

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
FAIRWAYS HOMEOWNERS ASSOCIATION AT BAY POINT, INC.**

"Substantial Rewording. See governing documents for current text."¹

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community was created by a Declaration of Covenants and Restrictions for The Fairways recorded on November 23, 1993, in O.R. Book 1467, Page 1742 *et seq.*, Public Records of Bay County, Florida, as amended from time to time. The Community is further described in the legal description contained in Exhibit "A." All real property in the Community shall be held, owned, sold, transferred, conveyed, and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title, or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

No additional land is being added to the Community by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other ownership interest in the Community, or the lease, occupancy, or use of any portion of a Lot in the Community, constitutes an acceptance and ratification of all provisions of this Declaration and the Governing Documents, as amended from time to time, and an agreement to be bound by their terms. No recorded easements to or from third parties or other binding agreements are intended to be impaired by the recording of this Declaration.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors, and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

¹ FS 720.306 (1)(6)(e)

ARTICLE II DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Act or Homeowners' Association Act.** Means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except when specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as it existed when the Community was created to the extent necessary to avoid impairment contract rights or vested rights or the invalidity of any provision of this Declaration or future amendments thereto.

Section 2.2 **Annual Assessments.** Means the annual assessments levied by the Association against all Owners, used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party.

Section 2.4 **ARC.** Means the Architectural Review Committee appointed by the Board for the purpose of reviewing proposed construction and improvements within the Community.

Section 2.5 **Articles.** Means the Articles of Incorporation of the Association, as the same are amended from time to time.

Section 2.6 **Association.** Means the Fairways Homeowners Association at Bay Point, Inc., a Florida Corporation not-for-profit and its successors and assigns.

Section 2.7 **Board.** Means the Board of Directors of the Association.

Section 2.8 **Bylaws.** Means the Bylaws of the Association, as the same are amended from time to time.

Section 2.9 **Charge.** means any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

Section 2.10 **Committee.** Means a group of Board members, Owners, or Board members and/or Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the resolution creating the Committee may dictate.

Section 2.11 **Common Area**. All real property located within or adjacent to the Property, if any, which is owned by the Association, and which has designated for the common use of the Owners by recording a Supplementary Declaration pursuant to the terms of this Declaration.

Section 2.12 **Common Expenses**. Means the expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Association include the costs of operating to the extent required, the costs of administration, maintenance, operation, repair and replacement of the Common Areas which are the responsibility of the Association, other expenses declared by the Governing Documents to be Common Expenses, and any other valid expenses or debts of the Association which are assessed against the Owners, including, but not limited to, the provision of services and personnel affiliated with same. The expenses of Communications Services are specifically considered a Common Expense, if so, designated by the Board. Common Expenses also include participating in governmental proceedings or otherwise contesting the development or use of property outside the Community, where the Board finds a nexus to the value of real property in the Community.

Section 2.13 **Declaration**. This instrument, and any exhibits annexed hereto, as amended, or supplemented from time to time in accordance with the provisions hereof. This is the Declaration to which the Articles and Bylaws make reference.

Section 2.14 **Golf Course**. Any golf course or related facility located on or adjacent to the Property and owned by other the BCPA or the Association.

Section 2.15 **Governing Documents**. means and includes this Declaration, the Articles, the Bylaws, Rules, and Regulations, as amended from time to time. Unless provided by the Act, there shall be no obligation to record the Rules and Regulations in the Public Records of Bay County, Florida.

Section 2.16 **Improvement**. Means any component built on, added to, or constructed on a Lot, whether or not permanently affixed to the land, including, but not limited to, swimming pools, spas, fences, and recreational equipment or apparatus.

Section 2.17 **Lien for Charges**. Means a claim of lien which is recorded upon real property located within the Community to secure a Charge.

Section 2.18 **Lot**. Means one (1) or more of the platted portions of land within the Community, upon each of which a single-family residence which has been constructed, or is intended to be constructed, as designated by the respective Plat. No Lot shall include any portion of the Common Area owned by the Association.

Section 2.19 **Maintenance**. shall mean, unless the context of a provision in the Governing Documents requires otherwise, the required cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. Whenever an Owner is obligated by the Governing Documents or law to maintain, repair, or replace portions of the Community, the Association shall have the authority to establish

reasonable standards for such maintenance, repair, or replacement.

Section 2.20 **Member**. A member of the Association.

Section 2.21 **Owner**. The record title owner or owners of any Lot or Building Site.

Section 2.22 **Plat**. Means all legal descriptions, site plans, surveys, and graphic depictions of record describing the Property. All Plats of record are incorporated by reference whether or not attached or separately described. The Plats may not reflect the actual configuration or use of the Property, as deviations from original as-built conditions or uses may have been made over time.

Section 2.23 **Private Amenities**. There are certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Property which are privately owned and operated by persons other than the Association for recreational and related purposes, on a club membership basis or otherwise, and may include without limitation, a Golf Course and related facilities, if any, which is so located and all related and supporting facilities and improvements.

Section 2.24 **Property or Community**. Means the real property described on the attached Exhibit "A" constituting The Fairways, and such additions thereto as may be made in accordance with the provisions of this Declaration.

Section 2.25 **Public Records**. The public records of Bay County, Florida, maintained by the Clerk of the Circuit Court in and for Bay County, Florida.

Section 2.26 **Rules and Regulations**. Mean the rules and regulations of the Association, adopted in accordance with this Declaration and the Bylaws.

Section 2.27 **Special Assessments**. A special assessment levied by the Association for only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of any capital improvement or repair upon or to the Common Areas or for the purpose of defraying known expenses which exceeded or when mature will exceed, the budget prepared and on which the Annual Assessments were based.

Section 2.28 **Specific Assessments**. An assessment against an Owner's Lot or Building Site for a violation of this Declaration, or the Rules and Regulations. A Charge can be a Specific Assessment if the Association incurs costs relating to the violation or remedying thereof.

Section 2.29 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey or reuse water to prevent or reduce flooding.

ARTICLE III - PROPERTY AND ADDITIONS

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration consists of that land situated in Bay County, Florida, as is more

particularly described in Exhibit 'A' attached hereto, depicted in plat of the Fairways Subdivision, and any lawful addition(s) thereto.

