer is adjudged-guilty of willful and wanton misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

## **ARTICLE 10 OFFICERS**

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Bylaws of the Association shall specify the election, term, qualifications and duties of Association officers.

## **ARTICLE 11 REGISTERED AGENT**

The street address of the registered office of this corporation is 4672 Fruitville Road Sarasota, FL 34232 and the name of the Registered Agent of this corporation at that address is C&S Community Management Services, Inc. The Association Board of Directors may change the Association's registered office and registered agent from time to time as permitted by law.

## **ARTICLE 12 BYLAWS**

The Association Bylaws may be amended in the manner provided by the Bylaws.

## **ARTICLE 13 AMENDMENTS**

These Articles may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting an amendment may be proposed by either the Board of Directors of the Association or by twenty percent (20%) of the Members of the Association petitioning for a Membership meeting. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments. Except as elsewhere provided, an amendment must be approved by at least a majority of the entire

Membership of the Association who are present, in person or by proxy, at a meeting for that purpose.

(c) **Limitation and Recording.** As elsewhere provided, however, no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members without approval in writing by all Members so affected. No amendment shall be made that is in conflict with the Declaration. Amendments to these Articles shall become effective upon recordation unless a later effective date is specified therein.

Prepared by and return to:  
Jeremy V. Anderson, Esquire  
Anderson & Givens, P.A.  
P.O. Box 12613  
Tallahassee, FL 32317  
(850) 692 8900

## **AMENDED AND RESTATED BYLAWS**

**OF**

### **FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC.**

*[Substantial Rewording of the Bylaws. See existing  
Bylaws for present text.]*

#### **ARTICLE 1 IDENTITY AND PURPOSE**

These are the Bylaws of FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC. ("the Association"), a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were initially filed in the office of the Secretary of the State of Florida on August 29, 1983. The Association has been organized for the purposes of administering the Declaration of Covenants, Conditions and Restrictions ("the Declaration") for FAIRWAY SIX, UNIT I, which is located in Manatee County, Florida.

**1.1 PRINCIPAL OFFICE.** The principal office of the Association shall be located at 4672 Fruitville Road, Sarasota, FL 34232. The Board of Directors of the Association may change the location or address of the principal office of the Association from time to time.

**1.2 CORPORATE SEAL.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1983). Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association.

#### **ARTICLE 2 DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration and the Homeowners' Association Act (Chapter 720, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration or by the Homeowners' Association Act, the

Association's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

### **ARTICLE 3 MEMBERSHIP**

**3.1 Eligibility.** Any person or entity that holds title in fee simple to a lot in the Subdivision shall by virtue of such ownership, automatically be a member of the Association.

**3.2 Change of Membership.** Change of membership in the Association shall be established by recording a deed (or other instrument establishing a fee interest in any Lot in the Subdivisions) in the Public Records at which time the membership of the prior owner is terminated. The prior owner shall notify the Association of the proposed transfer of ownership. The new Owner shall furnish the Association with a certified copy of the deed (or other instrument) within thirty (30) days after transfer of ownership.

**3.3 Restraint upon Assignment of Membership, Shares and Assets.** The membership of an Owner, and the share of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

### **ARTICLE 4 VOTING**

**4.1 Voting Rights.** The Member or Members who are the record owners of each Lot in the subdivision shall be collectively entitled to one (1) vote for each such Lot. If a Member owns more than one Lot, the Member shall be entitled to one (1) vote for each Lot owned. A vote may not be divided.

**4.2 Voting Procedure.** All determination of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these Bylaws shall be made by reference to the number of Lots owned by Members entitled to vote. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these Bylaws.

**4.3 Designation of Voting Representative.** The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this Article 4.3 as follows:

(a) Single Owner. If the Lot is owned by one (1) natural person, that person shall be entitled to cast the vote for the Lot.



(b) Multiple Owners. If a Lot is owned by more than one (1) person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) Life Estate with Remainder Interest. If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) Corporation. If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the secretary or an assistant secretary of the corporation, and filed with the secretary of the Association.

(e) Trustee. If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.

