

Prepared by and returned to:

Becker & Poliakoff, P.A.  
Kevin L. Edwards, Esquire  
1819 Main Street, Suite 905  
Sarasota, FL 34236

## **CERTIFICATE OF AMENDMENT**

### **AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

#### **FAIRWAY TRACE AT PERIDIA II, A CONDOMINIUM**

WE HEREBY CERTIFY that the following amendment to the Amended and Restated Declaration of Condominium of Fairway Trace at Peridia II, A Condominium was duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 19th day of November, 2019. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at Official Records Book 1324, Page 1829 *et seq.*, of the Public Records of Manatee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

#### **Amendment: Article 10, Sections A and N of the Declaration to read as follows:**

A. No unit shall be occupied by more than one family ("single family"). For purposes of this Declaration; "single family" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal custodian, or legal designee of a parent of a minor child temporarily residing within the Unit. The intention of this restriction is to prohibit occupancy of Units by more than two (2) unrelated persons. Nothing herein shall be applied or construed to permit discrimination under Federal or Florida Fair Housing Laws. No person or other entity (either individually or jointly) may own more than two (2) units.

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LAW OFFICES  
BECKER & POLIAKOFF, P.A.  
1819 MAIN STREET • SUITE 905 • SARASOTA, FL 34236  
TELEPHONE (941) 366-8826

N. No portion of a unit other than the entire unit may be leased, and no unit may be leased for a period of less than three (3) months. The lease of Units shall be governed by Article 11 of this Declaration. Owners taking title to a unit on or after the effective date of this amendment must occupy their unit(s) during the first two (2) years of ownership and may not lease their unit(s) during the first two (2) years of ownership.

FAIRWAY TRACE AT PERIDIA II  
CONDOMINIUM ASSOCIATION, INC.

By: Michael H. Gutzler  
MICHAEL H. GUTZLER, President

Attest: Keith Gainer  
KEITH GAINER, Secretary

Edwin A. Assenheimer  
Witness Signature

EDWIN A. ASSENHEIMER  
Printed Name

Edward Helmer  
Witness Signature

Edward Helmer  
Printed Name

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December 2019, by Michael Gutzler, as President and Keith Gainer, as Secretary of Fairway Trace at Peridia II Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced (type of identification) \_\_\_\_\_ as identification.

Notary Public Alexander Hall

Printed Name Alexander Hall

My Commission Expires 2/6/23



ALEXANDER HALL  
Commission # GG 274646  
Expires February 6, 2023  
Bonded Thru Budget Notary Services

Prepared by and Return to:  
Jeremy V. Anderson, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
FAIRWAY TRACE AT PERIDIA II, A CONDOMINIUM**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND  
AMENDED AND RESTATED BYLAWS OF**

**FAIRWAY TRACE AT PERIDIA II CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Condominium, (which Declaration is originally recorded at Official Records Book 1324, Pages 1829 et seq. of the Public Records of Manatee County, Florida), the Amended and Restated Articles of Incorporation; and the Amended and Restated Bylaws were approved and adopted at a Special Meeting of the Association membership originally held on November 15, 2011, and reconvened on December 20, 2011; as to the Amended and Restated Declaration by not less than the affirmative vote of at least seventy percent (70%) of the owners who cast their vote in accordance with Article 29.01 of the Declaration of Condominium; as to the Amended and Restated Articles of Incorporation by not less than seventy percent (70%) of the membership who cast their vote in accordance with Article X of the Articles of Incorporation; and as to the Bylaws by not less than a majority vote of the membership in accordance with Article XXII of the Bylaws.

DATED this 34 day of January, 2012.

Signed, sealed and delivered  
In the presence of:

sign: Robert A. Maxfield  
print: ROBERTA MAXFIELD

sign: Joanne C. Moran  
print: Joanne C. Moran

FAIRWAY TRACE AT PERIDIA II  
CONDOMINIUM ASSOCIATION, INC.

By: Marjorie Leafstrand  
Marjorie Leafstrand, Vice President

Signed, sealed and delivered  
in the presence of:

sign: Roberta Maxfield

print: ROBERTA MAXFIELD

sign: Joanne C. Moran

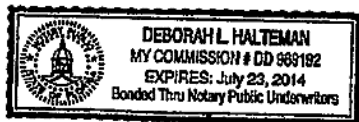
print: Joanne C. Moran

By: Tom Bissonette  
Tom Bissonette, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24 day of January, 2012, by Marjorie Leafstrand, Vice President of Fairway Trace at Peridia II Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced as identification.



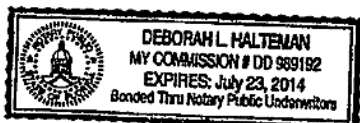
NOTARY PUBLIC

sign: Deborah L. Halteman

print: DEBORAH L. HALTEMAN  
State of Florida at Large (Seal)  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24 day of January, 2012, by Tom Bissonette as Secretary of Fairway Trace at Peridia II Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification.



NOTARY PUBLIC

sign: Deborah L. Halteman

print: DEBORAH L. HALTEMAN  
State of \_\_\_\_\_ at Large (Seal)  
My Commission expires:



Prepared by and return to:  
Jeremy V. Anderson, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**AMENDED AND RESTATED**

**DECLARATION OF CONDOMINIUM  
FOR  
FAIRWAY TRACE AT PERIDIA II, A CONDOMINIUM**

*[Substantial rewording of Declaration of Condominium. See existing  
Declaration and amendments for present text.]*

**ARTICLE 1.  
DEDICATION**

**1.1 PROPERTY BOUND.** The property, which is described in Exhibit "A" attached hereto and incorporated herein, improvements and fixtures located thereon were originally submitted to Condominium ownership by the developer pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act"). The name of the Condominium is **FAIRWAY TRACE AT PERIDIA II, A CONDOMINIUM**.

**1.2 COVENANTS RUNNING WITH THE LAND.** All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements.

**ARTICLE 2.  
DEFINITIONS**

For all purposes, the terms used in the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes) and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural. Where terms are not defined in the Condominium Act or the Condominium documents, they shall be

defined by the Association's Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition.

**2.1 "ARTICLES" OR "ARTICLES OF INCORPORATION"** means the Articles of Incorporation of FAIRWAY TRACE AT PERIDIA II CONDOMINIUM ASSOCIATION, INC. as amended from time to time, which Articles are attached hereto as **Exhibit "B"**.

**2.2 "ASSESSMENT"** means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owners by the Association.

**2.3 "ASSOCIATION"** means FAIRWAY TRACE AT PERIDIA II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit.

**2.4 "ASSOCIATION PROPERTY"** means that property, real or personal, which is owned or leased by, or is dedicated by a recorded plat or other instrument to the Association for the use and benefit of its Members.

**2.5 "BOARD OF DIRECTORS" or "BOARD"** means the Board of Directors of the Association.

**2.6 "BYLAWS"** means the Bylaws of the Association for the government of the Condominium as they exist from time to time, which are attached hereto as **Exhibit "C"**.

**2.7 "COMMITTEE"** means a group of Directors, Unit Owners, or Directors and Unit Owners appointed by the Board or a Director to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

**2.8 "COMMON ELEMENTS"** means the portions of the Condominium Property not included in the Units.

**2.9 "COMMON EXPENSES"** means all expenses properly incurred by the Association in the performance of its duties, including but not limited to the following:

A. Expenses of administration, operation, management, maintenance, repair and replacement of the Condominium Property, the Common Elements, certain Limited Common Elements as provided herein of FAIRWAY TRACE AT PERIDIA II and of the portions of Units, if any, to be maintained by the Association;

B. The expenses declared Common Expenses by the provisions of Section 718.115, Florida Statutes, this Declaration, the Articles of Incorporation, or the Bylaws;

C. Any valid charge against the Condominium Property as a whole, including Assessments levied against the Association;

D. Charges for utility services, except such services which are metered

separately to a Unit;

E. Premiums on insurance policies required of the Association by the Condominium Act, the provisions of this Declaration, the Articles of Incorporation, Bylaws or which the Association's Board of Directors elect to purchase; and

F. Initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members, provided that any such items as shall exceed \$10,000 in cost shall be approved by majority vote of the Unit Owners.

G. The costs of cable or central antenna television services for the Condominium buildings, unless the Board determines that such bulk services are not in the best interest of the Association.

H. All other costs and expenses that may be duly incurred by the Association through its Board from time to time in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of incorporation or the Bylaws.

**2.10 "COMMON SURPLUS"** means the amount of all receipts or revenues of the Association, including, but not limited to, assessments, rents, profits and revenue; collected by the Association which exceeds the Common Expenses. The percentage of owning Common Surplus shall be the same as the undivided share owned by each Unit Owner in the Common Elements as provided in Exhibit "D".

**2.11 "CONDOMINIUM"** is that form of ownership of real property created pursuant to the Condominium Act, which is comprised entirely of units that are owned by one or more person, and in which there is, appurtenant to each Unit, an undivided share in the common elements appurtenant to the Unit. The "Condominium" also means FAIRWAY TRACE AT PERIDIA II, A CONDOMINIUM.

**2.12 "CONDOMINIUM PARCEL"** means a Unit, together with the undivided share of the Common Elements appurtenant to the Unit.

**2.13 "CONDOMINIUM PROPERTY"** means the lands, leaseholds and personal property that are subject to Condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

**2.14 "DECLARATION" or "DECLARATION OF CONDOMINIUM"** means the instrument by which the Condominium is created, as amended from time to time. The Declaration was originally recorded at Official Records Book 1324, Page 1829 et seq. of the Public Records of Manatee County, Florida.

**2.15 "HOMEOWNERS ASSOCIATION"** means Fairway Trace at Peridia Homeowners Association, Inc.

**2.16 "LIMITED COMMON ELEMENTS"** means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as more specifically described herein.

**2.17 "MASTER ASSOCIATION"** means Peridia Property Owners Association, Inc.

**2.18 "MEMBER"** means the record owner of a Unit in the Condominium.

**2.19 "UNIT"** means a part of the Condominium Property which is subject to exclusive ownership as more fully set forth and defined herein. The boundaries of the Units are defined in Article 3.4 hereof and on the Plat.

**2.20 "UNIT OWNER"** or Owner of a Unit means the record owner of legal title to a Condominium Parcel.

**2.21 "UTILITY SERVICES"** as used in the Condominium Act, and construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, water and sewer, garbage and cable television.

**2.22 "VOTING INTERESTS"** means the voting rights distributed to the Association Members.

### **ARTICLE 3. DEVELOPMENT PLAN**

**3.1 SURVEY.** A survey of the land, showing the improvements located thereon, and a graphic description of the improvements and a plot plan thereof, locating the improvements thereon, the Common Elements and the approximate dimensions, are attached hereto, incorporated herein and marked **Exhibit "A"** (herein, collectively referred to as "the Plat"). The Condominium Units shall be known and numbered as described in the Plat.

**3.2 EASEMENTS.** Easements are reserved through the Condominium Property as provided in Article 18 of this Declaration. The Association's Board of Directors shall be authorized to grant easements as provided in Section 718.111(10), Florida Statutes.

**3.3 UNIT BOUNDARIES.** Each Unit, which term as used in this subparagraph concerning boundaries, shall include that part of each Unit lying within the vertical and horizontal boundaries as established by the Plat, which by way of illustration and clarification, shall be as follows:

**A. Upper and Lower Boundaries.**

- (1) **Upper Boundaries.** The horizontal plane of the lower surface of the

Amended and Restated Declaration of Condominium  
FAIRWAY TRACE AT PERIDIA II, A CONDOMINIUM

unfinished ceiling.