ARTICLE IV - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner within the Property shall be a Member of the Association. Membership shall be mandatory, and all Members of the Association shall be governed and controlled by the Articles, By-Laws, and rules and regulations of the Association in addition to this Declaration.

Section 2. Voting. Each Lot shall be entitled to cast only one vote for each Lot owned. When any owner(s) of record are the name of two (2) or more persons or entities(s), whether fiduciaries or in any other manner of joint or common ownership or interval ownership of a single Lot, one and only one of such persons who shall be designated by such joint owners or interval owners as they, among themselves, determine shall become the member entitled to cast said lot's vote. Under no circumstances shall the number of votes attributable to such property be increased. Where a partnership, corporation or their entity is a Member, such Member shall designate a representative of such partnership or corporation or other entity to be the member entitled to vote.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of members to be elected or appointed as provided in the Articles and By-Laws.

ARTICLE V - FUNCTIONS OF ASSOCIATION

Section 1. Functions and Services of Association. The Association shall provide the following serves to its Members to the extent permitted by law:

- (a) Maintenance of all Common Property to include but not be limited to roadways (if owned by the Association), signage, entryways, medians, easements and storm water easements, and maintenance and care of any endangered species of plants which are on the Common Property;
- (b) Insuring that at all times that the Common Property remain available for use by Lot owners and is maintained in the manner required of all lots;
- (c) Garbage and trash collection and disposal;
- (d) Administrative services, including legal, accounting, and financial services to the Association;
- (e) Provision for liability and hazard insurance covering improvements and activities on the Common Properties;
- (f) Payment of taxes assessed against Common Properties and, upon request of an Owner or institutional mortgagee, furnishing evidence of such payment.

Section 2. Delegation of Services of the Association. The Association acting through its Board of Directors shall be authorized to cause any of the services described in Section 1 of this Article to be provided by a private company, public agency, or publicly regulated authority or agency which in the opinion of the Board shall make such services available in a reasonable manner and for a reasonable cost to the Association and its Members.

Section 3. Acceptance of Property. The Association shall accept the conveyance of the Common Property (if any), excluding the roadways and right of way, and hold title thereto.

ARTICLE VI - ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Lot Owner shall be deemed to covenant and agree to all the terms and provisions of this Declaration and agrees to pay to the Association:

(a) Annual Assessments; and

(b) Special Assessments for the purposes set forth in this article, such Assessments to be fixed, established, and collected from time to time as herein provided.

The annual and special Assessments, together with such interest hereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the real property and improvements against which such Assessments are made. Each such Assessment, together with such interest and costs of collection, shall also be the personal obligation of the person who was the owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment, together with such interest and costs of collection.

Section 2. Purpose of Assessment. The annual Assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, management, and operation of the Common Properties and to provide any of the functions or services of the Association.

Section 3. Basis for Assessment. The Board of Directors shall annually levy the annual Assessment. The Board of Directors, by majority vote, shall fix the annual Assessment in accordance with the provisions of this Section at such level as may be necessary to meet the essential and allowable functions of the Association and the anticipated expenditures as reflected in the budget.

The annual Assessment shall be billed at such times as the Association shall direct. All Assessment bills shall be due and payable fifteen (15) days from the date of the mailing of same.

Section 4. Special Assessments for Improvements and Additions. In addition to the regular and annual Assessment authorized by Section 3 hereof, the Board of Directors may levy special assessments for the following purposes:

- (a) For construction or reconstruction, repair, or replacement of capital improvements upon the Common Properties including the necessary fixtures, landscaping and personal property related thereto;
- (b) For additions to the Common Properties;
- (c) To provide for the necessary facilities and equipment to offer the services authorized herein;
- (d) To repay any loan made by the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such Assessment or any prior.
- (e) For any other such legitimate purpose which is consistent with this Declaration or the Articles and By-Laws.

Section 5. Reserve Funds. The Board of Directors may establish reserve funds from the regular annual Assessments to be held as reserves for:

- (a) Major rehabilitation or major repairs;
- (b) Emergency and other repairs required resulting from storm, fire, natural disaster, or other casualty loss; and
- (c) Initial cost of any new service to be performed by the Association.

Section 6. Levy of Assessments. The Association has the power to and shall fix, determine, and levy the assessments necessary to provide funds for carrying out its responsibilities. Assessments shall be made against Lot Owners in the Property at such times and in such amounts as shall be determined by the Board of Directors. The Association has no control over the assessments made by the Master Association.

Section 7. Delinquent Assessments. Assessments that are unpaid for over ten days after the due date shall bear interest at the rate of eighteen percent (18%) per annum, or the highest allowed under the Act, until paid. In addition, in the sole discretion of the Board of Directors, the association may also charge an administrative late fee not to exceed the greater of twenty-five dollars (\$25) or five percent (5%) (or the maximums allowed under the Act), of the amount of each installment that is paid past the due date.

Section 8. Lien. The Association shall have a lien against each Lot for unpaid assessments and late charges together with interest thereon. Reasonable attorney's fees incurred by the Association in the collection of the assessment or the enforcement of the lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association to preserve and protect its lien, shall be payable by the Lot owner and secured by such lien. The Association shall have the right to file its lien in the Public Records of Bay County, Florida. Lot Owners shall be personally liable for unpaid assessments together with

interest, fees, costs of collection and reasonable attorneys' fees at the time when the assessment first becomes due and payable. In the case of co-ownership of a lot, all co-owners shall be jointly and severally liable for the entire amount of the assessment with interest, fees, costs of collection and reasonable attorneys' fees at the time when the assessment first becomes due. The Association may take such action as it deems necessary to collect assessments either by personal action against the owner or by enforcing and foreclosing said lien, or by exercising both remedies.

The provisions of this apply to purchasers at foreclosure sale or to Mortgagees obtaining title by foreclosure sale or by acceptance of a deed in lieu of foreclosure. Such acquirers, their successors, and assigns, shall be liable for any assessments levied prior to their acquisition of title.

Section 9. Assignment. If the Association shall contract away its responsibilities and duties under this paragraph, then any such contractor, assignee, or successor to the Association shall succeed to the rights, duties, and obligations granted under this paragraph.

