

BY-LAWS

OF  
THE FAIRWAYS CONDOMINIUM OF  
LEHIGH ACRES, FLORIDA, INC

A Non-Profit Florida Corporation

ARTICLE I

GENERAL

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

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

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

ARTICLE II

DIRECTORS

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

Section II. Vacancy and Replacement: If the office of any Director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum at a special meeting of directors duly called for this purpose shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

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

Section 4. First Board of Directors: The first board of directors shall consist of Gerald H. Gould, George Levac, Arthur Kessler, and Harry C. Powell, Jr., who shall hold office and exercise all powers of the board of directors until the first membership meeting, anything herein to the contrary, notwithstanding; provided any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers:

a. The property and business of the corporation shall be managed by the board of directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of this condominium as are not, by statute or by the Certificate of Incorporation, the Enabling Declaration, or by these Restrictions and By-Laws, directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

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

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

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

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

(5) To repair and replace common facilities machinery, equipment, and other things;

(6) To insure and keep insured the said building and improvements on the property and the owners against loss from fire, and/or other casualty and the owners against public liability and other such insurance as the Board of Directors may deem advisable. Such insurance may be taken out by the Board of Directors, in the name of the condominium

corporation for the benefit of all the owners, and in the event of damage or destruction of property, real or personal covered by such insurance to use the proceeds to repair and replace the same;

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

(8) To employ an apartment house manager who shall manage the buildings on such terms and conditions as the Board of Directors shall deem appropriate, and to delegate to such manager such powers as may be necessary in connection with the operation of the building; to employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of an apartment house manager in connection with the matters set forth herein.

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

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

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

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

Section 7. Meetings:

a. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present or as soon thereafter as may be practicable. The annual meeting of the Board of Directors

shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

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

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

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

Section 8. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

### ARTICLE III

#### OFFICERS

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

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

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

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

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

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

Section 7. The Treasurer and Assistant Treasurer:

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

b. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the president and directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as treasurer and of the financial condition of the corporation.

c. The assistant treasurer shall, in the absence of, or disability of, the treasurer, perform the duties, exercise the powers and assume the obligations of the treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

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

Section 8. Indemnification of Corporate Officers: Every director and officer of the Association shall be indemnified by the association against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled and not provided for.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV

##### MEMBERSHIP

Section 1. Definition: Membership in the association shall be limited to the owner of a condominium unit who shall automatically become a member of this association and said membership shall be an incident of ownership and not separately transferable.

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

Section 3. Transfer of Membership and Ownership: Membership in the corporation may be transferred only as an incident to the transfer of the transferors' undivided interest in the fee simple title to the land owned in common with all other members of the corporation. Unless otherwise provided herein, such transfers shall only be accomplished with the approval of the Board of Directors, which approval shall not be unreasonably withheld. The method for transfer of ownership and membership is more fully described in the Declaration of Condominium.

ARTICLE V

MEETINGS OF MEMBERSHIP

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

Section 2. Annual Meeting:

a. The first annual meeting of members shall be held on the first Monday in January, 1971.

b. Regular annual meetings, subsequent to 1970, shall be held on the first Monday in January in each year if not a legal holiday, and, if a legal holiday, then on the next secular day following.

c. All annual meetings shall be held at the hour of 7:00 o'clock, P.M.

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

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

f. If the date of the annual meeting falls on a Saturday or Sunday, then the annual meeting shall be held on the first Monday, immediately following.

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

Section 4. Special Meetings:

a. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of ten (10) members. Such request shall state the purpose or purposes of the proposed meeting.

b. Written notice of a special meeting of members, stating the time, place and object thereof, shall be

served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

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

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

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

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

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

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

ARTICLE VI

NOTICES

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

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

ARTICLE VII

FINANCES

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

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

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

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

Section 5. Annual Audit: An audit of the accounts of the association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 15 of the year following the year for which the report is made.

ARTICLE VIII

SEAL

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

ARTICLE IX

HOUSE RULES

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

- a. All condominium units shall be used for residential purposes only for the owners thereof and for their immediate families. They may not be used for any business or commercial use whatsoever.
- b. Condominium unit owners shall not use or permit the use of the premises in any manner which would be disturbing to or a nuisance to other said owners, or in such a way as to be injurious to the reputation of said condominium.
- c. Any condominium unit may be inhabited by as many persons as its owner desires so long as it is consistent with existing law, these restriction, and does not constitute a nuisance.
- d. No pets shall be permitted in any condominium unit or on any property of this condominium unless the approval of a majority of the Board of Directors, in writing, is first obtained.
- e. Common walks and/or areas shall not be obstructed littered, defaced or misused in any manner.
- f. No structural changes or alterations shall be made in any condominium unit except upon the approval of the Board of Directors.
- g. Condominium unit owners shall be liable for any damage to the interiors of same and/or property of the

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condominium association which shall be caused by said owner or such other persons for whose conduct the owner is legally responsible.

h. No signs shall be displayed in, on, or upon any portion of said building by any occupant thereof.

i. No clothes, sheets, blankets, laundry of any kind or other articles, shall be hung out or exposed on any part of the condominium elements. The common walks and common elements shall be kept free and clear of rubbish, debris, and other unsightly materials and shall not be obstructed, littered, defaced, or misused in any manner.

j. No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Board of Directors.

k. The balconies, terraces, walkways and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments, or other objects or for cleaning or rugs or other household items.

l. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.

m. All of the restrictions and limitations as provided for in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

#### ARTICLE X

##### DEFAULT

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

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

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

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

Section 1. Surrender of Condominium Unit: In the event of the legal termination of a certificate and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned condominium unit to the association in good repair, ordinary wear and tear excepted, and the association shall have the right to re-enter and to re-possess the owned apartment. The member, for himself and any successor in interest by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by law.