(2) Lower Boundaries. The horizontal plane of the top surface of the undecorated unfinished floor.

B. **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical plane of the innermost unfinished surface of all walls bounding the Unit extended to Intersections with each other and with the upper and lower boundaries.

The actual boundaries of the Units are shown on the plat; however, the actual locations, as constructed, and as the same may exist from time to time, shall govern. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments shall control.

**3.4 COMMON ELEMENTS.** There shall be appurtenant to each of the Units, equal ownership of the Common Elements of the Condominium. The Common Elements include the land and all other parts of the Condominium Property not within a Unit, unless otherwise provided herein. The Common Elements shall include, but are not limited to:

A. All Condominium Property which is not included within the Units, including:

(1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous;

(2) All improvements and parts thereof which are not included within the Units;

(3) Elevators and elevator shafts, if applicable, and stairwells;

(4) Manager's office, if any;

(5) All parking spaces and storage areas;

(6) Lighting fixtures utilized to illuminate the Common Elements;

(7) All balconies, if any, and

(8) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;

B. Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to Units and the Common Elements;

C. An easement of support in every portion of a Unit which contributes to the support of a building;

D. The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements;

E. A nonexclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units, as necessary to provide reasonable access to the public ways; provided however, certain portions of said Common Elements shall be designated as Limited Common Elements and be subject to rights and restrictions thereon as set forth hereon.

**3.6 LIMITED COMMON ELEMENTS.** The Limited Common Elements are depicted on the Plat set forth as part of "**Exhibit A**" attached hereto, and include any items which serve only one Unit, including, but not limited to, the covered garage parking spaces, one of which will be assigned to each Unit, the balconies, patios and porches serving one unit, the air conditioner, windows, window and balcony glass, doors, screens and associated hardware. Each Limited Common Element is reserved to the exclusive use and enjoyment of the Owner of the Unit to which it is attached or assigned, their guests, invitees, lessees, successors and assigns, and shall pass with said Unit as an appurtenance thereto. Expenses for maintenance and repair of Limited Common Elements, shall be borne by and specially assessed against the Individual Unit Owner entitled to use such Limited Common Element, except as to the covered parking spaces which will be maintained by the Association.

#### **ARTICLE 4.**

#### **PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS**

**4.1 THE CONDOMINIUM.** The percentage of ownership and the undivided shares of the respective Condominium Units in the Common Elements, and the manner of sharing expenses in the Condominium and owning common surplus attributable to the Condominium, shall be divided equally among the Unit Owners with each Unit Owner owning and sharing an undivided interest as provided in **Exhibit "D"**.

**4.2 COMMON EXPENSES.** The Common Expenses of this Condominium are the Common Expenses directly attributable to the operation of this Condominium. Each Unit owner shall be liable for the payment of a fraction of the common expenses in accordance with his percentage of ownership in the common elements hereinabove provided. The common expenses shall include common expenses defined in Article 2.9, as well as the cost of maintenance and repair of the common elements, fire and liability insurance as provided hereinafter, costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses, costs of water, electricity and other utilities (not metered to specific Condominium Units) and supplies used in conjunction with the common elements and other costs and expenses that may be duly incurred by the Association through its management and from time to time in operating, protecting, managing and conserving the Condominium property and carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

**4.3 COMMON SURPLUS.** The Common Surplus of the Condominium shall be owned by Unit Owners in the same shares as the Unit Owners own the Common Elements as

provided in **Exhibit "D"**.

**ARTICLE 5.**  
**MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

**5.1 BY THE ASSOCIATION.** The responsibilities and rights of the Association shall be as follows:

A. To maintain all portions of the Condominium Property not located within the Units.

B. To maintain all portions of the Unit, except interior surfaces contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, foundations, slabs, and roofs.

C. The Association shall be responsible for all driveways, exterior color scheme and exterior lighting of all buildings and improvements.

D. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (i.e.: gas, electrical power, cold water and sewer disposal) contained in the portions of a Unit that services part or parts of the Condominium Property other than the Unit within which contained.

E. All incidental damage caused to a Unit by the Association in the furtherance of its maintenance, repair or replacement responsibilities. Such work shall be promptly repaired at the expense of the Association.

F. The Association, its agents or employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours (and at all hours in the event of an emergency) as may be necessary for inspection, maintenance, repair or replacement of any Common Elements, or for making emergency repairs therein necessary to prevent damage to the Common Elements, or to other Units, and for the purpose of carrying out the provisions referred to in this Declaration.

**5.2 BY THE UNIT OWNER.** The responsibilities and duties of each Unit Owner shall be as follows:

A. To maintain, repair and replace, at the Unit Owner's sole expense, all portions of the Owner's Unit including without limitation all exterior doors, windows, sliding glass doors (tempered glass only) and all equipment, components, frames, mechanisms and assemblies thereof.

B. To maintain, repair and replace, at the Unit Owner's sole expense those items which serve only his/her Unit, including, but not limited to, the air conditioner, windows, window and balcony glass, doors, screens and associated hardware, which items constitute Limited Common Elements.

C. To maintain, repair and replace the paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceilings;

D. To maintain, repair and replace all built-in shelves, cabinets, counters, storage areas, and closets;

E. To maintain, repair and replace all mechanical equipment located within the boundaries of the respective Unit; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, all bathroom fixtures, equipment and apparatus;

E. To maintain, repair and replace all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only one Unit; all electric lines between the Unit and its individual service panel or meter, and all water and waste lines between the Unit and the main lines;

F. To maintain, repair and replace all interior doors, walls, partitions, and room dividers;

G. To maintain, repair and replace all furniture, furnishings and personal property contained within a Unit;

H. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

I. Not to make any alterations or substantial additions to the Common Elements or Limited Common Elements, or remove any portion thereof or make any additions thereto, or to do any work or make any alterations which would jeopardize the safety or soundness of the Unit, other Units or the Condominium building, or impair any easement.

J. Unit Owners shall promptly perform all maintenance and repair work within the unit, which if omitted would affect any common elements, other Units, or the Condominium property as a whole, it being the express intent of this Article that such Unit Owner shall be responsible for all damages and liabilities that any failure to repair or maintain may engender.

K. Unit Owners shall be responsible for and reimburse the Association for any expenditure incurred in maintaining, repairing or replacing any common elements damaged through the fault of that Unit Owner or that Unit Owner's guests, employees or invitees.

L. The Association shall have a lien against a Unit for any expense incurred by the Association for the maintenance, repair or replacement which the Association undertakes pursuant to Articles 5.2J and 5.2K above, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the highest rate permitted by law, plus reasonable attorneys' fees and costs incurred by the Association in the collection thereof, including appellate fees.



### 5.3 ALTERATIONS AND IMPROVEMENTS.

A. **COMMON ELEMENTS.** The Board of Directors may materially alter or substantially improve the Common Elements, provided that any individual expenditure (except as noted below) for alterations or improvements in excess of Ten Thousand Dollars (\$10,000) shall require the prior approval of at least a majority of the Members present (in person or by proxy) and voting at a membership meeting held for such purpose. As an exception to the foregoing, no Membership approval shall be required for any expenditure related to maintenance, preventative maintenance, repair, replacement or protection of the Condominium Property or for compliance with valid governmental orders or regulations or for security measures.

B. **ASSOCIATION PROPERTY.** The Board of Directors may materially alter or substantially improve the Association Property, provided that any individual expenditure (except as noted below) for alterations or improvements in excess of Ten Thousand Dollars (\$10,000) shall require the prior approval of a majority of the Membership present (in person or by proxy) and voting at a membership meeting. As an exception to the foregoing, no Membership approval shall be required for any expenditure related to maintenance, preventative maintenance, repair, replacement or protection of the Condominium property or for compliance with valid governmental orders or regulations or for security measures.

C. **MODIFICATION TO UNITS.** No Unit Owner shall make any structural addition or alteration to a Unit without the prior written consent of the governing Board. On request by any Unit Owner for approval of a proposed addition or alteration, the Board shall answer the same within twenty (20) days after receipt thereof, and failure to do so within the stipulated time shall constitute a consent. A copy of any permit issued by a governmental authority to make any addition or alteration to any unit shall be provided to the Board. Neither the Board nor any member thereof shall be liable to any contractor, subcontractor, or materialman, or to any person claiming injury to person or property as a result of such addition or alteration or the construction thereof.

## ARTICLE 6. ASSESSMENTS

6.1 **ESTABLISHMENT.** The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association, and such other Assessments as are specifically provided for in this Declaration, the Articles of Incorporation, the Bylaws or by law, including special assessments necessary to cover unanticipated expenditures which may be incurred during the fiscal year. The procedure for the determination of all Assessments shall be as set forth in the Bylaws and this Declaration. The Common Expenses shall include (in addition to those expenses described in Article 2.7 above), but shall not be limited to the following:

A. All expenses of administration, maintenance, repair, and replacement of the common elements;

B. Insurance premiums on all policies of insurance obtained by the governing Board, managing agent, or manager, as the case may be;

C. Working capital reserve;

D. General operating reserve;

E. Repair and replacement reserve;

F. Reserve for deficits accrued in prior years;

G. Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale;

H. Utility rates for water and gas, and related sewer rents, except those metered to individual units;

I. Utility rates for electricity serving the Common Elements, other than leased portions thereof, which shall be separately metered;

J. All other amounts that the owners may agree upon or that the governing Board may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

**6.2 SHARE OF COMMON EXPENSES.** Common Expenses shall be assessed against each Unit Owner as provided for in Exhibit "D". One-fourth (1/4) of each Unit's annual assessments shall be due and payable in advance to the Association on the first day of each quarter of each fiscal year.

**6.3 INTEREST, APPLICATION OF PAYMENTS.** Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association shall also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Board of Directors may require each Unit Owner to maintain a minimum balance on deposit with the Association not to exceed one (1) quarter's assessment for working capital and to cover contingent expenses from time to time.

**6.4 LIEN FOR ASSESSMENTS.** The Association shall have a lien on each Condominium Unit to secure the payment of unpaid Assessments and special assessments which

are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of Manatee County, Florida, and perfected as provided by Section 718.116(4), Florida Statutes. A claim of lien for Assessments and/or special assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorney's fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

A. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, Association Property, or the abandonment of the Unit for which the Assessments are made.

B. A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments and/or special assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

## **ARTICLE 7.**

### **THE ASSOCIATION, HOMEOWNERS ASSOCIATION AND MASTER ASSOCIATION**

**7.1 THE ASSOCIATION.** In order to provide for the efficient and effective administration of the Condominium and the Association Property by the owners of Units, a non-profit corporation known and designated as FAIRWAY TRACE AT PERIDIA II CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida. The Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations promulgated by the Association from time to time. No Unit Owner, except an officer of the Association, shall have any authority to act for or on behalf of the Association. The powers of the Association shall include those set forth in this Declaration, Articles of Incorporation, Bylaws, the Condominium Act and Chapter 617, Florida Statutes, all as amended from time to time.

**7.2 MEMBERSHIP IN ASSOCIATION.** Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Change of membership

in the Association shall be established by recording in the Public Records of Manatee County, Florida, a Deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a Member of the Association.

**7.3 VOTING RIGHTS.** Each Condominium Unit shall be entitled to one (1) vote at membership meetings of the Association. Voting shall occur as provided in the Bylaws.