Section 10. Annual Statements. The Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the association at the close of such fiscal year, and a statement of revenues, costs, and expenses for such year. The Association shall furnish to each Member of the Association who may make a request a copy in writing a copy of such statement within thirty (30) days after receipt of such request electronically or via link to the community website. The relevant financial books and records of the Association shall be made available to a parcel owner for inspection or photocopying within forty-five miles of the community or within the county in which the association is located within 10 business days after receipt by the Board or its designee of a written request. Such inspection shall be conducted during normal business hours of the Association.

Section 11. Annual Budget. The Board of Directors shall prepare, adopt, and make available to all members, at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year.

Section 12. Allocation, Apportionment, and Investment. The Board of Directors shall not be required to allocate or apportion the funds collected or the expenditures therefrom, between or among owners of property then subject to this Declaration nor shall the Board of Directors be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board of Directors as to the expenditures of said funds shall be final.

ARTICLE VII - EFFECT OF NON-PAYMENT OF ASSESSMENT: LIEN. PERSONAL OBLIGATION, AND REMEDIES OF ASSOCIATION.

Section 1. Assessments for Common Expenses and Charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorneys' fees

and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the real estate parcel against which such Assessments or Charges are made. Each Assessment or Charge against a real estate parcel, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorneys' fees, shall be the personal obligation of the Owner thereof assessed or charged and shall be the joint and several liability of all Owners thereof in accordance with the Act. Except as provided below, any person or entity which acquires title to real estate in the Community, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her/its share of the Charges and Assessments, including attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Bay County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the real estate described in the claim of lien. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other Person, Persons or entity obtains title to a Lot as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or Unit or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in the Act.

Section 2 Remedies for Delinquency. In the event any Owner fails to pay Assessments, or any installment thereof, charged to the Lot ten days after the same becomes due an administrative late charge as provided by law or twenty-five dollars (\$25) or five percent (5%) of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies:

- 2.1 To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.
- 2.2 To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by

law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

- 2.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.
- 2.4 To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.
- 2.5 The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Lot in default paid directly to the Association, the court registry, or a receiver, as the court may direct.
- 2.6 The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies.
- 2.7 Payments received after the due date established by the Board shall be applied first to interest, late fees, costs, and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

Section 3. Estoppel Certificate. No Owner may sell or convey his interest in a Lot unless all sums due the Association and the Master Association are paid in full and an estoppel certificate in recordable form indicating such; has been received by the Owner. If all such sums have been paid, the Association shall deliver such certificate within ten (10) days of a written request thereof. The selling Owner requesting said certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate as provided by the Act.

ARTICLE VIII - MASTER ASSOCIATION

Section 1. Each owner of any portion of the Property shall be a member of the Master Association, subject to the terms of the Master Association Articles of Incorporation, By-Laws, and rules in as much as said rules are not more restrictive than those cited in the act. The Master Association represents all the owners of parcels of property in the Overall Bay Point Project and its members are those persons designated in the Articles of Incorporation and By-Laws of the Master Association.

- (a) The Master Association is entitled to place a lien upon a Lot for any unpaid Master Association assessment.
- (b) Notwithstanding anything herein to the contrary, this Declaration shall not be amended in a manner to affect the rights of the Master Association as applicable under the

“Homeowners’ Association Act.” without the written approval of the Board of Directors of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the President and attested by the Secretary of the Master Association.

ARTICLE IX - MASTER ASSOCIATION ASSESSMENTS

Section 1. Levy of Assessment. The Master Association has the power to and shall fix, determine, and levy the assessments necessary to provide funds for carrying out its responsibilities. Assessments shall be made against Lot owners in the Property at such times and in such amounts as shall be determined by the Board of Directors of the Master Association.

Section 2. Delinquent Assessments. Assessments that are unpaid for over ten days after the due date shall bear interest at the rate of 18 percent per annum until paid. In addition, in the sole discretion of the Board of Directors of the Master Association, a late charge in an amount as set from time to time may be assessed for each payment delinquent over ten days.

Section 3. Lien. The Master Association shall have a lien against each Lot for unpaid assessments and late charges together with interest thereon, except that such lien shall be subordinate to prior recorded liens held by mortgagee(s). Reasonable attorney's fees incurred by the Master Association in the collection of the assessment, or the enforcement of the lien shall be payable by the Lot owner and secured by such lien. The Master Association shall have the right to file its lien in the Public Records of Bay County, Florida. Lot Owners shall be personally liable for unpaid assessments together with interest and costs of collection at the time when the assessment first becomes due and payable. In the case of co-ownership of a lot, all co-owners shall be jointly and severally liable for the entire amount of the assessment. The Master Application may take such action as it deems necessary to collect assessments either by personal action against the Owner or by enforcing and foreclosing said lien, or by exercising both remedies.

The provisions of this Section do not apply to purchasers at foreclosure sale or Mortgagees obtaining title by foreclosure sale or by acceptance of a deed in lieu of foreclosure. Such acquirers, their successors, and assigns, shall remain liable for any assessments levied prior to their acquisition of title.

Section 4. Assignment. If the Master Association shall contract away its responsibilities and duties under this paragraph, then any such contractor, assignee, or successor to the Master Association shall succeed to the rights, duties, and obligations granted under this paragraph.

ARTICLE X - EASEMENTS

Each of the following easements is hereby created and is declared to exist as a covenant running with the Property, and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose:

Section 1. Easement to Correct Stormwater Drainage. The Master Association hereby reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls to maintain reasonable standards of health, safety and appearance in the road right-of-way and drainage easement(s) as depicted in Exhibit "A" and any amendment thereto recorded in the official records of Bay County.

Section 3. Perpetual Non-exclusive Easement in Common Property and Roadway rights-of-way. Subject to the provisions of this Declaration, the rules and regulations of the Association, any fees or charges established by the Association, and any prior use of rights granted in the Common Property, the Common Properties shall be and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the Lot Owners in the Property for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the owners.