Section 2. Joint Ownership:

A. Any title to a unit may be owned by more than one owner, either as joint tenants with right of survivorship, as tenants by the entireties, or as tenants in common, but in such event all of the owners of such unit shall be entitled collectively to only one voice or ballot in the management of the affairs of the association and the vote of such owner may not be divided between plural owners of a single certificate. If the owners of any such unit are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject but, if all of the owners of any such unit shall not be present at the meeting, either in person or by proxy, the one or ones so present may cast the vote of all such owners.

SHEPPARD & ALON  
ATTORNEYS AT LAW  
CITIZENS BANK BUILDING  
LEWIS ACRES, FLORIDA 33506

ARTICLE XI

AMENDMENT

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

ARTICLE XII

CONSTRUCTION

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

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

ARTICLE XIII

ARBITRATION

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

Section 2. Every condominium parcel owner has signified his intention to have the decision of the arbitrators made a rule of court (pursuant to Florida statute 57.02) by signing his individual warranty deed and accepting his Certificate of Beneficial Interest from the Association.

ARTICLE XIV

MISCELLANEOUS

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

Section 2. Under no circumstances shall Association property be leased or operated for profit.

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

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

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

MANAGEMENT CONTRACT

THIS AGREEMENT made this 27th day of Feb. 19 70 ,  
by and between HOME OWNER'S SERVICE, INC., a Florida Corporation,  
hereinafter called the "MANAGER", and THE FAIRWAYS CONDOMINIUM  
OF LEHIGH ACRES, FLORIDA, INC., a Corporation not for Profit  
under the Laws of the State of Florida, hereinafter called the  
"ASSOCIATION",

WHEREIN IT IS AGREED AS FOLLOWS:

(1) PURPOSE:

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

(2) TERM:

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

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

SHEPPARD & ALGIN  
ATTORNEYS AT LAW  
CITIZENS BANK BUILDING  
LEHIGH ACRES, FLORIDA 33906

EXHIBIT V

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

(3) DUTIES OF THE MANAGER:

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

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

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

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

collections and expenditures.

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

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

(4) CONSIDERATION:

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

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

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

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

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

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

HOME OWNER'S SERVICE, INC.  
A Florida Corporation

WITNESSES:

Luz D. Christian

Z. B. Gray

By George J. Jones  
President

Attest [Signature]  
Secretary

(SEAL)

THE FAIRWAYS CONDOMINIUM OF  
LEHIGH ACRES, FLORIDA, INC.  
A Florida Corporation

Luz D. Christian

Z. B. Gray

By George J. Jones  
President

Attest [Signature]  
Secretary

(SEAL)

NOT A PUBLIC OFFICIAL  
LEHIGH ACRES, FLORIDA  
RECORD VERIFIED

MAR 2 11 34 AM '70

D. T. FARABEE  
CLERK CIRCUIT COURT  
BY [Signature] D.C.



# The Fairwinds

## OF LEHIGH ACRES, FL A CONDOMINIUM SHEET 1 OF 5

NO.	DESCRIPTION	REMARKS
1		10.71
2		10.71
3		10.71

### APARTMENT ELEVATIONS

### DESCRIPTION OF COMMON ELEMENTS

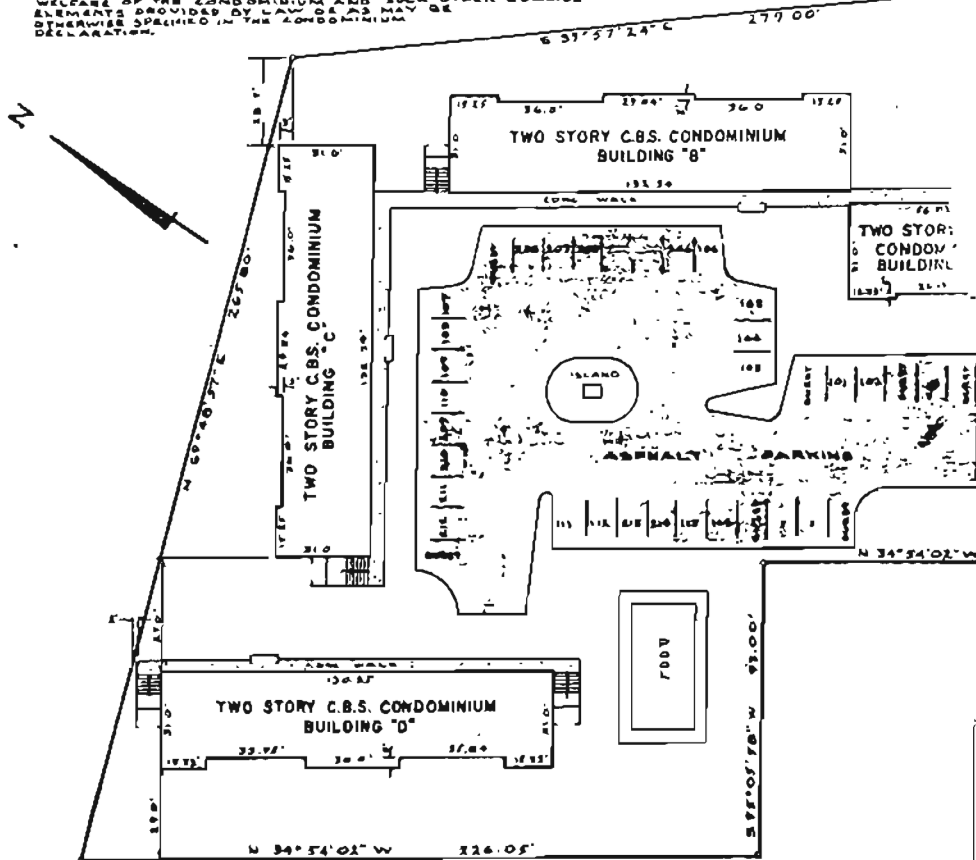
THE REAL PROPERTY ENCOMPASSED BY THIS PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP ALL OF THE IMPROVEMENTS NOT INCLUDED IN THE RESPECTIVE CONDOMINIUM UNIT APARTMENTS INCLUDING INSTALLATIONS FOR FURNISHING UTILITY SERVICES, PERSONAL PROPERTY OR FIXTURES REQUIRED SERVICES TO MAINTAIN THE APARTMENT, INCLUDING BUT NOT LIMITED TO, TANKS, PUMPS, HOISTS, COMMON OUTSIDE STAIRS OR WALKWAYS.

EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING AND OTHER FACILITIES FOR UTILITY SERVICE TO OTHER APARTMENTS.

AN EASEMENT OF SUPPORT IN EVERY PORTION OF AN APARTMENT WHICH CONTRIBUTES TO THE SUPPORT OF INSTALLATIONS FOR THE FURNISHING OF UTILITY SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS OF THE CONDOMINIUM.

THE ROOFS AND INSTALLATIONS, IN CONNECTION THEREWITH, REQUIRED FOR THE FURNISHING OF UTILITY SERVICE TO THE COMMON ELEMENTS.

THE TANGIBLE PERSONAL PROPERTY REQUIRED FOR THE MAINTENANCE AND OPERATION OF THE COMMON ELEMENTS OF THE CONDOMINIUM WHICH ARE RATIONALLY OF COMMON USE OR NECESSARY TO THE EXISTENCE, USE, SAFETY, AND COMMON WELFARE OF THE CONDOMINIUM AND SUCH OTHER COMMON ELEMENTS PROVIDED BY LAW OR AS MAY BE OTHERWISE SPECIFIED IN THE CONDOMINIUM DECLARATION.



**PLOT PLAN**  
SCALE 1" = 30'

EXHIBIT II

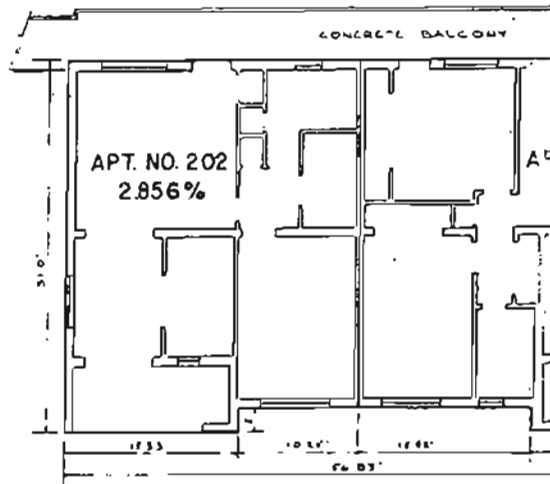


PL: 581 TR: 170

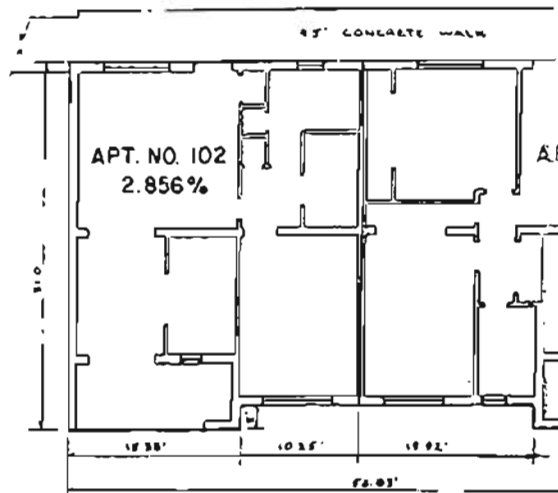
# The Fairways

## OF LEHIGH ACRES, FL

BUILDING "A"  
SHEET 2 OF 5



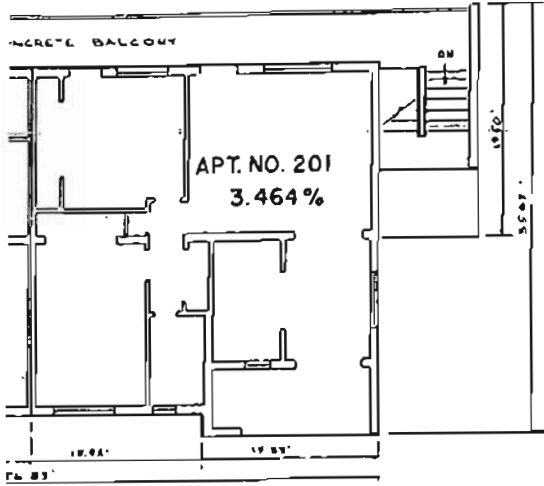
SECOND FLOOR



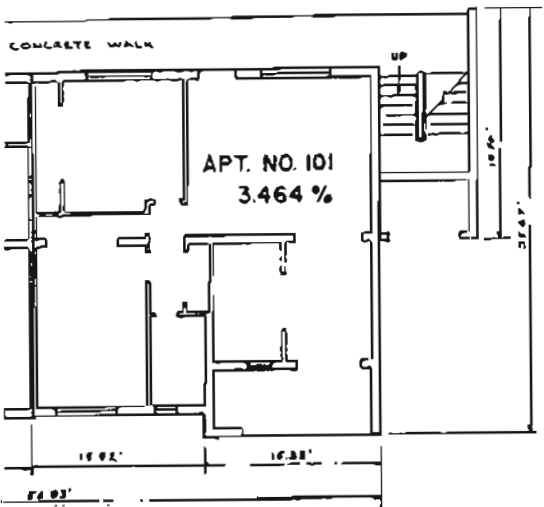
FIRST FLOOR  
SCALE 1/8" = 1'