**7.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS.** The shares of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

**7.5 LIMITATION UPON LIABILITY OF ASSOCIATION.** Notwithstanding the duty of the Association to maintain, replace and repair parts of the Condominium Property and facilities, the Association shall not be liable to any Unit Owners for injury or damage caused by a latent condition of the property to be maintained, replaced and repaired by the Association, or caused by the elements, water intrusion through the Common Elements, or other owners or persons.

**7.6 MEMBERSHIP IN HOMEOWNER AND MASTER ASSOCIATION.** Each Unit Owner shall also become a member of Fairway Trace at Peridia Homeowners Association, Inc., and the Peridia Property Owner's Association, Inc., and shall be governed by the respective bylaws, covenants, conditions, and restrictions of those Associations.

## **ARTICLE 8. INSURANCE**

**8.1 AUTHORITY TO PURCHASE.** The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association. All insurance policies upon the Condominium Property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the Units, and if insurance companies shall agree or as otherwise required by law, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents and guests.

**8.2 UNIT OWNERS.** Pursuant to Section 718.111(11) Florida Statutes, each Unit Owner shall obtain insurance, at his own expense, affording coverage upon all real or personal property located within the boundaries of the Owner's Unit which is excluded from the coverage to be provided by the Association as set forth in that statute. Every insurance policy purchased by a Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association.

### 8.3 COVERAGE.

A. **Casualty.** The structures and all improvements upon the land and all personal property included within the Condominium Property, except such personal property as may be owned by the Unit Owners, shall be insured for the full insurable value, replacement cost, or similar coverage which shall be based upon an independent insurance appraisal or update thereof conducted at least once every thirty-six (36) months, with a reasonable deductible clause determined by the Board of Directors as provided by Section 718.111(11), Florida Statutes. Every hazard insurance policy shall provide primary coverage for:

1. All portions of the Condominium Property located outside the Units;
2. The Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the developer; and
3. All portions of the Condominium Property for which the Declaration of Condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "Condominium Property," "building," "improvements," "insurable improvements," "Common Elements," "Association Property," or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance, shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit's boundaries. The foregoing is intended to establish the property or casualty insurance responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

B. **Workers' Compensation.** As shall be required to meet the requirements of the law.

C. **Public Liability.** The Association shall purchase and maintain public liability insurance on the Common Elements of at least one Million Dollars (\$1,000,000.00), including coverage for legal liability, hired automobile, non-owned automobile and off-premises employee and agent coverage, if applicable.

D. **Cross-Liability Endorsements.** All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

**8.4 PREMIUMS.** Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a Common Expense.

**8.5 PROCEEDS.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank or trust company in the State of Florida, with powers as may be designated by the Board of Directors of the Association, and approved by a majority of the mortgagees of the Units in the Condominium Property (the term "Majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal of all first mortgages in said Units). Said Trustee is herein referred as the "Insurance Trustee". The Insurance Trustee shall not be liable for payment of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any provisions herein set forth. The Insurance Trustee shall hold such proceeds for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares:

A. **Common Elements.** Proceeds on account of damage to Common Elements - that undivided share for each Unit Owner and his mortgagee, if any, which is set forth as the Unit Owner's share as stated in this Declaration.

B. **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:

1. Partial destruction when the Unit is to be restored - for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit.

2. Total destruction of a Unit, or where the Unit is not to be restored - for all Unit Owners, the share of each being that share equal to an amount which the last annual valuation of each Unit in accordance with subparagraph 8.3(A) hereof, bears to the total valuation of all such Units.

C. **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner as their respective interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

**8.6 DISTRIBUTION OF PROCEEDS.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners or the Association in the following manner:

A. **Reconstruction or Repair.** If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Unit Owners; all remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

B. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

#### **ARTICLE 9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE**

**9.1 DAMAGE TO CONDOMINIUM PROPERTY.** If any part of the Condominium Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

A. **Partial Destruction** of Condominium Property (which shall be deemed to mean destruction which does not render one-half (1/2) or more of the Units untenantable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.

B. **Total Destruction** of Condominium Property (which shall be deemed to mean destruction which renders one-half (1/2) or more of the Units untenantable) shall not be reconstructed or repaired unless approved at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, eighty percent (80%) of the Unit Owners in this Condominium must vote in favor of such reconstruction or repair.

C. **Any Reconstruction** or repair shall be substantially the same as the original construction, including any changes required by the then applicable Florida Building Code and other applicable federal and state laws.

D. **Encroachments** upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Unit or structures were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Units or structures exist.

E. **Damage to One Unit.** If the damage is only to those parts of one (1) Unit for which the responsibility of replacement or repair is that of the Unit Owner, then the Unit Owner shall be responsible for supervising reconstruction and repair after casualty.

F. **Estimate of Costs.** Immediately after a casualty causing damage to property for which the Association has the responsibility of reconstructing and repairing, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

G. **Assessments.** Notwithstanding anything else herein to the contrary, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of costs of reconstruction and repairs are insufficient, special assessments and/or amendments to the annual budget shall be made by the Board of Directors against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damages to Common Elements shall be in proportion to the Owner's responsibility for maintenance, repair and replacement thereof detailed in Article V hereinbefore.

**9.2 INSURANCE ADJUSTMENTS.** Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) Unit. Any deductible where loss or damage is restricted to a particular Unit shall be the responsibility of the Unit Owner.

### **9.3 CONDEMNATION.**

A. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, and the Association's Board of Directors shall promptly prepare, execute, and record an amendment to the Declaration reflecting such reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a Common Element.

B. Except as provided in subsection A. above, if a part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability shall be reduced in proportion to the reduction in size of the Unit, and (2) the portion of Common Element interest votes, and Common Expense liability divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, with the partially acquired Unit participating in the



reallocation on the basis of its reduced interest, votes, and liabilities.

C. If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

D. Reconstruction and repair in the event of condemnation shall be governed by the provisions of Article 8 of this Declaration.

#### **ARTICLE 10. USE RESTRICTIONS**

In order to provide for congenial occupancy of the Condominium Property and to better protect the values of the Condominium Units, the use of the Condominium Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

A. No unit shall be occupied by more than one family ("single family"). For purposes of this Declaration, "single family" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal custodian, or legal designee of a parent of a minor child temporarily residing within the Unit. The intention of this restriction is to prohibit occupancy of Units by more than two (2) unrelated persons. Nothing herein shall be applied or construed to permit discrimination under Federal or Florida Fair Housing Laws.

B. No Unit shall be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any non-residential purpose.

C. Only birds, fish and one (1) small (not to exceed twenty-five (25) pounds at maturity) nonaggressive dog or one (1) cat may be kept in a unit. Each pet owner shall be responsible for cleaning up and properly disposing of the solid waste produced by his pet immediately. No pet shall be permitted to run at large. Each pet owner shall ensure that his pet shall not disturb other Unit Owners or residents with excessive or repetitive barking or other nuisance conduct or noise. Pets which, in the reasonable discretion of the Board, make repetitive objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed within ten (10) days upon written demand of the Board. The Board may adopt rules regarding the use of the common elements by pets permitted herein.

D. No signs or other types of advertising of any description or nature shall be

displayed, placed or erected in a unit or upon the common elements.

E. The occupants and owners of the units shall not permit loud and objectionable noises or obnoxious odors to emanate from the Unit.

F. No wire, antennas, electrical installations, air conditioning units, clothes lines, garbage or refuse receptacles, reflective window coverings, or other equipment or structures shall be erected, constructed, or maintained on the exterior of the building or on or in any of the common elements.

G. No Unit Owner shall permit or suffer anything to be done or kept in his Condominium Unit which will increase insurance rates on any unit or on the common property. Owners shall not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the Condominium Property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all Unit Owners who might be affected thereby.

H. No hazardous, nuisance, improper, immoral or unlawful use or act shall be made of a Unit or the Common Elements. Nor shall any use or act abridge the quiet use and enjoyment of the Common Elements and Units by other Unit Owner or occupants. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium Property shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. The occupants and Unit Owners shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit.

I. No Unit owner shall dispose of trash and garbage other than in receptacles provided therefore. Throwing garbage or trash outside disposal installations provided for such purposes is prohibited. No saline or other regenerating solution from water softening equipment shall be discharged into any street, easement or common area so as to harmfully affect any lawn or planting. The Unit, Limited Common Elements and the Common Elements shall be kept in a clean and sanitary condition at all times.

J. No Condominium Unit shall be divided or subdivided and no structural alterations or changes shall be made therein without the prior written consent of the Board of Directors of the Association. Notwithstanding anything contained herein to the contrary, if a Unit Owner owns two or more adjacent Units, he/she may, upon submission of his/her proposed plan for alteration and receipt of written consent of the Board, provide for access between said Units in accordance with the plans and any other conditions set forth in said consent. Such consent shall not be given until the Board is reasonably satisfied that the alteration is in compliance with all existing building codes and that it shall not adversely affect the safety or soundness of any Unit or the Common Elements or impair any easement. Each Unit shall continue to be a separate Unit for all purposes under this Declaration, the Articles of Incorporation or the Bylaws. Access created pursuant to this subsection may be terminated at any time by the Owner provided the Board consents as set forth above.

K. No Unit shall be used as a timeshare estate.

L. No Unit Owner or occupant shall in any way obstruct the common way of ingress and egress to the other Units or the common elements.

M. Residents shall use only the parking spaces specifically assigned to their unit or the open parking spaces. Open parking shall be limited to passenger automobiles, passenger station wagons, custom vans and motorcycles. All other vehicles are specifically prohibited from open parking. All vehicles with lettering denoting any commercial business or enterprise are prohibited from open parking. All motorized vehicles may be used for direct egress and ingress only and may not be used for recreational purposes on the Condominium property. All other vehicles, trailers and other objects and matters not specifically authorized herein shall not be permitted in said open parking spaces unless the Association gives its prior written consent. This prohibition on open parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners and residents.

N. No portion of a unit other than the entire unit may be leased, and no unit may be leased for a period of less than three (3) months. The lease of Units shall be governed by Article 11 of this Declaration.

O. All drying or hanging, for any purpose, of clothes, towels or other unsightly objects by line, rack or otherwise, which is visible outside the unit, shall be prohibited.

P. No reflective film or other type of window treatment shall be placed or installed on the inside or outside of any unit without the prior written consent of the Board. In any event, the only type of reflective film or solar film shall be of a bronze color.

Q. Any drapes, curtains, blinds, shades or other window-coverings of any type or kind placed or installed in any and all exterior windows of any unit shall have a neutral (white or off-white) colored surface or drape lining facing the outside. It is the intent of the Association to maintain uniformity in the exterior window appearance of all units and buildings in this Condominium.

R. Unit Owners who rent or lease their Units waive their rights and privileges enjoyed as a resident Owner in favor of the renter or lessee, and may not use the common elements of FAIRWAY TRACE AT PERIDIA II during the rental or lease period, except as a guest of their tenant or another Unit Owner or unless the tenant executes a written waiver of common element use rights. However, the Unit Owner retains the right to attend official Condominium Association meetings and exercise his or her right to vote.

S. All repairs to any unit plumbing or electrical wiring or heating and air conditioning equipment within a unit shall be made by plumbers or electricians authorized to do such work with proper governmental authorities.

T. All exterior doors shall be painted the same color. The Association may, at any time, change the color of the exterior doors. If the Association permits the installation of storm doors or screen doors, the Association shall adopt a uniform screen and storm door standard.

U. No barbecuing or open fire shall be permitted on balconies or patios.

V. Unit Owners are strongly encouraged to replace Unit appliances which have exceeded the manufacturer's suggested life expectancy. Unit Owners shall be strictly liable for damage to other Units or the Common Elements which were caused by the failure or malfunction of Unit appliances that have exceeded the manufacturer's suggested life expectancy.