ARTICLE XI - ARCHITECTURAL CONTROL

Section 1. No building of any kind (including without limitation a dwelling, or any part thereof, whether such part be a porch, veranda, garage, carport, or other) shall be erected or placed on any lot such that said building, as defined herein, shall extend over the front side or rear building restriction lines established hereinafter; provided, however, that eaves and cornices may project not more than four (4) feet beyond any such building restriction line, equipment for air conditioning of any such building may project not more than five (5) feet over such side building restriction line, and entertainment areas may be no closer than ten (10) feet from the back of the Lot. The front, rear, and side building restriction lines are hereby established as follows: front and back - twenty (20) feet; each side - ten (10) feet. Any residence constructed upon any Lot shall contain the following minimum square footage: one-story residence - minimum 1800 square feet heated and cooled; two-story residence - first floor total minimum fifteen hundred (1500) square feet heated and cooled, second floor total minimum six hundred (600) square feet heated and cooled.

Section 2. All landscape plans, all plans, and specifications for all buildings, and for all walls, fences, hedges, i.e., all structures of whatever kind or nature and all landscaping, and for any replacement or major repair of existing structures and landscaping, must be presented to and

approved by the Architectural Review Committee and/or Board prior to the commencement of any construction. All construction must be accomplished by a contractor licensed to build in the State of Florida and the County of Bay. Plans, specifications, and drawings which must be submitted for approval shall be those that shall be designated by the Architectural Review Committee and/or Board from time to time and shall include but not be limited to the following: (a) an accurately drawn and dimensional plot plan showing all structures, easements, drives, and walks in relation to setback lines; (b) foundation plans, floor plans, exterior elevations of structures as they will actually appear after all back filling and landscaping is completed; (c) samples of all materials such as brick, siding, as well as all exterior color schemes; (d) landscape schematic.

After approval, and prior to the commencement of construction, all structures and driveways must be staked out on the lot and such site location must be approved by the Architectural Review Committee and/or Board prior to grading and removal of existing natural foliage and vegetation.

Section 3. Construction may not begin before a letter of approval is issued to the lot owner by the Architectural Review Committee and/or Board. Normally there will be action taken on the requested submittal by the Architectural Review Committee and/or Board to approve or disapprove within a forty-five (45) day period. It remains the Lot owners responsibility to obtain approval regardless of the amount of time passed since submittal.

ARTICLE XII - USE OF PROPERTY

Section 1. Each Lot within the Property shall be used, improved, and devoted exclusively to residential use.

Section 2. No residential structure shall be erected or permitted to remain on any lot on the Property other than one single-family dwelling not to exceed forty (40) feet in height. Without the prior approval of the Architectural Review Committee and/or Board, no outbuildings or other buildings detached from the dwelling shall be permitted on the Property. All garages or carports on the Property shall be attached to the dwelling.

Section 3. No drives, walks, fences, or walls shall be placed, erected, constructed, or moved onto any lot on the Property prior to the erection or construction of a permanent residence dwelling thereon, provided, however, that such drives, walks, fences, or walls may be erected and constructed on any such lot or plot simultaneously and in conjunction with the erection of a permanent residence thereon.

Section 4. Signs. No signs of any type whatsoever shall be permitted upon a Lot, including without limitation signs advertising the Lot and/or Residential Dwelling Unit for sale, except a sign of material and size approved by the Association containing the address and/or the

Owners' name. All signs of whatever nature, whether temporary or permanent, proposed to be placed upon the Lot, shall first be approved by the Architectural Review Committee and/or Board as to size, design, content, and point of placement. The Association is not required to approve any sign except as provided in the Act.

Section 5. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot.

Section 6. Antennas or Satellite Dishes. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except to the extent such a restriction is prohibited by law. The Association may establish rules that are as stringent as allowed under 47 CFR § 1.4000, or other similar provisions of law limiting the authority of the Association to restrict the installation, maintenance, or use of antennas, satellite dishes, or similar equipment. The Association may adopt rules requiring that an Owner demonstrate that a restriction on the use of such equipment precludes the reception or transmission of an acceptable quality signal, and may charge such fees as are allowed by law.

Section 7. Solar Panels. Solar collection panels shall be permitted upon Lots, and improvements thereon, provided that they be installed by licensed contractors in accordance with applicable building code requirements and approved by the ARC and Board.

Section 8. Construction. During construction, all vehicles involved, including those delivering supplies, must enter the Lot on the driveway only so as not to unnecessarily damage street paving and curbs. During construction builders must keep the homes, garages, and building sites clean. All building debris must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area other than the construction receptacle(s) provided for said construction.

Section 8. Yards. All turfgrass areas on any Lot in the Property must be sodded and must be equipped with an underground sprinkling system for watering purposed, all of which shall be completed prior to 12 months from issuance of Letter of Approval by the Architectural Review Committee and/or Board referenced herein. Once in place, the owner must maintain all landscaping, including watering, cutting, edging, weed control, clipping, and trimming. Should Owner fail to so maintain the yard, the Association may do so, and the reasonable expenses thereof shall be paid by such Owner to the Association within thirty (30) days after the date on the bill provided. Failure to pay said costs will result in the amounts becoming an assessment against the lot and subject to the applicable action(s).

Section 9. Completion of Construction. Upon breaking ground for the construction of any building has begun, work thereon must be prosecuted diligently and continuously and must

be completed within twelve (12) months of issuance of Letter of Approval by the Architectural Review Committee and/or Board referenced herein.

Section 10. Clotheslines. Clotheslines must be retractable, extended only when in use and at the rear of the home screened from street view.

Section 11. Trash Receptacles. Garbage and recycling receptacles shall be in complete conformity with all applicable sanitary regulations. Trash and recycle bins must stay out of street view. They may be stored on the side of your home if they are screened from street view and golf course view of the lot lines behind the property if extended as a continuation of said side lot line on to the golf course. The trash and recycle bins may not be put at the curb any earlier than 6 pm, the evening prior to pick up and must be put back, out of view, no later than 6 pm the day of pick up.

Section 12. Trailers, RV's, and Boats. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any Lot or any part of the Property, no commercial trucks of any nature shall be parked overnight on any Lot, no boats, canoes and or other watercraft whether on or off trailers may be parked on any part of the Property unless inside an enclosed garage. (Note, for loading and preparation for use of a boat of habitable RV this may be allowed not to exceed three days.)

Section 13. Water Pumps. No individual potable water supply system shall be permitted anywhere upon the Property, all potable water shall be supplied by the city of Panama City Beach. Wells for irrigation must be approved by the Architectural Review Committee and/or Board.