# 149 Condominium OF RES, FLORIDA, INC.

BUILDING "A"  
SHEET 2 OF 5



2ND FLOOR



FIRST FLOOR  
SCALE 1/8" = 1'

JOB NO. 1694

581 and 172

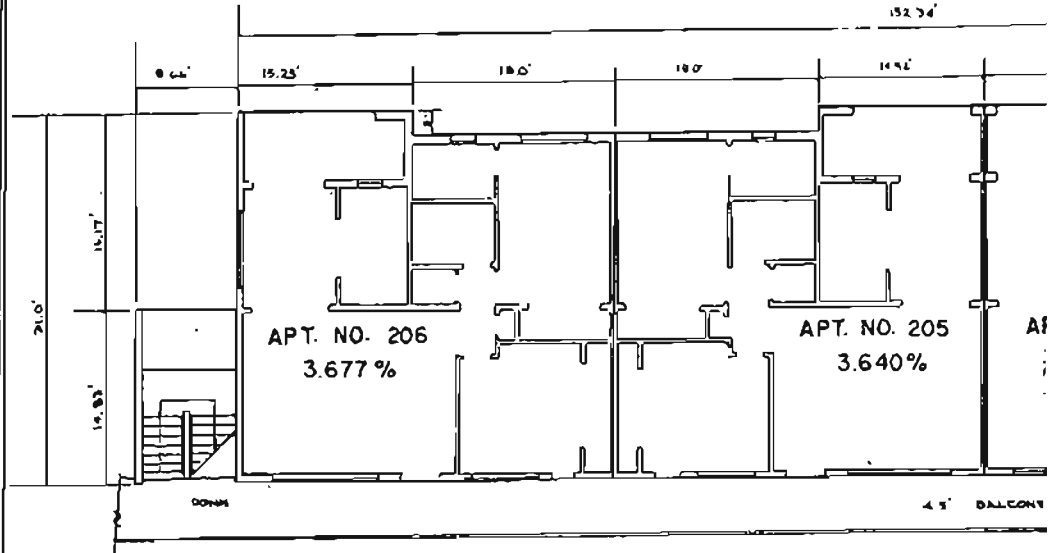
# The Fairways

OF

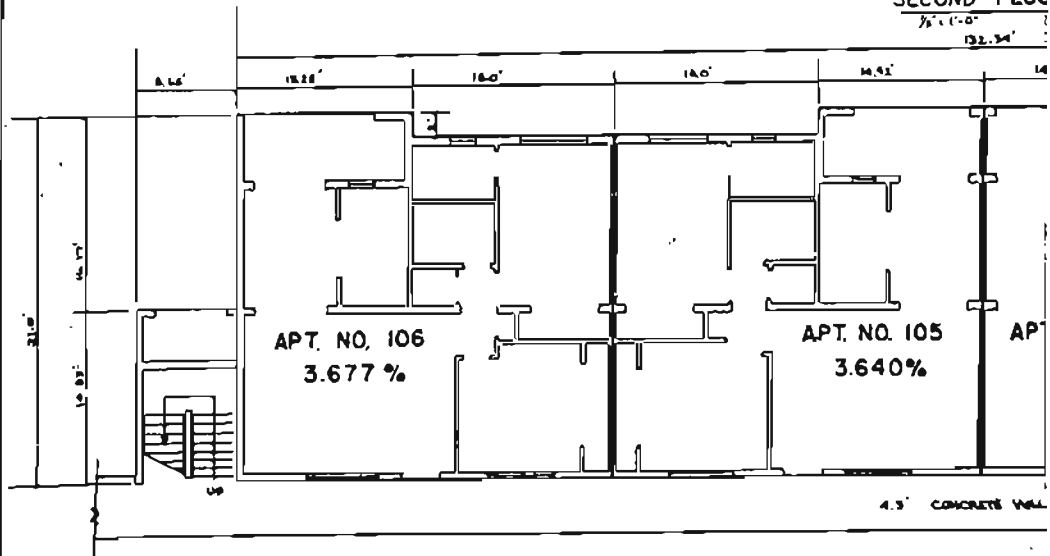