#### ARTICLE 11.

##### SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT

**11.1 SALE OR LEASE OF A UNIT.** In order to maintain a community of congenial residents and thus protect the value of the Condominium Units, no Unit may be sold or leased except in compliance with the provisions below:

**A. Transfers Subject to Approval:** No Unit Owner may lease, or dispose of a Unit or any interest therein by sale; provided, an owner may transfer or lease a unit to his or her spouse, another member of the Association or to a trustee if the Owner, his or her spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. The Association may delegate its authority to a single Director, a committee or an agent.

**B. Approval of Leasing.** All leases shall be subject to prior approval of the Association which shall not be unreasonably withheld. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board may adopt the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium documents. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application for lease on any prescribed form, completed with all required information, any applicable transfer fee, and the personal interview of the proposed lessee (if required), whichever date last occurs. Failure of the Association to respond within ten (10) days shall be deemed to constitute approval.

**C. Disapproval of Leasing.** If the Association disapproves a proposed lease or renewal, the Unit 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. 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:



1. 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.

2. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium 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 Condominium documents.

3. 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 Condominium as a tenant, Unit Owner or occupant of a unit.

4. A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner.

5. No unit may be leased if the Unit Owner is delinquent in any assessment payment due the Association unless the Unit Owner agrees in writing that all rent shall be made payable directly to the Association to satisfy all unpaid assessments and related interest, late fees, costs and attorney's fees, due at the time of Association approval of the lease and if a delinquency recurs then subsequently during the term of the lease or any extension or renewal thereof, with an assignment to the Association of all rights of the Unit Owner to collect such rent. Each lease or rental of a unit shall be in writing and shall include, or if it does not shall be deemed to include, the following provision:

**Assignment of Rent to Association.** The parties hereto agree that FAIRWAY TRACE AT PERIDIA II CONDOMINIUM ASSOCIATION, INC. (the "Association"), shall be a third-party beneficiary to this agreement and that the tenant/lessee/occupant of the unit may be required to pay the rental payments set forth in this agreement directly to the Association in the event the landlord/lessor/owner is delinquent in the payment of regular or special assessments to the Association. The rental payments shall be used by the Association to bring the delinquent assessments current and shall be applied to all sums due (including assessments, interest, late fees, costs and attorney's fees) in accordance with Chapter 718, Florida Statutes, as may be amended from time to time. The parties agree that the tenant/lessee/occupant, upon receiving written notice (hereinafter referred to as "notice") from the Association by hand delivery or certified mail, return receipt requested, shall make all rental payments to the Association until the delinquent assessments have been satisfied. The Association shall hand deliver or mail by

certified mail, return receipt requested, a copy of the notice to the landlord/lessor/owner at the last known address of the landlord/lessor/owner. In the event the Association is required to file an action against the landlord/lessor/owner or tenant/lessee/occupant to collect the rent or otherwise enforce the terms of this provision, the prevailing party shall be entitled to its attorneys' fees and costs incurred both at trial and the appellate levels.

**D. Approval of Sale or Transfer of Unit.** The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale 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 transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the twenty (20) day period shall constitute approval.

**E. Disapproval of Sale or Transfer of Unit.** Approval of the Association shall 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:

1. 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 Condominium documents.

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

3. The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

4. The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

5. 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 Condominium as a tenant, Unit Owner or occupant of a unit.

6. The person seeking approval failed to provide the information,

fees or appearance required to process the application in a timely manner.

7. All assessments, fines and other charges against the unit or the unit 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.

**F. Duty to Provide Alternate Purchaser.** Except as further provided herein, if the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit 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. Should transfer be rejected on the grounds for disapproval set forth above, the Association's duty to provide an alternative purchaser shall be optional.

**G. Screening Fees.** The Association may impose a transfer 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 sell or lease, said screening fee to be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

**H. Unauthorized Transactions.** Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one (1) year from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the Unit or by occupancy of the Unit; provided further that the Association must commence an action to set aside such transaction within said one (1) year period.

## **ARTICLE 12. RIGHTS OF FIRST MORTGAGEES**

**12.1 INSTITUTIONAL FIRST MORTGAGEES.** Notwithstanding any provisions of this Declaration, the written consent of the Federal Savings and Loan Association, banks, and insurance companies holding first mortgages upon any of the units or upon the Condominium, shall be first obtained prior to: 1) the reconstruction of the unit or condominium improvements after substantial destruction thereof; 2) the subdivision of any unit; 3) the changing or amending of this Declaration which materially alters a mortgagees interest in a unit; or 4) the termination of the Condominium hereby created.

**12.2 DOCUMENTS TO BE MADE AVAILABLE UPON REQUEST.** The Association shall make available to Unit Owners and their respective first mortgagees and holders and insurers of first mortgages on the Condominium Property, copies of the Declaration, Bylaws, and other pertinent Condominium documents, as well as the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

### **ARTICLE 13. AMENDMENTS OF DECLARATION**

**13.1 PROPOSAL.** An amendment to this Declaration may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by a Director or a Unit Owner. If ten percent (10%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within one hundred twenty (120) days of delivery of the petition to the Board.

**13.2 APPROVAL.** This Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the Units in this Condominium, which vote shall be conducted at a duly called membership meeting or by written consent in writing. However, the affirmative vote of one hundred percent (100%) of the Unit Owners shall be required to amend the percentages of the Common Elements, Common Expenses and the Common Surplus as provided in Article 4.1 and the voting rights for Unit Owners under Article 7.3 may be amended only upon unanimous votes of all units.

**13.2 EXECUTION AND RECORDING.** A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

### **ARTICLE 14. BYLAWS**

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

### **ARTICLE 15. REMEDIES FOR VIOLATIONS**

**15.1 NEGLIGENCE.** A Unit Owner shall be liable for any damage, liability, cost, expense, maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of his or her family, or their contractors, guests, invitees, employees, agents or tenants.

**15.2 COMPLIANCE AND DEFAULT.** Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws and Rules adopted by the Board of Directors. Failure of a Unit Owner to comply therewith shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. The Association shall arbitrate prior to litigation in such instances and manner as required by state law.



**15.3 COSTS AND ATTORNEYS' FEES.** In any proceeding arising out of an alleged failure or refusal of a person or Unit Owner to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable arbitration, mediation, prelitigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

**15.4 NO WAIVER OF RIGHTS.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**15.5 ENFORCEMENT OF MAINTENANCE.** In the event the Owner of a Unit fails or refuses to properly maintain the Unit as required in Article 5 above, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in such an action shall be entitled to recover court costs and their reasonable attorneys' fees.

**15.6 AUTHORITY TO LEVY FINES.** In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may also levy a fine against any Owner for failure of the Owner or of a tenant or guest of the Owner to comply with the Declaration of Condominium or Association Rules.

## **ARTICLE 17. TERMINATION OF CONDOMINIUM**

The above-described property may be removed from the provisions of this Declaration at any time by a vote of ninety percent (90%) of the Units and two-thirds (2/3rds) consent of all of the institutional first mortgage holders, by an instrument to that effect executed by the President and Secretary of the Condominium Association with the formalities of a deed and duly recorded in the Public Records of Manatee County, Florida. In the event of such termination, the rights of owners of mortgages or other liens and procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of a banking trustee selected by the Board of Directors of the Association.

## **ARTICLE 18. EASEMENTS**

**18.01 EASEMENTS; GENERALLY.** Each of the following easements is expressly granted or reserved through the Condominium Property for the limited purposes set forth herein and subject to all the terms and conditions of this Declaration, and such easements shall survive the termination of the Condominium:

A. **Ingress and Egress:** A nonexclusive easement for the use and benefit of the Owners and occupants of any Unit, their guests and Invitees shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

B. **Maintenance:** Nonexclusive easements in favor of the Association on, over, under and across the Common and Limited Common Elements for maintenance purposes in order to adequately maintain such areas.

C. **Encroachments:** In the event that any Unit shall encroach upon any of the Common Elements or any other Unit as described in Exhibit A for any reason other than the intentional act of the Unit Owner, then an exclusive easement shall continue to exist to the extent of such encroachment so long as the same shall continue. In the event that any Common Element shall encroach upon any Unit as described in Exhibit A, then a nonexclusive easement shall exist to the extent of such encroachment so long as the same shall continue.

D. **Utilities:** Nonexclusive easements as may be required for the entrance upon, construction, maintenance and operation of Utility Services to adequately serve the Condominium Property, including, but not limited to, electric, water, sewer, a private storm sewer and drainage line system and the installation of communication services (including but not limited to cable television and radio) and such other equipment throughout the Condominium Property, it being expressly agreed that the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such Utility, provided, however, easements herein reserved which necessitate entry through a Unit, shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

In addition, easements are reserved for such further utility easements over and across the Condominium Property as may be required from time to time to service the Condominium Property, provided, however, such further utility easements shall be identified and located as the occasion shall arise.

In the event any Unit, Common or Limited Common Element encroaches upon any Utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the Owner or Owners of such encroaching property and their Mortgagees, if any, to an automatic nonexclusive easement on said Utility easement for as long as such encroachment shall continue.

E. **Other Unit Owners:** A non-exclusive easement for the use and benefit of

the owners of any Condominium Unit their guests, lessees and invitees shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes.

E. Support: Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

**18.02 EASEMENTS; ENCUMBRANCES.** No easement herein referred to shall be encumbered by any leasehold or lien other than those on the Condominium Parcels, unless:

A. Any such lien is subordinate to the rights of Unit Owners, or

B. The holder of any encumbrance or leasehold of any easement has executed and recorded an agreement that the use-rights of each Unit Owner will not be terminated as long as the Unit Owner has not been evicted because of a default under the encumbrance or lease, and the use-rights of any Mortgagee of a Unit who has acquired title to a Unit may not be terminated.

## **ARTICLE 19. MISCELLANEOUS**

**19.1 SEVERABILITY.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules shall not effect the remaining portions hereof.

**19.2 BINDING EFFECT.** All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked.

**19.3 APPLICABLE STATUTES.** The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

**19.4 CONFLICTS.** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium documents shall take priority in the following order: this Declaration of Condominium, Articles of Incorporation, Association Bylaws and then the Association Rules and Regulations, all as amended from time to time.

**19.5 HEADINGS AND CAPITALIZATION.** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

**19.6 INTERPRETATION.** The provisions of this Declaration shall be liberally

construed to affect the purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and providing for the same. The terms of this Declaration, Articles of Incorporation, Bylaws and Rules shall not be construed in favor of or against the Association or a Unit Owner in the event of arbitration or litigation.

**EXHIBIT "A"**

**FAIRWAY TRACE AT PERIDIA II, A Condominium**

FAIRWAY TRACE AT PERIDIA II, originally as per plat thereof recorded in Condominium Book 25, Page 117 et seq., as per plat thereof recorded in Condominium Book 26, Page 108 et seq., and as per plat thereof for Phase 8 recorded in Condominium Book 28, Page 114 et seq. of the Public Records of Manatee County, Florida.



Prepared by and return to:  
Jeremy V. Anderson, Esquire  
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**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
FAIRWAY TRACE AT PERIDIA II  
CONDOMINIUM ASSOCIATION, INC.**

*[Substantial rewording of Articles of Incorporation. See existing  
Articles of Incorporation and amendments for present text.]*

**ARTICLE 1.  
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be FAIRWAY TRACE AT PERIDIA CONDOMINIUM ASSOCIATION, INC., (herein the "Association"). The principal office of said corporation shall be located at 9031 Town Center Parkway, Bradenton, FL 34202. The Directors of the Association may change the location of the principal office of said Association from time to time.