Section 14. Mining. No oil drilling, oil-development operations, oil refining, quarrying, or mining operations of any kind, nor oil, gas, or mineral exploration activity, shall be permitted anywhere upon the Property.

Section 15. Pets. Pets may be kept by an owner of a Lot but only if such pets do not cause a disturbance or annoyance to other Owners. All dogs must be held, kenneled, or kept leashed when outside unless contained by the owners approved fencing on their lot. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of his or her pets. The Association reserves the right to remove from the Property any pets which create disturbances and annoyances which are to the reasonable displeasure of neighbors or other Owners.

Section 16. Nuisance. No Owner will do or permit to be done any act upon his Lot which may be or is or may become a nuisance to any Owner of resident. There shall be no discharging of firearms, guns, or pistols, of any kind, caliber, type, or any method of propulsion, and no hunting of any type shall be permitted on the Property.

Section 17. Additional Covenants and Restrictions. The Association may include in any deed hereafter made to any portion of the Property, any additional covenants and restrictions that are consistent with the Homeowners' Association Act and which do not lower the standards of the Covenants and Restrictions set forth herein.

Section 18. Unimproved Lots. The Owner, from time to time, of each lot, prior to commencement of the erection of any residence on such lot, shall cut, or cause to be cut, and keep cut or cause to be kept cut, all weeds and brush on such lot and shall remove any resulting debris. The owner shall remove weeds or cause to be removed all weeds growing in the curbing defining the lot. Should such Owner fail to do so, the Association may do so, and the reasonable expenses thereof shall be paid by such Owner to the Association within thirty (30) days after the date on the bill provided. Failure to pay said costs will result in the amounts becoming an assessment against the lot and subject to the applicable action(s).

ARTICLE XII – LOT OWNER’S RESPONSIBILITIES

Section 1. Maintenance. Each Lot owner shall be responsible for the maintaining his/her/their residence in good condition so as to retain the high-quality standards of the Property and to assure the continued consistent and harmony of design and appearance of all Lots within the Property.

Section 2. Repair or Replacement. In the event of damage or destruction, in whole or part, of any residence, the Lot Owner shall promptly cause the damage to be repaired or the residence reconstructed.

Section 3. Rights of Association. In the event that a Lot Owner shall fail or refuse to perform any obligation imposed under sections 1 and 2 of this Article, the Association shall have the right, but not the obligation, to carry out such maintenance, repair, or replacement as it deems reasonably necessary and shall be entitled to reimbursement for all costs thereby incurred.

ARTICLE XIV - CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER

Section 1. Rental or Lease. No lease for a period of less than one (1) year shall be valid. Any lease exceeding three hundred sixty-five (365) days must be approved by the Association. Owners shall obtain from all lessees a written acknowledgement of said lessees agreement to be bound by the terms of the Association's governing documents during their tenancy and provide a copy of the lessees a written acknowledgement to the Association within ten (10) calendar days of executing any lease agreement. The Association shall have the right to request that a standard uniform lease form be used. Such a lease shall not release the Lot Owner from any obligation under this Declaration or other governing documents of the Association.

Section 2. Sale or Transfer. Owners shall provide copies of the Association's governing documents to the receiving party during any conveyance, sale, or transfer of a Lot to a newly named owner. Part of any conveyance, sale, or transfer of a Lot shall require the newly

named owner of record to provide the Association the new owners name, address, and phone number within ten (10) calendar days of executing any said transaction.

Section 3. Voidability. Any purported sale or lease of a Lot where the Lot owner has failed to comply with the provisions of this section, shall be voidable at the election of the Association, provided, however, that such voidability shall exist for a period no longer than ninety (90) days from the consummation of such transaction, such consummation to be evidenced by occupancy of the Lot or by furnishing the Association with a true copy of a recorded deed of conveyance thereto or lease thereof; and, provided further, that the Association commence an action within such ninety (90) day period to have the same declared void.

ARTICLE XV - CENTRAL PROVISIONS

Section 1. Duration. The Protective Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall ensure to the benefit of and be enforceable by the Association, or the owner of any Lot, their respective legal representatives, heirs, successors, and assigns for a period of thirty (30) years from the date this Declaration is recorded. Prior to the expiration of said thirty (30) year period, this Declaration may be extended for successive additional thirty (30) year periods by a vote of the Association's Board of Directors in accordance with the Homeowners' Association Act; as of the date this Declaration. A summary notice of preservation of the Declaration of Covenants, Conditions, and Restrictions for Fairways shall be recorded in the Public Records of Bay County, Florida as soon as practical after adoption of said extension by the Association's Board of Directors.

Section 2. Notices. Any notice required to be sent to any member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given when either electronically transmitted via the Association's website, emailed to address of consent, or mailed with the proper postage affixed to the last address appearing on the Association's membership list. Notice to one (1) of to (2) or more co-owners of any Lot shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change in address. Any person who becomes a member following the first day of any said notice shall be deemed to have been given notice if notice was given to his/her/their predecessor in the title.

Section 3. Enforcement. Enforcement of this Declaration shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any provision either to restrain violation or to recover damages, and against the land to enforce any lien created hereby. These Protective covenants and Restrictions may be enforced by the Association or any lot owner, or where applicable, any party which may have standing under applicable Florida law (Enforcing Party). Failure by the Enforcing Party to enforce any covenant or restriction herein contained for any period shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter. An Enforcing Party shall be entitled to the recovery of

reasonable attorneys' fees and costs incurred in any action instituted to enforce the terms and conditions of these Protective Covenants and Restrictions.

Section 4. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 5. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Association contemplated under this Declaration, the Association shall not be liable to an owner or to any other person on account of an claim, liability, damage, or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of an such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 6. Amendment. This Declaration may be amended by a vote of 2/3 of the Lot Owner's at a meeting of the Association which has the proposed amendment as a scheduled item upon the agenda.

ARTICLE XVI - DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

Section 1. Resolution of Disputes without Resolution. The Association, its officers, directors, and committee members, and all persons bound by this Declaration (individually a "Bound Party") shall not file any claim in any court with respect to a Claim described in Section 2, hereof, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 3, in a good faith effort to resolve such Claim.