(f) Estate and Guardianship. If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(g) Tenants by the Entirety. If a Lot is owned by spouses as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one (1) of the spouses is present at a meeting, that person may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

**4.4 Voting Certificate.** Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate [except as provided in Article 4.3(g) regarding spouses owning as tenants by the entirety], a Lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such Lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

**4.5 Approval or Disapproval of Matters.** Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

**4.6 Proxies.** Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary, prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

**4.7 Method of Voting.** Subject to the provisions of the Declaration or Chapter 720, Florida Statutes, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration or Chapter 720, Florida Statutes, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays;" provided, that any five voting Members, or the chairman, may require a roll call vote or vote by written ballot.

## **ARTICLE 5 MEMBERS' MEETINGS**

**5.1 Place.** Meetings of the Association Members shall be held at such place in Manatee or Sarasota County, Florida, as the Board of Directors may designate in the Notice of Meeting.

**5.2 Annual Meeting.** The annual meeting of the Members shall be held within thirteen (13) months of the last annual meeting on a date determined by the Board of Directors. The annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

**5.3 Special Meetings.** Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than ten (10%) percent of the total number of votes.

**5.4 Notice of Meetings.** Notice of all meetings of the Members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary. All such notices shall be given in writing to each Member at his address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and shall be mailed or delivered not fewer than fourteen (14) days nor more than sixty (60) days, prior to the date of the meeting. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place within the subdivision at fourteen (14) continuous days prior to the meeting. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice.

**5.5 Waiver of Notice.** Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**5.6 Quorum.** A quorum shall exist when Members entitled to cast not fewer than thirty percent (30%) of all votes are present, either in person, by designated voting representative or by proxy.

**5.7 Adjournment of Meetings.** If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the date called for the original meeting. At the reconvened meeting, if the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided herein.

**5.8 Order of Business.** The order of business at annual meetings of the Members, and as far as practical at other meetings of the members, shall be:

- (a) Calling of the roll and certifying of the proxies.
- (b) Proof of notice of the meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.

- (h) New business.
- (i) Announcements.
- (j) Adjournment.

## ARTICLE 6 ELECTION OF DIRECTORS

**6.1. Number.** The Board of Directors shall, not less than sixty (60) days prior to each annual membership meeting, determine the number of Directors to be elected for the following year, which shall not be fewer than (3) Directors.

**6.2 Director Qualifications.** Every Director shall be at least eighteen (18) years of age and shall be a Member, spouse of a Member or the designated voting representative for a Lot. A grantor of a trust described in Section 733.707(3), Florida Statutes, or a beneficiary [as defined in Section 737.303(4)(b), Florida Statutes] of a trust which holds title to a Lot shall be eligible to serve as a Director of the Association, provided that said trustee or beneficiary occupies the Unit.

**6.3 Election of Directors.** The election of Directors shall be held at the Annual Members Meeting, in the manner provided by law and as follows:

(a) Notice. Not less than thirty (30) days prior to a scheduled Annual Meeting of the Members, the Association shall provide to each Member entitled to vote, in the manner provided herein for notices, a notice of the Annual Meeting of the Members. The first notice shall at a minimum state the date, time and place of the meeting and election.

(b) Nominations. Nominations shall be allowed from the floor at the annual membership meeting. The Board of Directors may also appoint a nominating committee consisting of at least one (1) member for the purpose of recruiting capable candidates to submit their names for election and for recommending candidates for election by the Members.

(c) Election. The election shall take place at the Annual Meeting. Limited Proxies and/or ballots used to elect Directors shall include blanks for write-in candidates in an amount equal to the number of vacancies and shall include the name of any person nominated by the nominating committee prior to the mailing of the notice of the annual meeting and election. The Director candidates receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by lot, such as the flipping of a coin by a neutral third party or the drawing of straws.

**6.4 Vacancies.** Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

**6.5 Removal.** Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or by written recall in accordance with state law. Any vacancy in the Board so created shall be filled by the members of the Association at the same meeting unless otherwise provided by law. Any Director shall also be removed upon majority vote of the Board of Directors, if such Director fails to attend three (3) consecutive Board meetings and fails to provide the Board with a legitimate excuse for his absence when requested by the Board. The seat of a Director removed by the Board for his failure to attend Board meetings may be filled by the remaining Board members for the balance of that Director's term.