**ARTICLE 2.  
PURPOSES**

The general purpose of the Association shall be as follows: to be the "Association" (as defined in Chapter 718, Florida Statutes (herein, the "Condominium Act") for the operation of a condominium in Manatee County, Florida known as FAIRWAY TRACE AT PERIDIA II, A CONDOMINIUM (herein, "the Condominium"). The Association shall also operate and administer said Condominium and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto.

**ARTICLE 3.  
POWERS**

**3.1 GENERAL POWERS.** The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set

Amended and Restated Articles of Incorporation  
Fairway Trace At Peridia II Condominium Association, Inc.

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forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration of Condominium, the Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles or by law.

**3.2 SPECIFIC POWERS.** The specific powers of the Association shall include but not be limited to the following:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any Unit and all real or personal property related to the purposes or activities of the Association. However, such authority is subject to the prior approval of not less than a majority vote of the voting interests present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.

B. To create and amend budgets and to fix annual and special assessments to be levied against all Units located in the Condominium, which are subject to assessment pursuant to the Declaration of Condominium for the purpose of defraying common expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

C. To place liens against any Unit in the Condominium, for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

D. To hold funds solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

E. To adopt, promulgate and enforce rules, regulations, resolutions, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate the power or powers of the Association to the manager, committees or agents where such is deemed to be in the Association's best interest by its Board of Directors.

G. To charge recipients for services rendered by the Association and to

charge the user for use of the Association property where such is deemed appropriate by its Board of Directors.

H. To pay all taxes, other charges or assessments, if any, levied against property owned, leased or used by the Association.

I. To borrow money for the acquisition of property or a Unit or for any other lawful purpose of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the Association wherever situated. However, such authority is subject to the prior approval of not less than a majority vote of the voting interests present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose, except that no approval of the voting interests shall be required if such action is necessary: 1) to preserve the safety and soundness of the condominium property; 2) to prevent injury to persons or personal property; or 3) to comply with any governmental orders or regulations.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

K. To make, enter into, perform and carry out contracts as necessary for the operation and administration of the Association, except as prohibited herein.

L. In general, to have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

#### **ARTICLE 4. MEMBERS**

**4.1 MEMBERSHIP.** Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Membership in the Association shall be limited to such Owners.

**4.2 CHANGE OF MEMBERSHIP.** Change of membership in the Association shall be established by recording in the Public Records of Manatee County, Florida, a Deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a member of the Association.



**ARTICLE 5.  
VOTING RIGHTS**

Each unit shall be entitled to one (1) vote at membership meetings of the Association. Votes shall be cast as described in the Bylaws. The vote of a Condominium Unit shall not be divisible. A majority of the Unit Owners' total votes shall decide any question, unless the Declaration of Condominium, these Articles of Incorporation or the Bylaws of the Association provide otherwise.

**ARTICLE 6.  
INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its members, except as reimbursement for services rendered to the Association. The Association shall not issue shares of stock to its members. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

**ARTICLE 7.  
TERM**

The term for which the Association is to exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8.  
BOARD OF DIRECTORS**

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for election, removal, qualification and resignation of the directors and for filling vacancies on the Board.

**ARTICLE 9.  
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 10.  
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

**10.1 PROPOSAL AND NOTICE.** An amendment to these Articles of

Incorporation may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within one hundred twenty (120) days of delivery of the petition to the Board.

**10.2 APPROVAL.** A proposed amendment must be approved by not less than a majority vote of the voting interests present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.

**10.3 EXECUTION AND RECORDING.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Manatee County, Florida.

## ARTICLE 11. INDEMNIFICATION OF OFFICERS AND DIRECTORS

**11.1 INDEMNIFICATION.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive

indemnification possible to their officers, directors and committee members as permitted by Florida law.

**11.2 EXPENSES.** To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

**11.3 ADVANCES.** Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

**11.4 MISCELLANEOUS.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

**11.5 INSURANCE.** The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

## **ARTICLE 12.**

### **REGISTERED OFFICE AND REGISTERED AGENT**

The registered agent of the Association shall be Advanced Management of Southwest Florida, Inc., located at 9031 Town Center Parkway, Bradenton, FL 34202. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

Prepared by and return to:  
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**AMENDED AND RESTATED**

**BYLAWS  
OF  
FAIRWAY TRACE AT PERIDIA II  
CONDOMINIUM ASSOCIATION, INC**

*[Substantial rewording of Bylaws. See existing Bylaws  
and amendments for present text.]*

**ARTICLE 1.  
NAME**

These are the Bylaws of FAIRWAY TRACE AT PERIDIA II CONDOMINIUM ASSOCIATION, INC. (herein, the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of operating and managing the affairs and property of FAIRWAY TRACE AT PERIDIA II, a Condominium located in Manatee County, Florida

**1.1 PRINCIPAL OFFICE.** The principal office of the Association shall be located at 9031 Town Center Parkway, Bradenton, FL 34202. 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 (1991). 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 of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or

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ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium 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. MEMBERS**

**3.1 MEMBERSHIP.** Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Membership in the Association shall be limited to such Owners.

**3.2 CHANGE OF MEMBERSHIP.** Change of membership in the Association shall be established by recording in the Public Records of Manatee County, Florida, a Deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a member of the Association.

**3.3 VOTING RIGHTS.** In any meeting of the Association's Membership, there shall be only one (1) vote, which shall be cast per Unit as provided herein below:

A. If a Unit is owned by one person, the right to vote shall be established by the record title to the Unit.

B. If a Unit is owned by more than one person, then any one of the Owners of the Unit may cast the full vote for it, provided that if more than one Owner of a Unit shall seek to vote for the Unit and the votes conflict, no vote shall be counted for the Unit in that instance and further provided that if a ballot is provided for a vote at a meeting it shall be provided only to the first Owner of the Unit who claims it.

C. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit (who shall be one of the current officers or Directors of the corporation) shall be designated by a certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association at or prior to the meeting.

D. If a Unit is owned by a partnership, the person entitled to cast a vote for the Unit shall be designated by a certificate signed by the general partner or managing member of the partnership, and filed with the Secretary of the Association prior to the meeting for which the vote is to be cast.

E. If a Unit is owned in trust, its voting representative shall be the

trustee or if the grantor has a right of revocation upon a decedent's death and occupies the Unit then the grantor or if any beneficiary occupies the Unit then that beneficiary (and if there are more than one such persons then they shall have voting rights the same as joint Owners of a Unit as provided herein).

Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner of a Unit. If such a certificate is not on file, the vote of such Owner shall not be considered in determining whether a quorum is present or for any other purpose.

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

#### **ARTICLE 4. MEMBERS' MEETINGS**

**4.1 ANNUAL MEETING.** The annual members' meeting shall be held in April within Manatee County, Florida, at a place and time determined by the Board of Directors from time to time. The purpose of the annual meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

**4.2 SPECIAL MEETINGS.** Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from at least ten percent (10%) of the voting interests of the Association. The business conducted at a special membership meeting shall be limited to the matters identified on the meeting's published agenda.

**4.3 NOTICE OF MEETING.** Notice of a meeting of members shall state the date, time, place and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the Condominium property not less than fourteen (14) continuous days before the membership meeting. The notice of any members' meeting shall be sent by mail, hand-delivery or facsimile to each Unit Owner unless the Unit Owner waives in writing the right to receive notice of the meeting. The notice may be sent to a Unit Owner by email if the owner consents to such transmission. The delivery or mailing shall be to the address of the member as it appears on the Association's official roster of members. Each member bears

the responsibility of promptly notifying the Association of any change of address. The posting and providing of the notice shall occur not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit of the person providing the notice where required by law.

**4.4 WAIVER OF NOTICE.** Notice of specific meetings may be waived before or after the meeting. The attendance of any member at an Association meeting shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**4.5 ELECTRONIC TRANSMISSION.** Notice of meetings of the Board of Directors, members' meetings (except owner meetings to recall Directors), and committee meetings may be given by electronic transmission to those Unit Owners who consent to receive notice by electronic transmission. Also, in lieu of or in addition to the physical posting of notice of any meeting on the Condominium property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

**4.6 QUORUM AND VOTING.** A quorum at members' meetings shall consist of persons entitled to cast not less than fifty percent (50%) of the total votes of the entire membership. The acts approved by a majority of the votes present (in person or by proxy) at a members' meeting at which a quorum is attained shall be binding upon all members for all purposes, except where otherwise provided by law, the Declaration of Condominium, the Articles, or these Bylaws.

**4.7 PROXIES.** Votes may be cast at a membership meeting in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the Unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

**4.8 LIMITED PROXIES.** Except as specifically otherwise provided in this Article 4.8, Unit Owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration of Condominium, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the Unit Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive matters or changes to items for which a limited proxy is required and given. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy. No proxies, limited or general can be used to elect the Board of Directors.

**4.9 ORDER OF BUSINESS.** If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- A. Call to order by President;
- B. Calling of the roll, certifying of proxies, and determination of a quorum;
- C. Proof of notice of the meeting or waiver of notice;
- D. Appointment of inspectors of election;
- E. Call for final balloting on election of Directors and close of balloting;
- F. Election of Directors;
- G. Reading and disposal of any unapproved minutes;
- H. Reports of officers;
- I. Reports of committees;
- J. Unfinished business;
- K. New business;
- L. Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson of the meeting.

**4.10 ADJOURNED MEETINGS.** The members who are present, either in person or by proxy, may adjourn any membership meeting from time to time as they deem appropriate. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the owners if the date, time and place of the meeting is announced prior to the adjournment of the



meeting. If business will be transacted at the adjourned meeting that was not in the original agenda, the Association must renote the meeting as required by Article 4.3 hereof.

**4.11 MINUTES OF MEMBERSHIP MEETINGS.** The minutes of all meetings of Unit Owners shall be kept available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Florida Condominium Act. Minutes for each meeting must be reduced to written form within fourteen (14) days after the meeting date.

**4.12 ACTION WITHOUT A MEETING BY WRITTEN AGREEMENT.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Association Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

**4.13 PRESIDING OFFICER.** The chairperson at all members' meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the members present may designate any other person to preside as chairperson of the meeting.

## **ARTICLE 5. BOARD OF DIRECTORS**

**5.1 NUMBER AND TENURE.** The affairs of the Association shall be governed by a Board of Directors. The Board shall consist of five (5) Directors, as provided herein. Directors shall be elected at the annual meeting for two-year terms; two (2) Directors in the odd years and three (3) Directors in the even years. In the event of resignation, removal for cause or inability to act by reason of disability, interim replacement Directors may be appointed by the Board of Directors to serve out the remainder of the term as specified in Article 5.4 below. Any Director may be removed as provided by law.

**5.2 DIRECTOR QUALIFICATIONS.** Every Director must be a member, the spouse of a member or a designated voting representative of a unit, provided, however, that no unit may be represented by more than one (1) person on the Board at any given time.

**5.3 ELECTION OF DIRECTORS.** The election of Directors shall be held at the annual membership meeting, in the manner provided by law and as follows:

A. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. So long as required by law, a candidate must submit a candidate certification form not less than thirty-five (35) days prior to the election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than 8-½ inches by 11 inches. The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all Unit Owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

B. Additional written ballots will be available for use by those owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance, but no Unit Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

C. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot cast in the manner required by the Condominium Act. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. In the event of a tie vote, there shall be a runoff election as required by law. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual members' meeting.