Section 2. As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to (i) the interpretation, application, or enforcement of this Declaration, the Articles, the By-Laws, or the Rules and Regulations (collectively the "Governing Documents"); or (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents. Unless all parties to the matter otherwise agree to submit the matter to the procedure set forth in Section 3, the following shall not be considered "Claims": (a) any suit by the Association to collect assessments or other amounts due from any Owner; (b) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration; (c) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; (d) any suit in which any indispensable party is not a Bound Party; (e) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving Notice required by Section 3, unless the party or parties against whom the Claim is made agree to toll

the statute of limitations as to such Claim for such period as may be reasonably necessary to comply with this Article.

Section 3. Dispute Resolution Procedures.

A. Notice. The Bound Party asserting a Claim (the "Claimant") against another Bound Party (the "Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely: (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim; (ii) the legal basis of the Claim; (iii) the Claimant's proposed resolution or remedy; and (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

B. Negotiation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent dispute resolution service in the Bay County, Florida, area. If the Claimant does not submit the Claim within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of all liability to the Claimant (but not third parties) on account of such Claim.

C. Impasse. The parties do not settle the Claim within thirty (30) days after submission of the matter to mediation or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file a suit or to initiate other proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally in all fees charged by the mediator.

D. Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then the other party may file suit or initiate other proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions), all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees, and court costs.

Section 4. Initiation of Litigation by the Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of 2/3's of the votes allocated to the Members. This Section shall not apply however to (a) actions brought by the Association to enforce the provisions of Articles VI, VII, XI, XII, XIII and XIV of this

Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article VI; (c) actions or proceedings initiated against a contractor, vendor, or supplier of goods or services arising out of an express contract for services or supplies; or (f) counterclaims brought by the Association in proceedings instituted against it.

CERTIFICATION

This amended declaration was approved by the affirmative vote of eighty-six percent of the eligible voting members, which is greater than the number required to be cast for the amendment to be valid; at a duly noticed and called owners meeting at which a quorum was present in person or by proxy on November 28, 2023.

Dated: November 30, 2023

Fairways Homeowners Association at Bay Point, Inc.

By: 
Robert A. Fletcher, President



Attachments:

- Exhibit A - Legal description of the property
- Exhibit B - Amended and Restated Articles of Incorporation
- Exhibit C - Amended and Restated Bylaws

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the community affected by the listed covenants or restrictions is:

THE FAIRWAYS, A SUBDIVISION SITUATED IN SECTION 14 TOWNSHIP 4 SOUTH,
RANGE 15 WEST OF BAY COUNTY FLORIDA (PLAT BOOK 16, PAGE 28).

Also described as,

TRACT "M": COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 29 OF THE CORRECTIVE PLAT OF DRAGON'S RIDGE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 107 AND 108 AS RECORDED IN THE BAY COUNTY, FLORIDA, PUBLIC RECORDS; THENCE N69°34'56"W 30.00 FEET TO THE CENTERLINE OF DRAGON CIRCLE; THENCE S20°40'40"W ALONG THE CENTERLINE OF SAID DRAGON CIRCLE, 441.78 FEET TO THE CENTERLINE OF THE ENTRANCE ROAD; THENCE S81°33'20"E ALONG SAID CENTERLINE, 38.01 FEET; THENCE S07°39'40"E 31.23 FEET TO THE SOUTHERLY RIGHT OF WAY OF THE ENTRANCE ROAD AND THE **POINT OF BEGINNING**; THENCE S81°33'20"E ALONG THE RIGHT OF WAY OF THE ENTRANCE ROAD 60 FEET; THENCE S07°39'41"E 168.78 FEET; THENCE S26°00'12"E: 524.06 FEET; THENCE S10°45'44"E 911.28 FEET; THENCE N63°42'16"W 387.14 FEET; THENCE N29°37'26"W 417.09 FEET; THENCE N50°16'55"W 223.04 FEET; THENCE N39°47'09"W 280.56 FEET; THENCE N14°35'04"W 221.25 FEET; THENCE N05°01'02"E 227.67 FEET; THENCE N87°23'43"E 484.06 FEET; THENCE N07°39'40"W 188.92 FEET TO THE POINT OF BEGINING.

Exhibit B

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

FAIRWAYS HOMEOWNERS ASSOCIATION AT BAY POINT, INC.

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION .
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT**

These are the Amended and Restated Articles of Incorporation of Fairways Homeowners Association at Bay Point, Inc., originally filed with the Florida Department of State on March 1, 2002, under Charter Number N02000001495. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2021).

The name and address of the current registered office is Fairways Homeowners Association at Bay Point, Inc., P.O. Box 27387, Panama City, FL 32411-7387. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office, and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is Fairways Homeowners Association at Bay Point, Inc. For convenience, the corporation shall be referred to in this instrument as the “Association,” The Fairways Declaration of Covenants, Conditions, and Restrictions, as “Declaration,” these Articles of Incorporation as the “Articles,” and the Bylaws of the Association as the “Bylaws.”

2. PURPOSE. The purpose for which the Association is organized is to serve as a “Homeowners’ Association” as described in Section 720.301, Florida Statutes, including but not limited to the power to operate, administer, and manage the Common Areas in accordance with the Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Lots in The Fairways.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration, and as provided in the Act, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles, or the Bylaws.

4.2 Enumeration. The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration, these Articles, and the Bylaws (all as they may be amended from time to time), including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as

Owners of Lots within the Community, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Association.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by the Association for use by Owners.

4.2.4 To purchase property insurance and insurance for the protection of the Association, and its Officers, Directors, and other persons or entities deemed appropriate by the Association.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Lots, the Dwelling Units thereon, and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.7 To contract for the management of the Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

4.2.8 To employ personnel to perform the services required for proper operation of the Association.

4.2.9 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income, or rights.

4.3 Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors, or Officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Association shall be comprised of the Owner

Members. The Owner of every Lot shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Lot. Each such Owner shall notify the Association of said recordation within thirty (30) days thereof and shall transmit to the Association true copies of such instrument.

5.2 Voting Rights. Each Member shall possess one vote for any Lot owned by such Member.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Association shall have a perpetual existence.