## LEHIGH ACRES, FL



BUILDING "B"  
SHEET 3 OF 5



SECOND FLOOR

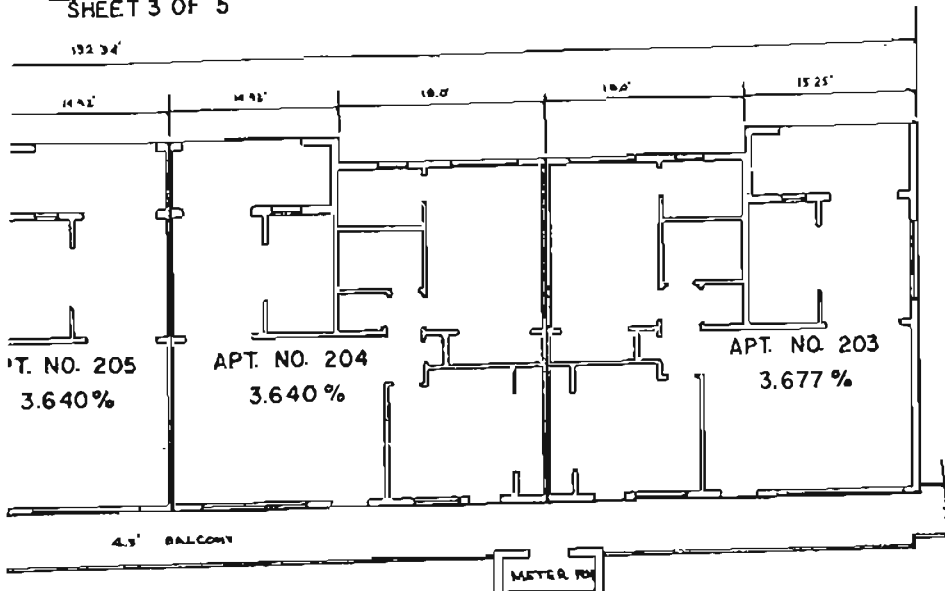


FIRST FLOOR

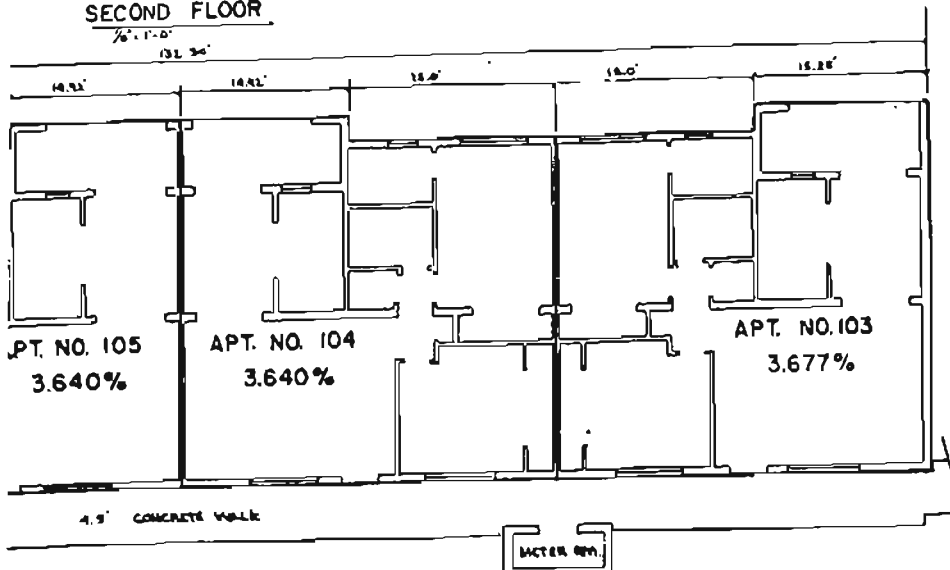
Σ. 581-173

# 144 Condominium OF RES, FLORIDA, INC.

BUILDING "B"  
SHEET 3 OF 5



## SECOND FLOOR



## FIRST FLOOR

JOB NO 1694