## **ARTICLE 7 BOARD OF DIRECTORS**

**7.1 Authority.** The Association shall be managed and governed by the Board Directors. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power to:

(a) To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

(b) To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation and Bylaws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

(c) To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

(d) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Association.

(e) To conduct, manage and control the affairs and business of the Association.

(f) To borrow money and to incur indebtedness for the purposes set forth in the Declaration subject to any limitations contained in the Articles of Incorporation, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges hypothecations or other evidences of debt and securities therefor.

(g) To contract for and pay fire, casualty, errors and omissions, blanket liability, the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Area and Easement Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) To impose fines and suspensions for a violation of the Declaration or Rules and Regulations, the Articles of Incorporation or these Bylaws.

(i) To enter into contracts for the operation, management, administration and maintenance of the Association and the Common Areas.

(j) To assess late fees and to charge interest up to the maximum permitted by law for the late payment of assessments.

(k) Exercise all powers, duties, and authority of the Association, including those provided by Chapters 617 and 720, Florida Statutes, the Declarations, the Articles of Incorporation and these Bylaws, except those expressly requiring a vote of the Members.

**7.2 Compensation.** The Association shall not compensate a Director or Officer for acting as such. The Association may reimburse any Director or Officer for expenses incurred on the Association's behalf if approved by a majority of the other Directors. In addition, nothing herein shall prohibit the Association from compensating a Director or Officer for services or supplies he or she furnishes to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a Director or Officer is affiliated.

**7.3 Directors Meetings.** Meetings of the Board of Directors shall be open to all members and shall be held in accordance with the following provisions:

(a) Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held immediately after the close of the Annual Meeting. The outgoing President shall preside at the organizational meeting until a successor is elected.

(b) Regular Meeting. Regular meetings of the Board of Directors shall be held not less frequently than annually and at such a time and place as shall be determined by the President or a majority of the members of the Board of Directors.

(c) Special Meeting. Special meetings of the Board of Directors may be called by the President (or, if he/she is absent or refused to act, by the Vice President) and shall be called by the Secretary at the written request by at least two (2) of the Directors.

(d) Notice of Board Meetings. Notice of all meetings of the Board shall be given to each Director, personally or by mail, telephone, fax or email, at least forty-eight (48) hours prior to the day and time named for such meeting, which notice shall state the date, time and place of the meeting. As to special Board meetings, the purpose of the meeting shall be included with the notice to Directors. A Director may waive notice of a meeting before or after a meeting. Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours in advance of the meeting. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings. The notice requirements hereof shall not apply to the organizational meeting of the Board nor in the event of an emergency, that is circumstances such that damage to persons or property or other material interests of the Association would occur by a delay of forty-eight (48) hours. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

(e) Special Notice of Certain Board Meetings. A nonemergency special assessment may not be levied at a Board meeting nor may any rule regarding the use of Lots in the Subdivision be adopted, amended, or revoked unless a written notice of the Board meeting is provided to all Members at least fourteen (14) days before the meeting, which notice includes a statement that a special assessment will be considered at the meeting and the nature of the special assessment or that a rule regarding Lot use will be considered at the meeting and the nature of that action.

(f) Quorum of Board. At all Board meetings, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of Directors, if at least a majority of the required quorum for that meeting approves any action taken.

(g) Actions without Proper Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present, and (ii) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

(h) Telephonic Participation. Members of the Board may participate in a Board meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute

presence at the meeting for all purposes. Participants attending by electronic means may vote by electronic transmission.

(i) Adjourned Meetings. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(j) Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence or disability of the President, the Vice-President shall exercise and perform the duties of the President. In the absence of both the President and Vice-President, the Directors present shall designate one of their number to preside.

(k) Vote. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election and removal of officers.

(l) Comments. Comments from the floor by Members who are not Directors may be invited and permitted by the President whenever the President deems it appropriate or by vote of the Board of Directors; either with respect to the subject matter being discussed or on other issues, and shall also be allowed when required by law.

(m) Meetings Open. Meetings of the Board of Directors shall be open to all Members.

(n) Minutes. Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

(o) Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

## **ARTICLE 8 OFFICERS**

**8.1 Executive Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Each executive officers of the Association shall be a Director of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary.



The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Any officer may be peremptorily removed by vote of the Directors at any meeting.