7. OFFICERS. Officers of the Board shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The Board of Directors are elected as outlined in the Bylaws, and shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Adoption. An amendment so proposed may be adopted by two-thirds (2/3rds) the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.3 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy shall be recorded in the Public Records of Bay County, Florida.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he 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 he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 failed to act in good faith and in a manner which he 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 his conduct was unlawful. It is the intent of the membership of the Association, 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. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such a settlement as being in the best interest of the Association.

11.2 Defense. 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 Section 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he 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 he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under

any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member 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 on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

CERTIFICATION

These Amended and Restated Articles of Incorporation were approved by the affirmative vote of eighty-six percent of the eligible voting members, which is greater than the number required to be cast for the amendment to be valid; at a duly noticed and called owners meeting at which a quorum was present in person or by proxy on November 28, 2023.

Dated: November 30, 2023

Fairways Homeowners Association at Bay Point, Inc.

By: 

Robert A. Fletcher, President



Exhibit C

AMENDED AND RESTATED BYLAWS OF FAIRWAYS HOMEOWNERS ASSOCIATION AT BAY POINT, INC.

"Substantial Rewording. See governing documents for current text."

1. IDENTITY. These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Fairways Homeowners Association at Bay Point, Inc. (the "Association"), a not-for-profit corporation organized under the laws of Florida for the purpose of operating the Fairways (the "Community") pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Florida Statute Chapter 720, as it same may be amended from time to time (the "Act").

1.1 Office. The office of the Association shall be at such location, as may from time to time be determined by the Board of Directors (the "Board").

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board.

1.3 Seal. The corporate seal of the Association shall be inscribed with the name of the Association (i.e., Fairways HOA at Bay Point, Inc. the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced, or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. The definitions set forth in Fairways Declaration of Covenants, Conditions, and Restrictions as amended from time to time (the "Declaration"), and the Act shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The Members of the Association shall be the record Owners of legal title to the Lots in the Community.

2.2 Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of Voting Interests equals the total number of Lots subject to the Declaration (i.e., 30). Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Areas and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. If a Lot is owned by multiple individuals, such as spouses, any record Owner may vote on behalf of the Lot. If a Lot is owned by a corporation, any officer may vote on behalf of said corporation. If a Lot is owned by a partnership, any general partner may vote on behalf of the partnership. If a Lot is

owned in trust, any trustee of a trust shall be entitled to vote. If a Lot is owned by a limited liability company, any member, manager, or Officer may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Lot owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Lot cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida law. A Voting Interest or consent right allocated to a Lot or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Governing Documents and/or Florida law.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Article 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Article 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

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

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day, time and at a place designated by the Board, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board, and shall be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least thirty percent (30%) of the entire Voting

Interests. The business conducted at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of the meeting must be mailed to each Member at the address which appears in the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Lot and no matter how many other residences such Owner may have. In the absence of written directions to the contrary, notices will be given to the address of the Lot. The Notice of Meeting must be mailed, delivered, or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the Officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a member constitutes a waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted or posted as provided by law. Consent by a Member to receive notice by electronic transmission must be in writing, if required by law, and shall be revocable, as provided by law.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the votes of the entire Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxies; Voting. To the extent lawful, any Member entitled to attend and vote at a members' meeting may establish his presence and cast his vote by proxy. Only Members or the spouse of a Member may be delegated (including through use of a Power of Attorney) the right to vote at Association meetings, to hold proxies, or attend Association meetings provided that the Board may designate agents of the Association (including but not limited to Association legal counsel or the Association's manager) as an eligible proxyholder and may permit such persons to attend Association meetings. A proxy shall be valid only for the specific meeting for which was

originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed 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. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

- 3.8.1** Call to order by the President;
- 3.8.2** At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a director);
- 3.8.3** Call of the roll or determination of quorum;
- 3.8.4** Proof of Notice;
- 3.8.5** Appointment by the President (or chairperson) of inspectors of election;
- 3.8.6** Election of Directors;
- 3.8.7** Reading or disposal of minutes of the last Members' meeting;
- 3.8.8** Reports of Officers, if any;
- 3.8.9** Reports of Committees, if any;
- 3.8.10** Unfinished business, if any;
- 3.8.11** New Business Designated on Agenda;
- 3.8.12** Adjournment.

The President shall preside over all membership meetings. In his absence, a Vice President shall preside, or in the absence of both, the remaining Directors shall select a Chairperson (who need not a Director); provided that the Board may designate agents of the Association (including but not limited to Association legal counsel or the Association's manager) as Chairperson.

3.9 Minutes. Minutes of all meetings of Members and of the Board shall be kept in a businesslike manner and available for inspection by Members, as provided by law.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such 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 requisite number of Voting Interests to approve the action.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by the Governing Documents or law.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board shall be three (3) up to five (5). All Directors will be elected for one (1) year terms. Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such a deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations from the floor shall be accepted. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of annual meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy, and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in the Act shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that the votes can be tallied prior to the annual meeting and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In the instance that no election is required, the Association shall only be required to send the Second Notice of Annual Meeting, a proxy, and any other documents in the Board's discretion.

A Director's term ends at the adjournment of the annual meeting concluding his or her term, unless s/he sooner dies, resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Lot in the Community, or becomes ineligible under these Bylaws or the Act.

4.2 Qualifications. Directors must be Members eligible to vote or spouses of Members. When a Lot is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Article 2.2 of these Bylaws, and the spouses of

such persons, shall be eligible for Board service. When a Lot is held in trust, grantors, trustees, and beneficiaries of the trust (provided that the beneficiaries occupy the Lot), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy and such person is not identified on the deed to the Lot as the grantor, trustee or beneficiary of the trust, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee, and the beneficiaries of the trust. No two individuals from the same Lot shall be eligible to serve on the Board at the same time, unless they own more than one Lot, in which case eligibility is limited to one Director per Lot.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Act. A Director who ceases to be Member of the Association (or spouse of a Member) or an eligible entity representative, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, a Director who is convicted of a felony in any state, or a Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall become ineligible for Board service on the date of such disqualification, delinquency, conviction, charge or indictment and his seat shall be deemed vacated as of that date. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board shall be held within ten (10) days after the annual meeting. The organizational meeting may be held immediately following the annual meeting, in which case the notice of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or the Board. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission, or at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Owners. A meeting of the Board occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meetings regarding personnel matters; and (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of the Act. Any Member may record meetings of the Board and meetings of the Members, but said member(s) may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

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

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference telephone call, video conference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. After a quorum has been established at a Board meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time, and place. No further notice needs to be given to Directors or Members, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting.