#. 581-174

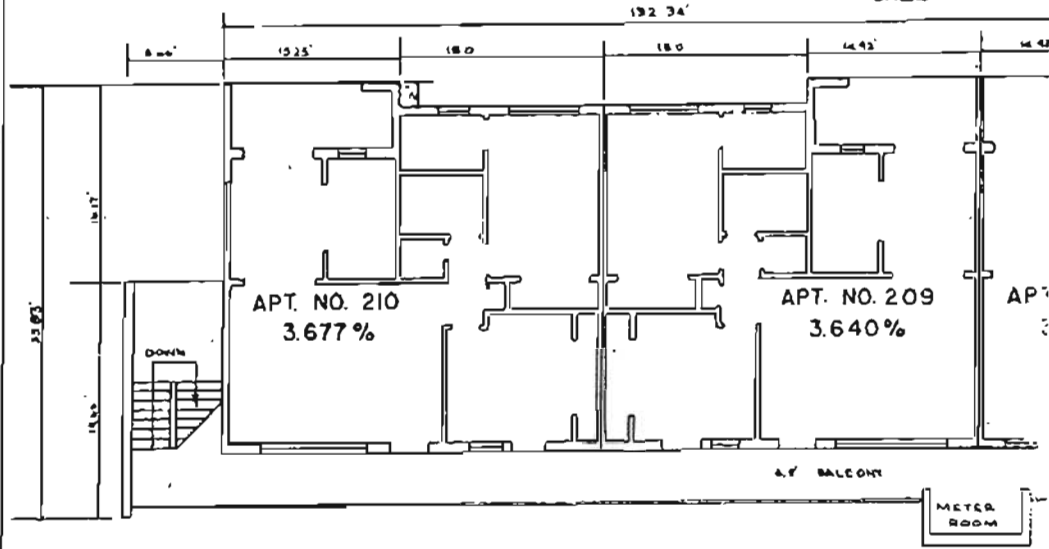
# The Fairways

OF

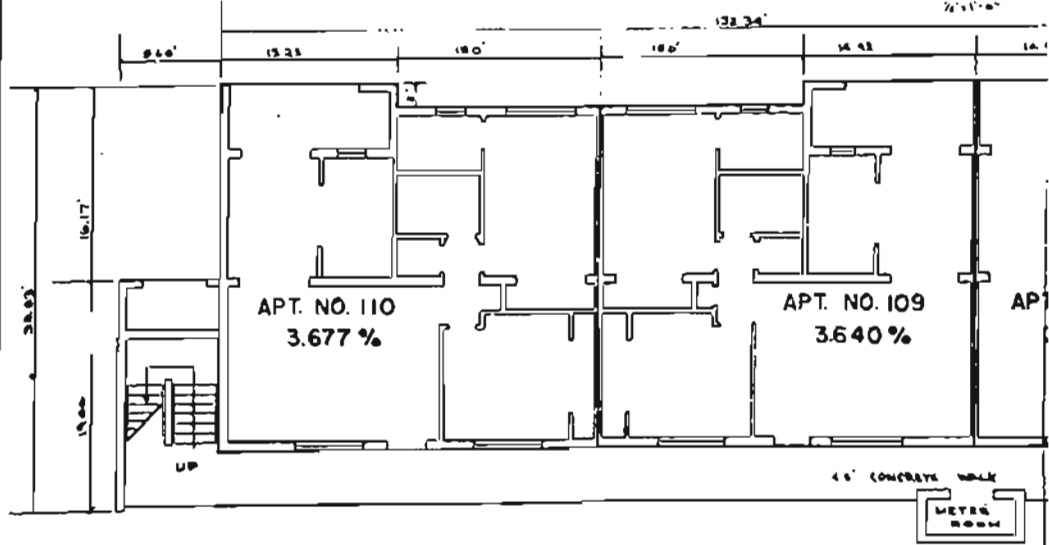
## LEHIGH ACRES, FL



BUILDING 'C'  
SHEET 4 OF 5



SECOND FLOOR

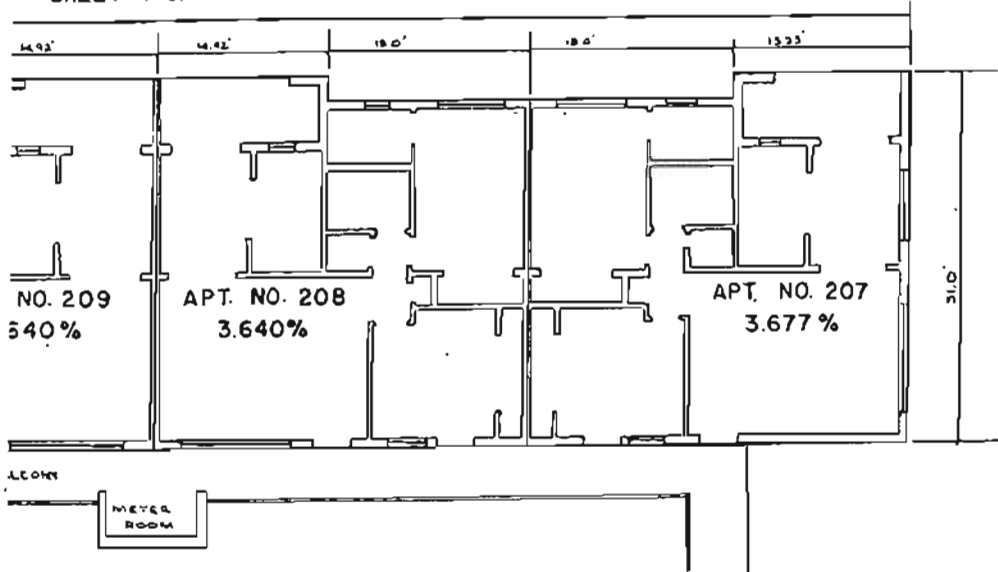


FIRST FLOOR