**8.2 President.** The President shall be the chief executive officer of the Association, shall have all the powers and duties usually vested in the office of president of a homeowners association, including but not limited to the power to appoint advisory committees as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall serve as chairperson at all Board and Membership meetings, except that the President may designate another person to serve as chairperson.

**8.3 Vice President.** The Vice President shall, in the absence of the President or during periods in which the President is unable to perform the duties of the office, perform the duties of President. If the President shall be removed or resign, die, become legally incompetent or be unable permanently to perform his/her duties as President, the Vice President shall succeed to the Presidency and a Vice President shall be elected by the Board of Directors. In addition, the Vice President shall generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

**8.4 Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members and shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the governing documents. In addition, the Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent.

**8.5 Treasurer.** The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with good accounting practices; shall ensure that all financial records are kept in compliance with Florida Statutes; and shall perform all other duties incident to the office of Treasurer.

**8.7 Resignation.** Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

## **ARTICLE 9 INDEMNIFICATION**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or

imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Directors or officer is adjudged-guilty of willful and wanton misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

## **ARTICLE 10 FINANCES**

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

**10.1 Fiscal Year.** The fiscal year of the Association shall be the calendar year or as designated by the Board of Directors.

**10.2 Accounting.** Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.
- (iv) Insurance.
- (v) Security provisions.
- (vi) Operating capital.
- (vii) Contingency funds for advancement of special and service assessments.
- (viii) Other expenses.

(b) Reserves for Deferred Maintenance. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement. Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional Accounts. The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

**10.3 Budget.** The Board of Directors shall adopt an annual budget. A copy of the proposed budget shall be mailed to the owners not less than thirty (30) days prior to the date of the meeting at which the proposed budget is to be considered. The annual budget shall be funded by an annual assessment paid in four (4) quarterly or twelve (12) monthly payments for the year for which the assessment is made. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors or a special assessment may be levied as provided in the Declaration.

**10.4 Depository.** The funds of the Association may be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board of Directors. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

**10.5 Financial Report.** A complete financial report of the actual, total receipts of assessments and other funds received by the Association, and an itemized listing of the expenditures made by the Association shall be made annually in the manner required by law, and a copy of the report shall be furnished to each member not later than sixty (60) days following the year for which the report is made.

**10.6 Board of Directors Insurance.** Fidelity bonds or proper liability insurance shall be required by the Board of Directors from all persons authorized to sign checks or otherwise disburse or withdraw Association funds. The bonds or liability insurance shall be determined by the Directors, shall protect the Association against theft or embezzlement of the maximum amount of funds held by the Association at any time and shall in no event be less than one-half of the total annual assessment. The premiums on such bonds shall be paid by the Association as a common expense.

## **ARTICLE 11 PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall guide the conduct of the Association and Directors' meeting when not in conflict with the Governing Documents or state law. A deviation from Robert's Rules of Order (latest edition) shall not invalidate an otherwise properly approved action.

## **ARTICLE 12 RECORDS**

**12.1 Inspection and Copying of Records.** Any member wishing to inspect or make copies of the Official Records of the Association must submit a written request to the Secretary not less than ten (10) business days preceding the date upon which the inspection is to be made. The request must state which record or records are to be inspected, and must be signed and dated by the person requesting the inspection. The member making the inspection will be charged for the costs of the inspection, including the costs of supervising the inspection, and any copying costs.

**12.2 Recording.** Any Lot Owner may tape record or videotape meetings of the Board or Membership. Tape recording and videotaping of a meeting shall be in compliance with such reasonable rules as may be adopted, in writing, by the Board. Video and audio recordings shall not be posted to any social media or internet website without prior written Board approval.

**12.3 Member Information.** Members are responsible for supplying to the Association all information necessary to maintain and keep current the records of the Association. The records of the Association shall include information required by Homeowners' Association Act and records necessary for effective operation of the Association. Members shall reply to requests for information from the Association within thirty (30) days of receipt.

## **ARTICLE 13 AMENDMENTS**

These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment must receive the affirmative vote of a majority of the entire membership.

(c) When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws and referencing the Declaration by its original recording information. The certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Manatee County, Florida.

**ARTICLE 14  
RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the operation and use of the property. Such rules and regulations may be rescinded at any annual or special meeting of the members upon the approval of not less than fifty percent (50%) of the votes of the entire membership.