D. There shall be no quorum requirement for an election of Directors;

however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election. There shall be no nominations from the floor on the date of the election.

**5.4 VACANCIES ON THE BOARD.** If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

A. If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

B. If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Directors' meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining Directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

**5.5 REMOVAL OF DIRECTORS.** Any or all Directors may be removed with or without cause by a majority vote of the entire Association membership, either by a written petition or at a special membership meeting called for that sole purpose. The recall shall be determined separately as to each Director sought to be removed. If a special meeting is called by not less than ten percent (10%) of the voting rights for the purpose of recalling one or more Directors, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

**5.6 ORGANIZATIONAL MEETING.** The organizational meeting of newly-elected Board of Directors shall be held within ten (10) days of the membership meeting at which the Director election occurred, at such date, place, and time as shall be fixed by the Board. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least forty-eight (48) continuous hours in advance of the meeting. The outgoing President will preside as Chair for the meeting until the election of

the new President who shall thereupon assume the duties as chairperson for the remainder of the meeting.

**5.7 REGULAR MEETINGS; NOTICE.** Regular meetings of the Board of Directors shall be held at such dates, times and places as shall be determined by the President or a majority of the Board. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all Unit Owners who may participate in accordance with the written policy established by the Board of Directors. Notice of all Board meetings shall be posted at the designated location or locations on the Condominium property (as designated by a duly-adopted Association Resolution) at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any Board meeting at which a special assessment, or at which amendment to rules regarding Unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the Unit Owners not less than fourteen (14) continuous days prior to the meeting and posted at the designated location on the Condominium property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice, and filed among the official records of the Association.

**5.8 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President or Vice President, and must be called by the President or Secretary at the written request of two-fifths (2/5) of the Directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings.

**5.9 NOTICE TO BOARD MEMBERS/WAIVER OF NOTICE.** Notice of Board meetings shall be given to all Directors personally or by mail, telephone, telegraph, or by facsimile, which notice shall state the date, time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Additionally, a Director may consent in writing to receive notification by electronic transmission (email). Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**5.10 QUORUM.** Except as otherwise provided in this Article, a quorum at

meetings of the Board shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration of Condominium, the Articles, these Bylaws, or by law. Directors may not vote by proxy. Directors shall vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

**5.11 ADJOURNED MEETINGS.** The majority of those Directors present at a Board meeting may adjourn the meeting from time to time, provided notice of such newly scheduled meeting is given as required hereunder. At any newly-scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**5.12 JOINDER IN MEETING BY APPROVAL OF MINUTES.** The subsequent joinder of an absent Director in the action of a Board meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; provided, however, the joinder of a Director as aforesaid shall not be used for the purposes of creating a quorum.

**5.13 PRESIDING OFFICER.** The presiding officer at Board of Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, a majority of the Directors present may designate any person to preside.

**5.14 ORDER OF BUSINESS.** If a quorum has been attained, the order of business at Board of Directors' meetings shall be:

- A. Proof of due notice of meeting;
- B. Reading and disposal of any unapproved minutes;
- C. Report of officers and committees;
- D. Election of officers;
- E. Unfinished business;
- F. New business;
- G. Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer of the meeting.

**5.15 MINUTES OF BOARD MEETINGS.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners or their

authorized representatives, at any reasonable time. The Association may post approved minutes on the Association's website. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act. Minutes for all membership meetings must be reduced to written form within fourteen (14) days of the date of the meeting.

**ARTICLE 6.  
POWERS AND DUTIES OF BOARD**

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. These powers and duties of the Board of Directors shall include without limitation the following:

- A. Inspecting, operating, maintaining, repairing and replacing the common elements and Association real and personal property.
- B. Determining the common expenses required for the operation of the Association and the Condominium.
- C. Collecting the assessments for expenses from Unit Owners.
- D. Adopting and amending rules and regulations concerning the operation and use of the common elements, Condominium property, and the Condominium Units.
- E. Maintaining accounts at depositories on behalf of the Association and designating the signatories therefor.
- F. Purchasing, leasing, mortgaging or otherwise acquiring title to units or other property in the name of the Association, or its designee. However, such authority is subject to the prior approval of not less than a majority vote of the voting interests present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.
- G. Selling, leasing, mortgaging or otherwise dealing with units acquire, and subleasing units leased, by the Association, or its designee.
- H. Obtaining and reviewing insurance necessary or required for the administration and operation of the Association and the Condominium property.

I. Obtaining loans to maintain, repair or replace portions of the Condominium property for which the Association is responsible. However, no loan may be obtained without the prior approval of a majority of the voting interests voting in person or by proxy at a meeting held for such purpose, except that approval of the voting interests is not required if it is determined that it is necessary to obtain the loan: 1) to preserve the safety and soundness of the Condominium property; 2) to prevent injury to persons or personal property; or 3) to comply with any governmental orders or regulations.

J. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

K. Employing and dismissing the personnel necessary for the maintenance and operation of the common elements.

L. Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

M. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, not to exceed the maximum amount permitted by law in any one case.

N. Adopting hurricane shutter and lanai enclosure specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

O. Convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

P. Authority to Levy Fine. In addition to the remedies as identified in Section 1 above, the Association may levy a fines for failure of a Unit Owner, tenant, occupant, guest, licensee or invitee to comply with the Declaration of Condominium, the Bylaws or Association Rules. The Association may impose fines in the following manner:

(1) Appointment of Fining Committee. The Board shall appoint a Fining Committee, which shall be composed of at least three (3) Owners who are neither Board members nor persons residing in a Board member's household.

(2) Notice of Hearing. At least fourteen (14) days prior to levying a fine, the Association shall provide written notice to the Unit Owner and alleged violator (if not the same person) by service of process, which notice shall include the following:

(a) A short plain statement of the matters asserted by the Association to constitute the violation(s), including but not limited to the specific violation alleged, the date, time and location of each alleged violation for which a fine may be imposed;

(b) A statement that the Association will provide a hearing before the Fining Committee not less than fourteen (14) days after receipt of service of process. The date, time and place of the hearing will be stated in the notice;

(c) A statement that the Unit Owner and the alleged violator (if not the same person) will have an opportunity at such hearing to respond to the alleged violation(s), present evidence and provide written and verbal argument on all pertinent issues, as well as to review, challenge and respond to any material considered by the Fining Committee.

(3) Hearing. The Fining Committee shall consider all evidence and testimony presented at the hearing prior to the determination whether there was a violation and whether and in what amount to impose a fine. In the event a violation is proven to the satisfaction of the Fining Committee, the Fining Committee shall determine the amount of the fine, if any, which shall be levied, consistent with Paragraph (4) below. The Fining Committee's determination shall be transmitted to the Board, which shall formally approve and levy the fine provided by that determination. After a fine is levied, the Association shall provide a demand for payment to the Unit Owner and/or violator. Fines shall be paid in full within thirty (30) days of receipt of the Association demand for payment.

(4) Amount of Fine. The Fining Committee shall levy a reasonable fine not to exceed the amount of One Hundred Dollars (\$100.00) per violation, provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day, up to a maximum of One Thousand Dollars (\$1,000.00).

(5) Failure to Pay. An Unit Owner shall be responsible for paying all fines properly levied against the Unit for a violation by any person who is on the condominium property with the express or implied permission of the Unit Owner, including without limitation, the Unit Owner's tenants, occupants, guests, family members, licensees, or invitees. In the event a Unit Owner refuses or otherwise fails to pay a fine,



the Association may proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorneys' fees of the Association incurred incident to such collection action. A fine shall not be a lien against a Unit. Failure or refusal to pay a fine shall be a violation of these Bylaws and the Declaration of Condominium.

(6) Inapplicability of this Article. The requirements of this Article shall not apply to the imposition of suspensions, fines or fees upon any member because of the failure of the Unit Owner to pay assessments or other charges when due if such action is authorized by the governing documents.

Q. Contracting for the management and maintenance of the Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and regulations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

R. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

S. The Association has the power to enter into agreements, to purchase any land or recreation lease, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. The Association has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners. However, the Association may not acquire or enter into agreements acquiring these leaseholds, memberships, or other possessory or use Interests except as authorized by a majority of all voting interests in the Association and may not purchase any land except by the approval of two-thirds (2/3) of all voting interests in the Association. The purchase price, rental fees, membership fees, operations, replacements and other expenses shall be a Common Expense.

T. Exercising: (i) all powers specifically set forth in the Declaration of Condominium, the Articles, these Bylaws and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers granted by Chapters 617 and 718, Florida Statutes, by statute or other law to a Florida corporation not for profit.

#### **ARTICLE 7. EMERGENCY BOARD POWERS**

In the event of any "emergency" as defined in Article 7G below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

A. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

B. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

C. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

D. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

E. Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

F. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

G. For purposes of this Article only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) a state of emergency declared by local civil or law enforcement authorities;

- (2) a hurricane watch or warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

## ARTICLE 8. OFFICERS

**8.1 EXECUTIVE OFFICERS.** The executive officers of the Association shall be a President, Vice-President, Treasurer, and Secretary. All officers shall be elected by the Board of Directors. No officer except the President need be a member of the Board, shall be a member or designated voting representative. All officers may be peremptorily removed at any properly noticed Board meeting by concurrence of a majority of all of the Directors. A person may hold more than one (1) office. No person shall serve as an officer for more than three (3) consecutive years, after which time such shall vacate the position and not be eligible to serve as an officer of the Association for one (1) year. No person shall sign an instrument or perform an act in the capacity of more than one office. All executive officers must be members, spouses of members of the Association or the designated voting representative of a unit. The Board of Directors from time to time shall elect such other assistant officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

**8.2 PRESIDENT.** The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association. The President must be a member of the Board of Directors. The President shall preside at all Board meetings, except as otherwise provided herein, and membership meetings and shall sign all documents and instruments on behalf of the Association. The President shall have supervisory authority over the affairs of the

Association and the other officers, and the power to appoint committees.

**8.3 VICE-PRESIDENT.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the Board of Directors or the President.

**8.4 SECRETARY.** The Secretary shall keep the minutes of all proceedings of the Board of Directors and the members, shall attend to the giving of all notices to the members and Directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board of Directors or the President.

**8.5 TREASURER.** The Treasurer shall have custody of all funds of the Association, including money, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board of Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

**8.6 DELEGATION OF FUNCTIONS AND REIMBURSEMENT.** The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions. Upon request, the Association may reimburse a Director or officer for reasonable expenses incurred on behalf of the Association.

## **ARTICLE 9. COMMITTEES**

**9.1 APPOINTMENT AND REMOVAL.** In addition to the authority of the President, the Board of Directors may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee members.

**9.2 NOTICE.** Any committee authorized to take final action on behalf of the

Board, or to make recommendations to the Board regarding the Association's budget, shall conduct their affairs in the same manner as provided in these Bylaws and by law for the Board of Directors. All other committees may meet and conduct their affairs according to rules which the committees shall duly adopt. Notwithstanding any other law or documentary provision, the requirement that certain committee meetings be open to the Unit Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

**9.3 TERM OF OFFICE.** Each member of a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the member be removed from the committee, the member resigns, or unless such member shall cease to qualify as a member thereof.

**9.4 QUORUM.** Unless otherwise provided in the resolutions of the Board of Directors designating the committee, a committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting at which a quorum is present shall be the act of the committee.

**9.5 SCOPE AND RULES.** Each committee shall abide by the scope and stated purpose of the committee as defined by the Board of Directors, and may adopt rules for its operation not inconsistent with these Bylaws and with rules adopted by the Board of Directors.