4.12 The Presiding Officer. The President, or in his absence, a Vice-President, shall be the presiding Officer at all meetings of the Board. If neither is present, the presiding Officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including but not limited to Association legal counsel or the Association's manager) as Chairperson.

4.13 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement.

4.14 Committees. The Board may appoint from time to time such standing or temporary Committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such Committee shall have the powers and duties assigned to it in the resolution or motion creating the Committee. Where required by the Act, Committee meetings shall be open to attendance by any Member, and notice of those Committee meetings shall be posted in the same manner as required in Article 4.7 above. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board.

4.15 Emergency Powers. In the event of an emergency, the Board may exercise the following emergency powers, and any other emergency powers authorized by law.

4.15.1 The Board may name assistant Officers, which assistant Officers shall have the same authority as the executive Officers to whom they are assisting during the period of the emergency, to accommodate the incapacity or unavailability of any Officer of the Association.

4.15.2 The Board may relocate the principal office, designate alternative principal offices, or authorize the Officers to do so.

4.15.3 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 meeting shall constitute a quorum.

4.15.4 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.

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

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

4.15.7 For purposes of this Article 4.15, an "emergency" exists only while the Community, or the immediate geographic area in which the Community is located, is subjected to:

- 4.15.7.1 a state of emergency declared by law enforcement authorities;
- 4.15.7.2 a hurricane warning;
- 4.15.7.3 a partial or complete evacuation order;
- 4.15.7.4 designated by federal or state government as a “disaster area;”
or
- 4.15.7.5 a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tropical storm, tornado, pandemic, war civil unrest, or acts of terrorism.

5. OFFICERS.

5.1 Officers and Elections. The executive Officers of the Association shall be a President, Vice-President if four or more Directors have been elected or appointed, a Treasurer, and a Secretary, all of whom must be Directors. The Board shall annually appoint all Officers. Any Officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he/she qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other Officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

5.2 President. The President shall be the Chief Executive Officer of the Association. He/she shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing Committees. He/she shall have general and active management of the business of the Association, and shall see that all policies, orders, and resolutions of the Board are carried into effect.

5.3 Vice-President. (Only applicable to 4 or more Directors being on the Board) The Vice-President shall, in the event of disability or absence of/inability to communicate with the President, perform the duties and exercise the powers of the President; and shall perform such other duties as the Board shall assign.

5.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He/she shall give, or cause to be given, notice of all meetings of the Members and of the Board, and shall perform such other duties as may be prescribed by the Board or the President. He/she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association’s attorney, manager, or management company.

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

5.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any Director, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

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

6.1 Depository. The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by check(s) or other withdrawal instrument(s) signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board.

6.2 Budget. The Treasurer shall prepare, and the Board shall adopt, a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for amenities shall be set out separately.

6.3 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures or improvements, deferred maintenance, or contingencies. The Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves is restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

6.4 Contingency Funds. In addition to the reserves provided in Article 6.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for Special Assessments on a frequent basis. The

amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

6.5 Assessments. Regular Annual Assessments based on the adopted budget shall be paid either monthly, quarterly, or annually, as determined by the Board. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each unit's next installment due.

6.6 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, non-recurring expenses, or expenses due to budgetary shortfalls. The Board may adopt Special Assessments upon approval of a majority of the total voting interests of the members. Special Assessments are due on the day specified in the resolution or motion approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting, except in the case of an emergency.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Association funds in excess of thirty thousand dollars (\$30,000), as well as all Directors when the Association funds are in excess of thirty thousand dollars (\$30,000) (to the extent commercially available). The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

6.8 Financial Reporting. The Board shall cause to be prepared an annual financial report as prescribed in the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

6.9 Application of Payments. All payments made to the Association on account by an Owner shall be applied as specified in the Act.

7. RULES AND REGULATIONS: USE RESTRICTIONS. The Board may, from time to time, adopt and amend Rules and Regulations governing the Community subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that

regulate the use, transfer, maintenance, appearance of Lots may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members not less than fourteen (14) days before the meeting.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) may be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board designates a third person as parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

9. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

9.1 Obligations of Members; Remedies at Law or In Equity; Levy of Fines and Suspension of Use Rights.

9.1.1 Each Member and the Member's family members, tenants, guests, and invitees, are governed by, and must comply with all laws, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the law or the Governing Documents; may be brought by the Association or by any Members against:

9.1.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Governing Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Governing Documents involving the interest of the Owners of two different Lots or Building Sites, including but not limited to noise complaints, nuisance allegations, and the like;

9.1.1.2 A Member;

9.1.1.3 Any Director or Officer who willfully and knowingly fails to comply with the provisions of law or the Governing Documents; and

9.1.1.4 Any Tenants, Guests, or Invitees occupying a Lot.

The prevailing party in any such litigation is entitled to recover reasonable attorneys' fees and costs. This Article does not deprive any person of any other available right or remedy. Disputes

subject to pre-suit mediation under the Act shall be subject to that procedure. In any dispute subject to pre-suit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the pre-suit mediation requirements of the Act.

9.2 Fining and Suspension. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' tenant, guest, or invitee for the failure of the Owner or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. A fine may not exceed One Hundred Dollars (\$100.00) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Ten Thousand Dollars (\$10,000.00) in the aggregate. Fines of One Thousand Dollars (\$1,000.00) or more may become a lien against the Lot. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Association shall operate as required by the Act.

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

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.3 Effective Date. An amendment, when adopted; shall become effective after being recorded in the Bay County Public Records.

11. MISCELLANEOUS.

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

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

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

CERTIFICATION

These Amended and Restated Bylaws were approved by the affirmative vote of eighty-six percent of the eligible voting members, which is greater than the number required to be cast for the amendment to be valid; at a duly noticed and called owners meeting at which a quorum was present in person or by proxy on November 28, 2023.

Dated: November 30, 2023

Fairways Homeowners Association at Bay Point, Inc.

By: 
Robert A. Fletcher, President