**ARTICLE 15  
CONSTRUCTION AND CAPTIONS**

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

**ARTICLE 16  
DOCUMENT CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Covenants, Conditions and Restrictions; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

**ADDENDUM #1**  
**Fairway Six Club -Owner Painting Schedule**

| Lot #     | 2024 | 2025-2030 | 2031 |
|-----------|------|-----------|------|
| 1         | X    |           | X    |
| 2         | X    |           | X    |
| 3         | X    |           | X    |
| 4         | X    |           | X    |
| 9         | X    |           | X    |
| 10        | X    |           | X    |
| 11        | X    |           | X    |
| 12        | X    |           | X    |
| 13        | X    |           | X    |
| 14        | X    |           | X    |
| 15        | X    |           | X    |
| 16        | X    |           | X    |
| 18        | X    |           | X    |
| 19        | X    |           | X    |
| 20        | X    |           | X    |
| 21        | X    |           | X    |
| 22        | X    |           | X    |
| 23        | X    |           | X    |
| 24        | X    |           | X    |
| 25        | X    |           | X    |
| 26        | X    |           | X    |
| 27        | X    |           | X    |
| 28        | X    |           | X    |
| 29        | X    |           | X    |
| 30        | X    |           | X    |
| 31        | X    |           | X    |
| 32        | X    |           | X    |
| Clubhouse | X    |           | X    |
| 5         | X    |           | X    |
| 6         | X    |           | X    |
| 7         | X    |           | X    |
| 8         | X    |           | X    |
| 17        | X    |           | X    |
| 75        | X    |           | X    |
| 76        | X    |           | X    |
| 77        | X    |           | X    |
| 78        | X    |           | X    |
| 79        | X    |           | X    |
| 80        | X    |           | X    |
| 81        | X    |           | X    |
| 82        | X    |           | X    |
| 83        | X    |           | X    |
| 84        | X    |           | X    |
| 85        | X    |           | X    |
| 86        | X    |           | X    |
| 87        | X    |           | X    |
| 88        | X    |           | X    |

## ADDENDUM #2

### FAIRWAY SIX CLUB, A HOMEOWNERS ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ADDENDUM #2 MAINTENANCE & PAINTING SPECIFICATIONS

#### A. Maintenance and repairs to exterior wood surfaces

1. All wood surfaces are to be maintained in original structural and visual condition, with repairs as needed to worn or damaged areas, including re-nailing of loose boards, filling of cracks and knot holes. Prior to painting, joints and cracks are to be filled with Dap silicon acrylic caulk (or equivalent) and knot holes are to be filled with wood patching.
2. Wood surfaces are to be cleaned periodically as needed, but always before painting, with water and a mild detergent using bristle brush, or with pressure hose not to exceed 200PSI.
3. Stucco surfaces to be pressure cleaned as needed, but always before painting, with pressure hose not to exceed 1400PSI. Cracks are to be repaired with electrometric patch compound.
4. All other surfaces, including but not limited to: glass, doors, awnings, fences, screens, gutters, cages, iron work, walk ways, drive ways, edgings, accessories, shall be maintained to an acceptable visual level as authorized by Article 10.3, and as determined by the Board of Directors in its sole direction.

#### B. Painting

1. Cedar wood and plywood surfaces to be painted with: **100% Acrylic Latex Solid Color Stain, flat satin finish**

-Sherwin-Williams or Behr's (formula has to match existing painted surfaces to the following formula: **WH 10, YE 2 X 19, CR 1X 14, BK 1 X26, BB 2 & RD 2**

-Base: **A88T00054 B-1 2 10/32 oz, M-3 1oz. W-1 2 40/32oz. Y-3 2 22/32 oz. and R-2 2 8/32oz.**

-Color to match sample specified below

-Stain application to be brushed and back rolled

2. Stucco surfaces and house and letter box numbers to be painted with: Sherwin Williams Base A89W01151, N-1 8/32 oz.R-3 1/32 & 1/128 oz. Y-3 2/32 & 1/128oz.

-100% Acrylic Latex Masonry, solid color, satin finish.

- Color to match sample specified below.
- Paint application by spray or roller.
- House numbers to match stucco color.