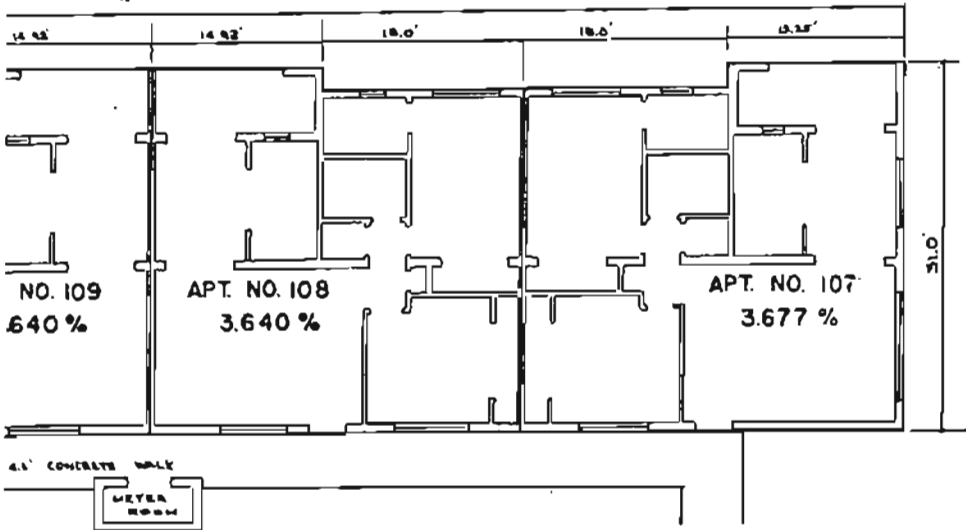
RE: 581 H&M 175

# CONDOMINIUM OF RES, FLORIDA, INC.

BUILDING 'C'  
SHEET 4 OF 5



### SECOND FLOOR



### FIRST FLOOR

JOB NO. 1694

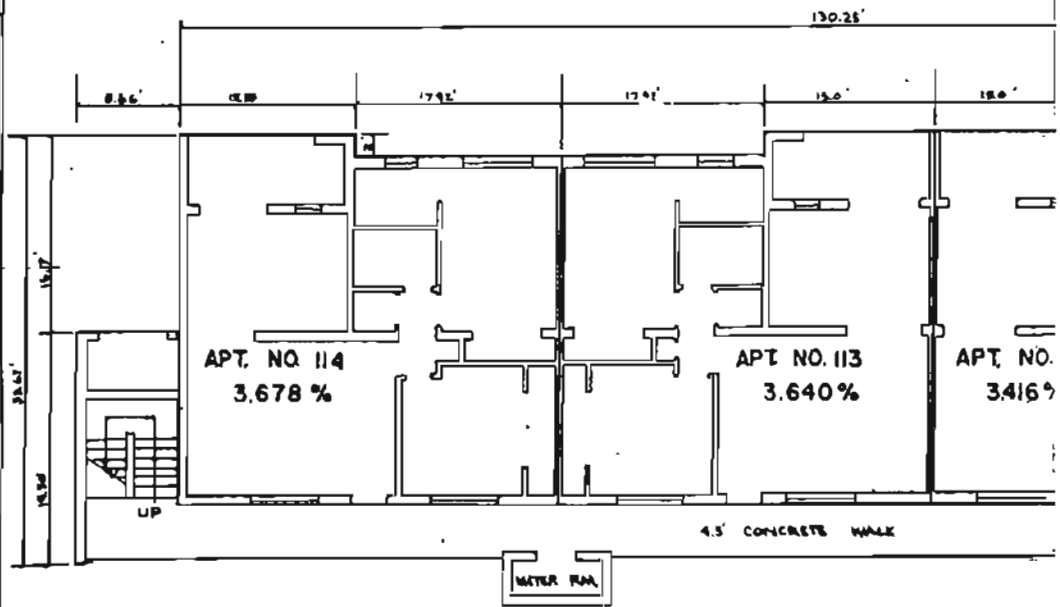
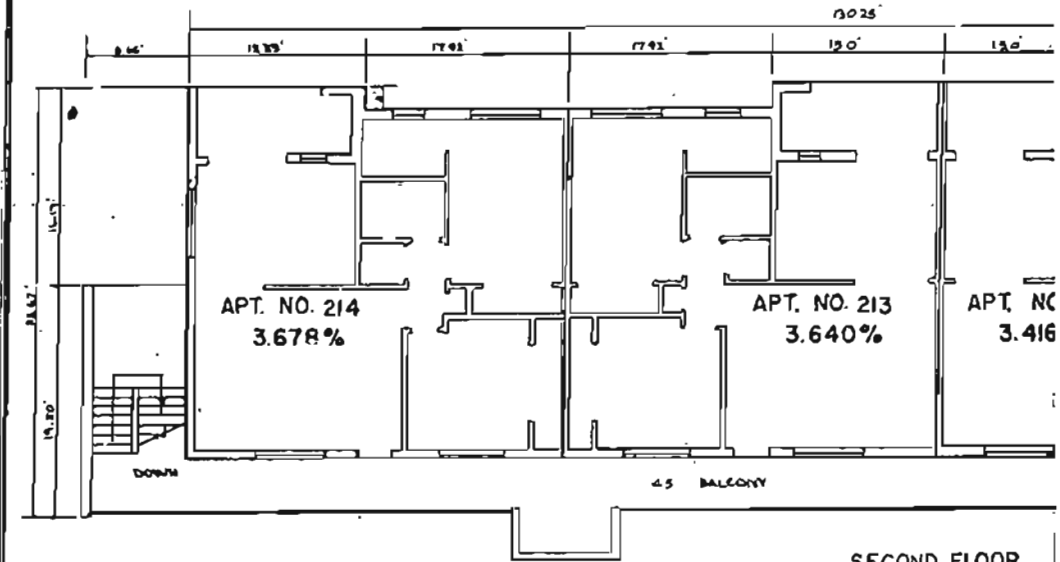
581-176