**9.6 REPORTS AND ACTION.** Every committee shall report its findings directly to the Board of Directors. A committee may not take action on behalf of the Association and the Board of Directors unless the Board adopts a written resolution specifically empowering the committee to take such action.

**9.7 CANDIDATE SEARCH COMMITTEE.** A Director candidate search committee composed of not less than three (3) members may be appointed by the Board of Directors not less than ninety (90) days prior to the annual membership meeting. The purpose of the committee shall be to seek qualified Director candidates and encourage those persons to nominate themselves as a Director candidate, as more fully detailed in Article 5 hereof. The candidate search committee shall in no event nominate or recommend a specific candidate to run for a Director position, but shall generally recruit and encourage eligible persons to nominate themselves as Director candidates.

**9.8 OTHER COMMITTEES AND CHAIRPERSON.** The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint and remove committee members, and designate the

chairpersons of each committee. One member of each committee shall be appointed the chair of the committee.

**9.9 VACANCIES.** Vacancy in the members of any committee may be filled by the Board of Directors or President, as applicable, in the same manner as provided in the case of original appointments.

**9.10 EXECUTIVE COMMITTEE.** The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power:

- A. To determine the common expenses required for the affairs of the Condominium;
- B. To determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium;
- C. To adopt or amend any rules and regulations governing the details of the operation and use of the Condominium property; or
- D. To fill vacancies on the Board of Directors.

#### **ARTICLE 10. COMPENSATION**

There shall be no compensation for officers or Directors of the Association, except for reimbursement of expenses properly incurred by such officer or Director in furtherance of Association business.

#### **ARTICLE 11. RESIGNATIONS**

Any Director, officer or committee member may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any Director, officer or committee member shall constitute an automatic resignation of

such Director or officer without need for a written resignation. Within three (3) days of a resignation from his or her position, the former Director, officer or committee member must return all Association property, including all Association records.

## **ARTICLE 12. FISCAL MATTERS**

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

**12.1 ANNUAL BUDGET.** The Board of Directors shall adopt a budget of common expenses for administration, operation and maintenance of the Condominium property by the Association. Copies of the proposed annual budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered and adopted, shall be mailed to or served on the owners of each Unit not less than fourteen (14) days before the Board meeting at which the budget will be considered. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

**12.2 STATUTORY RESERVES.** In addition to annual operating expenses, the budget(s) shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of the Association have determined, by a majority vote of those present at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of those present at a duly called meeting of the Association.

**12.3 OTHER RESERVES.** The Board may establish one or more non-statutory reserve accounts for general deferred maintenance and capital expenditures. The amounts proposed to be so reserved shall be included in the proposed annual budget.

**12.4 ASSESSMENTS; INSTALLMENTS.** Funds for the payment of the common expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing common expenses as provided in the various Declaration of Condominium. Regular annual assessments based on an adopted budget shall be payable in quarterly installments as provided in the Declaration.

**12.5 SPECIAL ASSESSMENTS.** Special assessments may be levied by the Board of Directors as necessary to conduct the affairs of the Association. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Article 5.7 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected pursuant to a special assessment must be spent only for the stated purpose(s).

**12.6 FIDELITY BONDS.** Fidelity bonds shall be required of all persons who control or disburse funds of the Association (i.e., those individuals authorized to sign checks and the Manager, President, Secretary and Treasurer of the Association). The fidelity bonds or insurance policy must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds are a common expense.

**12.7 FINANCIAL REPORTS.** Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand-deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. Financial statements (whether it be a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement) shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Association Board of Directors may elect to provide a greater level of financial review than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Unit Owners may vote to reduce the level of financial reporting prepared or caused to be prepared. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken.

**12.8 FISCAL YEAR.** The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a resolution

Amended and Restated Bylaws

Fairway Trace At Peridia II Condominium Association, Inc.

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establishing a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

**12.9 DEPOSITORY.** The depository of the Association may be such bank, banks or other federally insured depository as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All funds shall be maintained separately in the Association's name.

**12.10 EMPLOYEE COMPENSATION.** The Board of Directors shall determine the compensation to be paid to corporate employees. No compensation shall be paid to Directors or officers who are members or who are officers of member corporations, but they may be reimbursed for reasonable expenses paid by them for the benefit of the Association.

**12.11 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT.** If a Unit Owner shall be in default in the payment of an installment of an assessment, the Board of Directors may accelerate the remaining installments of the annual assessment upon not less than twenty (20) days notice to the Unit Owner, delivered by certified or registered mail, return receipt requested, and then the total unpaid balance of the annual assessment shall come due and payable upon the date stated in the notice.

**12.12 APPLICATION OF SURPLUS.** Any payments or receipts to the Association paid during the year in excess of the operating expenses and other common expenses shall be kept by the Association and applied against the Association's expenses for the following year.

**12.13 HOMEOWNERS AND MASTER ASSOCIATION ASSESSMENTS.** The Association may arrange with the Homeowners Association and Master Association (as both are defined in the Declaration) to collect such fees from Unit Owners and to forward said payment on their behalf so as to permit each Unit Owner to issue one assessment check in lieu of three. The Association shall only be responsible to pay the Homeowners Association and Master Association funds actually received by it and such arrangement shall in no way affect or diminish the right of the Homeowners Association or Master Association to file a lien upon a Unit in the event of non-payment.

### **ARTICLE 13. ROSTER OF UNIT OWNERS**

Each Unit Owner shall file with the Association a copy of the recorded deed or

other document showing his or her ownership of a Condominium Unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Each owner shall provide and maintain with the Association the owner's current mailing address, Unit identification, voting certifications, and telephone numbers. Each Unit Owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses and other information by Unit Owners who consent to receive notice by electronic transmission. The electronic mailing transmission addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from the Association's records when consent to receive notice by electronic transmission is revoked by the owner. However, the Association is not liable for an erroneous disclosure of the electronic mailing address or the number for receiving electronic transmission of notices. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

#### **ARTICLE 14. PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium Act, case law, the Declaration of Condominium, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of Unit Owners at Board, membership, and committee meetings, and to otherwise provide for orderly corporate operations.

#### **ARTICLE 15. AMENDMENTS**

These Bylaws may be amended in the following manner:

**15.1 PROPOSAL AND NOTICE.** An amendment to these Bylaws may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within one hundred twenty (120) days of delivery of the petition to the Board.

**15.2 APPROVAL.** A proposed amendment must be approved by not less than a

majority vote of the voting interests present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.

**15.3 EXECUTION AND RECORDING.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County. The Certificate of Amendment must state the Book and Page at which the original Declaration of Condominium was recorded in the Public Records of Manatee County, Florida.

#### **ARTICLE 16. RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, limited common elements, Condominium property, Association property, the operation of the Association, and any other facilities or services made available by the Association. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each Unit Owner upon request, and shall be valid and enforceable notwithstanding whether recorded in the public records. A copy of the Rules and Regulations shall from time to time be posted in a conspicuous place in the Condominium property. However, failure to post the rules in the Condominium shall not invalidate an otherwise lawfully adopted rule.

#### **ARTICLE 17. 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 18. MANDATORY ARBITRATION OF DISPUTES**

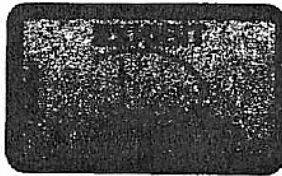
Prior to commencing litigation, unresolved disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

#### **ARTICLE 19.**

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Fairway Trace At Peridia II Condominium Association, Inc.  
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### **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 Condominium; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.



**PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS  
COMMON EXPENSES AND COMMON SURPLUS**

As each Phase of the Condominium is submitted to condominium ownership, such percentage of ownership shall be equal to a fraction in which the numerator is 1 and the denominator is the total number of units submitted to condominium form of ownership.





# FAIRWAY TRACE

## AT PERIDIA

### RULES & REGULATIONS

APRIL, 2010

#### FVT Rules & Regulations

### FAIRWAY TRACE AT PERIDIA HOMEOWNERS ASSOCIATION, INC.

#### Rules and Regulations - Effective April 20, 2010

The Board of Directors enacts Rules and Regulations to preserve and protect Unit Owners capital investment in Fairway Trace and so that all residents benefit from an aesthetically pleasing and orderly community.

These Rules and Regulations supplement Florida Statute 718 (in part), the By-Laws and Articles of the Declaration of Condominium for Fairway Trace at Peridia I and II and apply to all owners, tenants, occupants, their children and guests.

Any infractions of the Rules and Regulations should be reported to AMI Advanced Management of Southwest Florida, Inc., (941) 359-1134.

Suspicious occurrences should be reported to 911 immediately.

For purposes of simplification in these Rules and Regulations:

"Unit" means the living area and covered parking space provided to that Unit and is an indivisible entity for purposes of sale or rental.

"Board of Directors" means the Board of the association having jurisdiction over the Unit or facility such as Fairway I, Fairway II or Homeowners.

"Association" means the association in which the Unit or facility is located.

#### Part A - General

1. Units shall be used for single family residential purposes only. Single family residential use means a single housekeeping unit composed of no more than six persons sleeping over on any night. In the case of Fairway Trace I only, this limitation excludes visitors whose stay does not exceed two weeks.
2. Unit Owners are entitled to the peaceful possession of their property. No nuisances or practices that are a source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents are permitted. Nuisances include noise from any source, e.g. TV, stereo, radio, musical instruments, motorcycles or any noisy vehicle whatsoever.
3. There shall be no business or commercial use of any Unit and no

of Directors, including a picture of the proposed antenna and an identification of the proposed location.

9. No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than the receptacles provided therefor, so that each Unit, and the common elements shall at all time remain in a clean and tidy condition.

10. (Fairway Trace I only.) Rubbish, refuse, garbage and trash shall be placed at curb side in trash containers or in securely fastened sturdy plastic, non-see-through, garbage bags, the morning of pickup. Yard waste will be picked up by contractor on regular work days. County picks up bundled yard waste on Saturdays.

11. (Fairway Trace II only.) Rubbish, refuse, garbage and trash shall be placed in securely fastened sturdy plastic bags and deposited in the dumpster designated for Unit Owner's building. Condo yard waste should be placed outside the dumpster enclosure in the area designated by the Board and will be picked up by the landscape contractor on a regular work day.

12. No discharge of hazardous waste products including paint, gasoline, oil, anti-freeze, solvents, cleaning fluids or similar solutions shall be made on the common elements as all street drains discharge into our ponds and lakes.

13. Window tinting is allowed, but must be approved in advance by the Board of Directors and must be of Gray Luminar Window Film R-30 G SR CDF or equivalent..

14. It is in the interest of all Unit Owners to maintain uniformity in the exterior window appearance of our Units and buildings. Any draperies, curtains, blinds, or other window coverings whatsoever placed or installed in an exterior window of any Unit shall have a neutral (white or off-white) colored surface or drape lining facing the outside.

NOTE: There shall be no attention-getting object visible through a window to the outside to destroy the uniformity of the condominium appearance.

15. All exterior doors shall be painted the color approved by the Association. The addition of storm doors, screen doors, vinyl, glass and screen enclosures and hurricane shutters shall be approved in advance by the Board of Directors, and shall conform to Association standards. NO CHANGES OR ADDITIONS SHALL BE MADE to the

business signs of any kind (excepting warning signs of security systems in place) are permitted on any portion of the Unit.

4. No unlawful, immoral, improper or offensive use shall be made of the condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirement of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. No Unit Owner shall permit any use of his Unit or make use of common elements that will increase the cost of insurance on the condominium property.