3. Doors, other than entry doors, to be painted with an oil base enamel, satin finish, color to match wood siding.

4. Natural finish entry doors to be varnished, colored and finished to Owner's preference shall be approved by the Board of Directors.

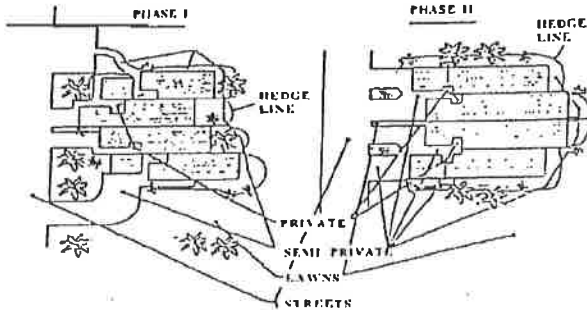
5. Note: Painting of areas inside of screen or glass enclosures, non-original fences, pool enclosures, etc. are to match sample selected by Owner, but with approval by Fairway Six Board of Directors (obtained in writing) to assure overall harmony.

-Sherwin-Williams-- Color chips have been established and are on file at 501 Beneva RD. Sarasota, FL 34232. Phone: (941) 365-4610 (Alternative suppliers should supply equivalent quality.)



**DECLARATION OF COVENANTS - ADDENDUM # 3**  
**THE LANDSCAPE PLAN**

1. Definitions. Landscape area designations and responsibilities for selection, planting, maintenance, and related expenses shall be as follows:



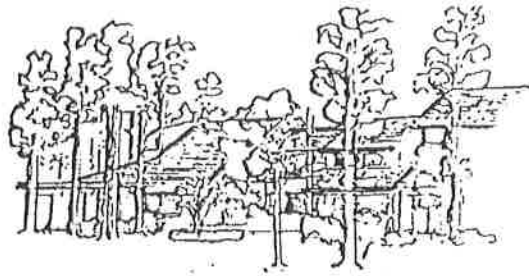
The Club shall provide basic landscape maintenance of all common ground owned by the Club, including the entry, flag pole, clubhouse, lake, lake surround, tennis courts, preserves, lawns, trees, shrubs, planting beds, parking areas, sidewalks, roads and drainage systems.

On the Lots adjacent to and owned by Homes, hedges or artificial edging will demarcate the dividing line between the lawn areas where the Club will provide specific landscape services, and the Semi Private and Private areas where the Homeowner will determine the nature of plantings and the type of landscape maintenance those plantings will receive. In the Semi Private and Private areas, the Homeowner may select and install plantings of choice from the list of plant standards, or as approved by the Landscape Committee. In these Private and Semi Private areas the Club will provide only a minimum level of maintenance consisting of trimming, edging and weeding approximately once each month. The Homeowner will be responsible for detail care of plants and flowers beyond that minimum. Homeowners may elect to have the Club arrange for full maintenance of the Private and Semi Private areas around their Homes, and the costs for such services will be budgeted and billed directly to the Homeowner account.

In the areas outside of the Semi private areas, generally the lawn areas as demarcated by the hedges or dividers, the Club will provide limited maintenance as specified by a contract with a landscape maintenance service company. That service will typically provide for lawn mowing and trimming on a weekly basis during heavy growing season, and less frequently during dormant seasons. That service will also include trimming of hedges, shrubs, and low trees under 20 feet, and that work will be done approximately every other week. Fertilization and insect control will also be provided as needed to promote the best possible health and appearance for existing lawns. Homeowners who desire to improve or replant, or re-seed the grass on their own property may do so.

Irrigation systems will be maintained and controlled by the Club.

Maintenance of driveways shall be the responsibility of each Homeowner, except that the landscape service will blow clean the driveways after each mowing.



**2. Landscape standards.** The distinguishing visual characteristics of Fairway Six are the original tall slash pines and low palmettos, complimented by the earth tone cedar buildings that feature sharply angled roofs of rough shake shingles. This "natural" setting is enhanced by views of lakes, the nature preseve, and the golf course

The overriding objective of the landscape plan is to protect, maintain and build upon this natural environment, while still allowing each Homeowner the opportunity to create views, private areas and gardens that include plantings of special interest and enjoyment to that Home. This will be accomplished through agreement on standard plantings for common areas, and through an array of screening hedges that will demarcate private and semi private areas. The private areas may be planted at the Homeowners discretion, and the Homeowner will also assume primary maintenance responsibility for those areas.