# The Fairways

OF

## LEHIGH ACRES, FL

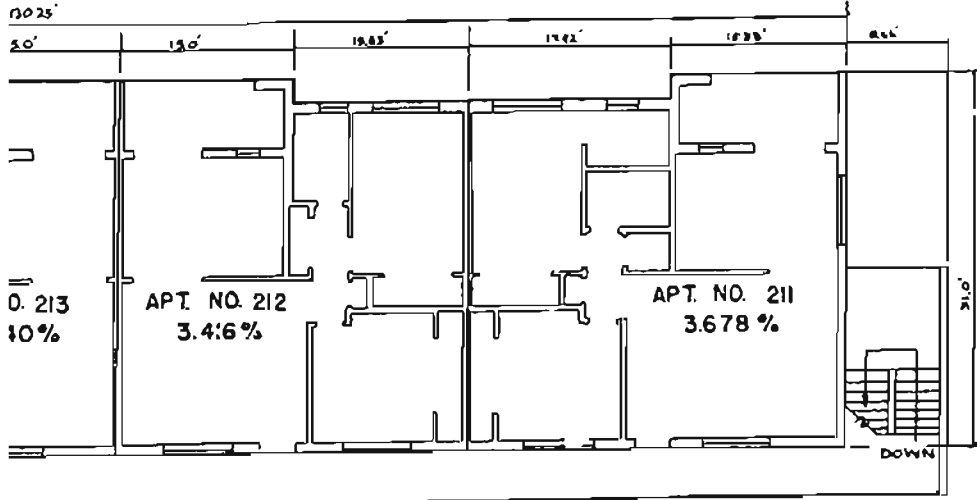
BUILDING 'D'  
SHEET 5 OF 5



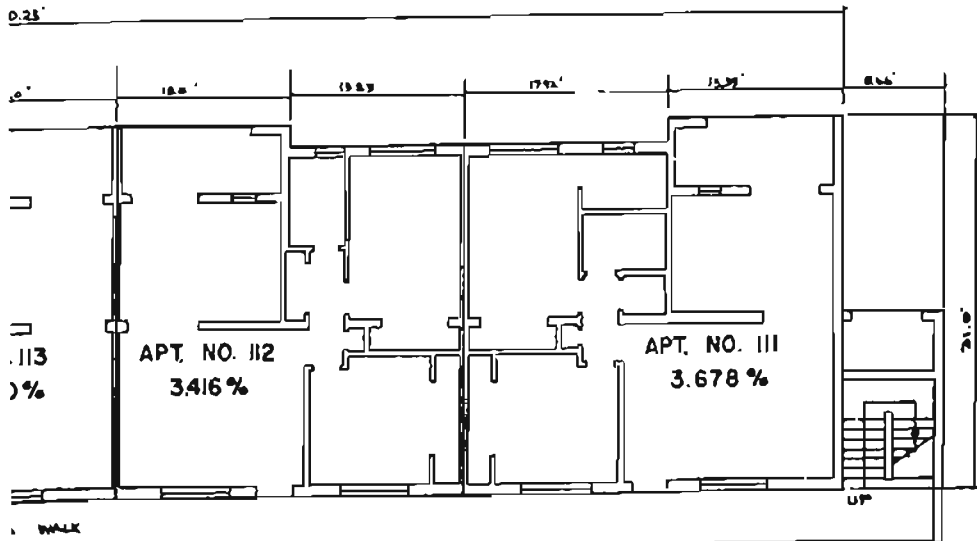
#: 581 14177

# 1418 Condominiums OF RES, FLORIDA INC.

BUILDING 'D'  
SHEET 5 OF 5



## SECOND FLOOR



## FIRST FLOOR

JOB NO. 1894

PREPARED BY:  
RICHARD DEBOEST II, ESQ.  
GOEDE, DEBOEST & CROSS, PLLC  
2030 MCGREGOR BLVD.  
FORT MYERS, FL 33901

**CERTIFICATE OF AMENDMENT OF THE HOUSE RULES OF THE FAIRWAYS  
CONDOMINIUM OF LEHIGH ACRES, FLORIDA INC.**

THE UNDERSIGNED being the President THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., a Florida non-profit corporation, does hereby certify that the attached amendments to the House Rules of The Fairways Condominium of Lehigh Acres, Florida, Inc., recorded in Official Record Book 581, Page 128 *et seq.* of the Public Records of Lee County, Florida, were duly approved, adopted and ratified by sufficient votes of the Membership at a meeting called for that purpose at which a quorum was present held on the 27<sup>th</sup> day of February, 2025. Dated this 17<sup>th</sup> day of April 2025.

**WITNESSES:**

(Sign) [Signature]

(Print) Florin Malnar

(Sign) [Signature]

(Print) Allison Cefalu

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

[Signature]

**BY: [Signature]**

**President of the Association**  
Print Name: Peggy Trout

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 17<sup>th</sup> day of April, 2025 by Peggy Trout as President of THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is  personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

**NOTARY PUBLIC:**

[Signature]

STATE OF FLORIDA (SEAL)

My Commission Expires:



AMENDMENT TO THE BYLAWS  
OF  
THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC.

NOTE: WORDS BEING ADDED ARE UNDERLINED AND WORDS BEING REMOVED ARE ~~STRUCK THROUGH~~.

**ARTICLE IX**  
**HOUSE RULES**

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

n. Over 55 Community – Fair Housing Act Compliance – The purpose, object and intent of this Section is to establish and maintain The Fairways Condominium of Lehigh Acres, Florida, Inc., (hereinafter “Fairways”) as a quiet, tranquil and residential oriented atmosphere for persons who are 55 years of age or older. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Anything in any other provision of the governing documents to the contrary notwithstanding this Section shall take precedence over such other provisions.

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

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

for Exemption”). The Unit owners intend that Fairways will be a community which falls within this exemption to the Fair Housing Act. Therefore, for so long as such provisions of the Fair Housing Act are in effect, (a) at least one occupant in each Unit in Fairways must be at least fifty-five years of age or older and all other occupants must be at least forty-five years of age or older, except as hereinafter set forth; and (b) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five years of age or older. The Board of Directors shall conduct a demographic survey of the owners and occupants of Fairways to establish the ages of all such persons and shall have the authority to promulgate and require completion and delivery of age verification forms and proof of age. However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption. It shall be the responsibility of the Board to monitor the Condominium to ensure that Units are occupied in compliance with the age restrictions contained herein. In the event there is a change in the occupants of the Unit (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five years of age or older, the Unit Owner must immediately notify the Association of said change in writing. Notwithstanding the foregoing, the Board is authorized to make exceptions to the requirement that all Units must be occupied by at least one person fifty-five years of age or older and all other occupants are at least forty-five years of age or older in order to avoid undue hardship as long as such exceptions do not violate the Requirements for Exemption. The granting of a hardship exception by the Board of Directors will not establish a precedent requiring the Board to grant exceptions in the future even under similar circumstances. Temporary guest occupancy of Units by persons less than 45 years of age as long as a person that is 55 years of age or older is simultaneously occupying the Unit is allowed as determined by the rules imposed by the Board as to guest occupancy and the length of stay. The intent of this guest occupancy exception is to allow visitation by friends and relatives such as grandchildren. The Board shall have the right to promulgate additional rules and regulations necessary to comply with the Requirements for Exemption.