6. ONE DOMESTICATED ANIMAL may be kept as a pet. Pets must be no more than 25 pounds in weight, properly vaccinated for rabies, and must be licensed. Pets must be registered with the Board of Directors prior to being brought onto the Condominium Property. Pets are not permitted to be walked near the pool area, and are not permitted to be "staked out" unattended on Condominium Property. State law requires that pets must be kept on a leash when outside the home, and the pet owner must carry equipment for the immediate clean up of his or her pet's waste. Unit Owners are responsible to ensure that their pets make no noise which could be a nuisance to other Unit Owners in their Units. Any violation of the rules governing the right to have pets may result in the revocation of the right to keep the pet. Potentially dangerous animals are not permitted, whatsoever.

7. All drying or hanging of clothes, towels or other unsightly objects by line, rack or otherwise, which is visible outside the Unit, is prohibited.

8. (Fairway Trace I only.) Antenna or antenna dishes of over 18 inches in size are prohibited. Satellite dishes of 18 inches or less in size may be allowed upon approval of the Board of Directors or its designated committee. The Board reserves the right to review and approve the location of the antenna to minimize its view from the street side or adjoining properties. The Board may require reasonable architectural guidelines which do not impair the signal reception, including painting of the antenna and landscape or other visual screening. For purposes of "approval", impair shall be defined as: 1) unreasonable delay in installation, maintenance or use of antennas; 2) unreasonably increasing the cost of installation, maintenance or use; or 3) precluding acceptable signals. A written request for approval shall be submitted to the Board

20. Nothing of a combustible nature may be kept or stored in a Unit or garage which will increase the cost of insurance or pose a danger to residents.

21. (Fairway Trace II only.) Lawn ornaments or statuary of any kind, decorative flags, wind chimes, windmills, bird houses, or bird baths are not permitted outside the Unit. Any object that could become a missile during a storm or, which might interfere with lawn care, are not permitted outside the Unit. Flowers, planted in the ground, are permitted in the veranda courtyard areas as well as around the garages and the back of the buildings. No vegetables, herb plants, or fruit trees are permitted. Two Shepherd's crooks are allowed for each 8-plex building, and three are allowed for the 12-plex building. The Shepherd's crooks may be either single or double and with white only hanging basket and these must be stored inside when an owner leaves for the summer. Two decorative garden stones in the limited common element are permitted. No personal plants are permitted in the center courtyard.

22. (Fairway Trace II only) All furniture on verandas must be white in color. Two (2) chairs and one (1) small table or one (1) two-seat bench and one (1) decorative plant are permitted. Furniture must be against the wall and at least a 36-inch egress is required from the edge of the furniture to the railing or end of the veranda. All loose outdoor items shall be moved indoors during storms or when the Unit is vacant.

23. The Unit Owner or occupant shall shut off the flow of water to the Unit any time any plumbing work is carried out in the Unit and any time the Unit is to remain unoccupied for seven days or longer. In the event a Unit owner does not comply with this rule or does not cause the occupant of the Unit to comply, and damage to a Unit or Units or the common elements or personal property results from such non compliance, that owner shall be liable to the Association for all such damage not covered by Association insurance, as well as the reasonably estimated increase in the Association's utility bill associated with that damage.

24. It is the responsibility of the Unit Owner to see that all guests comply with the restrictions, rules and regulations of the Boards of Directors. Any guest who violates the restrictions, rules or regulations may be required to leave the Condominium property and the owner shall be responsible for any damages.

25. Garage Sales are not permitted. However, Estate Sales may be held but

exterior of any building or Unit without approval of the Board of Directors and if required by the state and county whose permits shall be obtained by the Unit Owner and posted on site. Maintenance of any Unit Owner-added addition and insurance coverage thereof shall be at the cost of the Unit Owner.

16. HURRICANE SHUTTERS SHALL REMAIN OPEN DURING DAY LIGHT HOURS EXCEPT DURING VIOLENT STORMS OR THROUGHOUT THE HURRICANE SEASON.

(Fairway Trace I only) HURRICANE SHUTTER GUIDELINES follow:

- An Architectural Request Form must be submitted prior to approval of installation
- Shutters must be white or clear.
- Shutters may only be installed or closed not more than 3 days before a hurricane is forecast to hit the area
- Shutters must be removed or opened not more than 5 days after a hurricane has hit the area

(Fairway Trace II Only) the Hurricane Shutter Policy is available at [www.amiwra.com/](http://www.amiwra.com/)

17. (Fairway Trace I only.) Proposals for all Security Light Installations must be submitted to the Association Board of Directors prior to installation. Each written request must include a sketch of the proposed installation. Those installations that are to be hard-wired to the electrical system must be accompanied by a licensed, insured and qualified electrician's proposal. Security Lights shall be of the "Motion Sensitive" type intended for Security only, and shall not be used as "flood lights" or be turned on for extended periods. Fixtures shall be either white or metallic (silver) in color and shall be installed in such a way that the illumination will not be a nuisance to neighbors.

18. All contracted repairs to any plumbing or to electrical wiring or heating and air conditioning equipment within a Unit shall be made by persons authorized, insured and licensed by proper government authorities to do such work. Such persons will also provide evidence of proper current insurance coverage.

19. All barbecuing must be done at a safe distance from buildings sufficient to preclude fire or smoke damage. No barbecuing shall be permitted in covered lanais, covered entries or garages. The storage of propane and inflammable substances is not allowed in the lanais or living areas of Units as per Fire Department requirements.



only with prior Board approval. An Estate Sale is generally considered to be a sale of goods and contents of a Unit in conjunction with the sale of the Unit or the liquidation of a Unit Owner's personal property. Board approval must be received in advance of the sale date.

## Part B - Vehicles and Parking

1. **RESIDENT VEHICLES ARE LIMITED TO TWO PER UNIT** which does not include vehicles of overnight guests. Parking any vehicle at any time on lawns or an unpaved area not intended for parking is prohibited as the sprinkling system pipes are not set deeply in the lawn area and could become damaged.
2. The covered parking spaces are intended for vehicles. Unit Owners and lessees or tenants shall park at least one of their vehicles inside the covered parking space provided to the Unit. The open (outside) parking spaces are intended for visitors and service vehicles. Passenger automobiles, passenger station wagons, custom vans and non-commercial trucks only are permitted. Motor homes and trailers may not be parked overnight in open parking spaces.
3. Garage doors are to be kept closed except for ingress and egress, or when garage is otherwise in use. (Fairway Trace I only.) Doors may be left open no more than six (6) inches, if desired for ventilation.
4. Vehicles with lettering denoting a commercial business or enterprise are prohibited from open parking spaces. This prohibition shall not apply to temporary parking of commercial vehicles required for pickup, delivery, repairs and any commercial service to the Condominium, Associations, Unit Owners and Residents.
5. (Fairway Trace I only.) All golf carts shall be electric powered and shall be parked and stored within the garage when not in use.
6. (Fairway Trace II only ) Because the electricity in garages is a community expense, Unit Owners will be billed for excessive usage such as for major appliances and riding golf cart or electrical car recharging.
7. It is prohibited to use open parking spaces to perform mechanical work on any motor or recreational vehicle.
8. Car washing is allowed. Only clearly labeled biodegradable cleaning products may be used for this purpose because all street drains discharge into our ponds and lakes.
9. **THE SPEED LIMIT** within Fairway Trace is 12 miles per hour.

FWT Rules & Regulations

Part C - Rental and Sales

1. Approval by the Board of Directors, or their designated representative, is required prior to the sale, lease, transfer or occupancy of any Unit. Approval is obtained by application to the Board and must be accompanied by a non-refundable fee of one hundred dollars (\$100.00) from the tenant, purchaser or present owner, made payable to the Association, and forwarded to the management company. Lease and sales transactions may also be subject to local and state taxes.
2. Prior to the sale of any Unit, the seller must furnish the buyer a copy of the condominium documents and the latest copy of the Fairway Trace Rules and Regulations as required by Florida statute.
3. No Unit may be rented for a period of less than three (3) months. Subleasing of a Unit is not permitted.
4. Units that are rented shall be occupied only by those persons identified on the lease application. Overnight guests may stay in the Unit only when the lessee is present.
5. No Unit shall be divided or subdivided for any purpose.
6. Upon entering a lease agreement, the Unit Owner waives in favor of the tenant any right to use the Fairway Trace recreational facilities. A tenant of any Unit Owner shall have the same right to use said recreational facilities as the owner of said Unit had. The owner may (optional) relinquish golf, tennis and clubhouse privileges to the tenant by supplying a notification letter to Peridia Golf and Country Club with membership card attached.
7. THE UNIT OWNER WILL FURNISH THE LESSEE OR TENANT A COPY OF THESE RULES AND REGULATIONS, AND WILL ADVISE THE LESSEE OR TENANT THAT COMPLIANCE IS REQUIRED OF ALL OCCUPANTS OF THE UNIT.
8. (Fairway Trace II only) Posting of "For Sale" or "For Rent" or other displays or advertising is not permitted on any part of the common elements, or Units, excepting for space specially provided for such signs on the notice board in the cabana.
9. (Fairway Trace I only). A "For Sale" sign will be allowed so long as it meets the following specifications: the sign must be an 18" X 10" green oval with a white border and white lettering. The top line is to contain

FWT Rules & Regulations

2" lettering, the second and third lines are to contain 1" lettering, and the 4th and final line is to contain 1.25" lettering for the contact phone number. The sign must be mounted on a metal pole and may be placed in a conspicuous location. No "For Rent" signs are permitted.

### POOL RULES

Pool for use of residents and guests only.

Pool Hours — 7:00 A.M. to 10:00 P.M.

Pool Limit — 17 persons. Pool area limit — 6 from any one Unit.

Diapered persons are not permitted in pool. Children must be toilet trained. Portable wading pools permitted for children not toilet trained.

Children under age 14 must be supervised by an adult.

Swimmers must wear bathing suits — no cut-offs, jeans, etc.

Persons with open sores or bandages not permitted in pool.

Shower required before entering pool.

Skin must be free from suntan oil.

No diving, jumping, running, or boisterous behavior permitted.

No animals allowed in pool or cabana area.

Radios or stereos may only be used with headsets.

Food restricted to cabana (except at Board approved functions). Drinks are to be in unbreakable containers.

Pool furniture is to be covered by towels during use. No towels are to be hung on fence.

Holding lounges and chairs for persons absent not permitted. Arrange lounges neatly in upright position when leaving.

Pool may not be reserved for private use (also see Cabana Information below)

Smoking is not permitted anywhere within the fenced pool area, or in Cabana

### SPA RULES

*Caution:* Persons with health problems are advised to consult physician before using spa.

Persons with open sores or bandages not permitted in spa.

No person under age 12 permitted in spa. Ages 12 - 14 must be supervised by an adult.

Maximum recommended time in spa — 10 minutes. Maximum temperature — 103°.

Spa limit — 7 persons.

### CABANA INFORMATION

The Cabana may be reserved for private use except for holidays. See bulletin board for information.

Rest rooms are for key holders only.

"Fridays at Five" - Fairway Trace residents are welcome to gather for drinks in the Cabana starting at 5:00 P.M. Fridays. Bring your own favorite beverage and an hors d'oeuvre to share with your neighbors.

No glass containers are allowed in the Cabana.

Before leaving, participants are asked to return furniture to its proper place and to dispose of any leftovers and trash in plastic bags in the dumpster. Tables, counters and floor shall be left free of crumbs to control insects.