The second objective of the landscape plan is to create a landscape that is efficient to maintain. That means ease of access and gentle contours for lawn mowing, trimming and edging. Plantings should also be drought and insect resistant, with plantings kept away from house walls to allow for maintenance and pest control.

From the aesthetic viewpoint any additions to the original landscape should be in harmony with the above criteria, that is, the use of "native and natural" plantings and materials as illustrated on the standard plantings exhibit. The desired result of of any new plantings should be natural and simple. Plantings should avoid any viewing conflicts with neighbors or any blockage of views of the lake, preserve or the golf course.

The procedure for a Homeowners to change or upgrade the landscaping of their Home is to develop a plan in consultation with the Landscape Committee, and to submit that plan to the Board of Directors for approval.

**3. Planting standards :**

NOTE: ALL PLANTINGS IN COMMON AREAS TO BE APPROVED BY A LANDSCAPE COMMITTEE OR BY DESIGNATED PROFESSIONAL CONSULTANT

**TROPICAL TREES**  
SLASH PINE, ROYAL DATE, WASHINGTONIA PALM, QUEEN PALM, HAWTHORNE

**DECORATIVE TREES**  
HIBISCUS, RHODINIA, RED TIP, PLUMBAGO, PODACARPUS, DWARF OLIANDER, TIBURUM, DWARF INDIAN HAWTHORNE

**LOW SHRUBS**  
BLUE DAZE, LIGUSTRUM, YAUPON HOLLY, ILEX SCHELLING HOLLY, PARSONS JUMPER, LIPIPOI BEECHER GRASS

**SEASONAL FLOWERS** -- DAY LILLIES, AFRICAN IRIS, SOCIETY GARLIC

**WALKWAYS** ---- POLY PEBBLE IN CONCRETE, FINE MUCKETS

**DRIVEWAYS** ---- BLACK TOP OF CONCRETE (BY BUILDING)

**EDGING** ---- BLACK "EDGE-RING" 1" ABOVE GROUND

**MULCH** ---- GRADE "B" CYPRUS

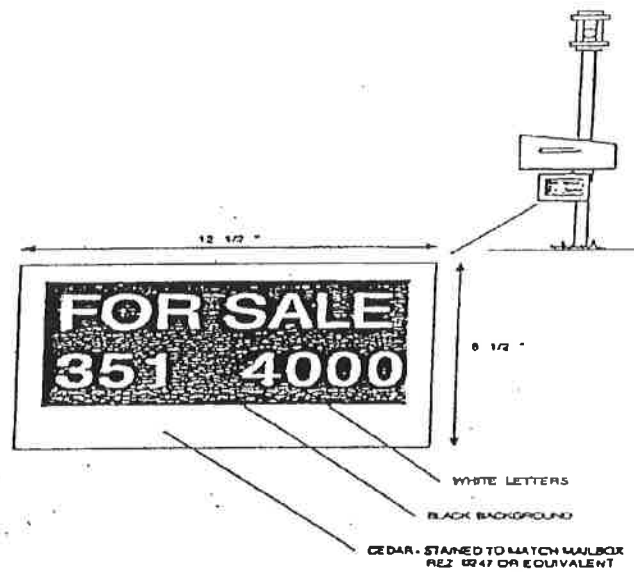
CEDRAR DETAILING

**Addendum #4**

APPROVED STANDARD "FOR SALE" SIGN,  
MAY BE MOUNTED ON LIGHT POST STAND.

FAIRWAY SIX CLUB – A HOMEOWNERS ASSOCIATION

APPROVED STANDARD "FOR SALE" SIGN, MAY BE MOUNTED ON LIGHT POST MAIL BOX  
STAND ON SUPPORT ARM BELOW BOX.



NOTE - WHITE REFLECTIVE LETTERS 1 1/2" HIGH ARE COMMONLY AVAILABLE IN HARDWARE  
AND HOME SUPPLY STORES.

FAIRWAY SIX DECLARATION – ADDENDUM #4