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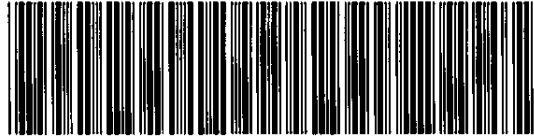
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
2009 JUN 15 PM 12:45

FILED

Amended & Restated

TB

6/17/09

712 Shamrock Blvd.
Venice, FL 34293

941.492.2100 phone
941.492.3116 fax

SHARON S. VANDER WULP, P.A.

Condominium and
Homeowners' Association
Representation
Real Estate
Wills
Probate
Landlord/Tenant
Circuit Civil Mediation

June 11, 2009

Secretary of State
Corporate Records Bureau
P.O. Box 6327
Tallahassee, FL 32314

RE: Amended and Restated Articles of Incorporation of Fairway Woods
Condominium Association, Inc.
Firm File No. 238.00

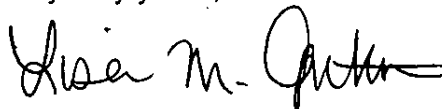
Dear Sirs:

Enclosed please find the Amended and Restated Articles of Incorporation in regards to the above referenced Association. Also enclosed is our check in the amount of \$43.75 representing the fee for the filing and certified copy.

Please return a certified copy of the Amended and Restated Articles of Incorporation to my attention after filing.

Thank you for your assistance in this matter. If you have questions or need additional information, please do not hesitate to contact this office.

Very truly yours,



Lisa M. Guttman, CP, FRP
Paralegal for Sharon S. Vander Wulp

encl.

cc: Fairway Woods Condominium Association, Inc. (w/o encl.)

This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
712 Shamrock Blvd.
Venice, FL 34293

FILED
2009 JUN 15 PM 12:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

FAIRWAY WOODS CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the original Declaration of Condominium of FAIRWAY WOODS SECTION ONE, a condominium, was recorded at Official Records Book 1765, Page 1634, et seq., and the original Declaration of Condominium of FAIRWAY WOODS SECTION TWO, was recorded at Official Records Book 1764, Page 1421, et seq., all of the Public Records of Sarasota County, Florida (Bylaws), and

WHEREAS, there have been several amendments to the Articles as reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments was recently approved by not less than fifty-one percent (51%) of the votes of the entire membership of the Association, in person or by proxy, held on the 7th day of March, 2009.

NOW, THEREFORE, FAIRWAY WOODS CONDOMINIUM ASSOCIATION, INC., does hereby amend and restate the Articles of Incorporation of FAIRWAY WOODS CONDOMINIUM ASSOCIATION, INC., for the purpose of integrating all of the provisions of the Articles, together with previously recorded amendments, and recently adopted amendments and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

**(Substantial Rewrite of the Articles of Incorporation.
See the Original Articles of Incorporation and
Prior Amendments for Current Text.)**

The undersigned subscribers by these Articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the state of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1
NAME, ADDRESS AND REGISTERED AGENT

1.1 Name. The name of the Corporation shall be FAIRWAY WOODS CONDOMINIUM ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

1.2 Registered Agent. The registered agent and registered office of this Corporation shall be as designated from time to time by the Board of Directors.

1.3 Address. The principal office of the Association shall be located in Sarasota, Florida and shall be designated from time to time by the Board of Directors. The address of the principal office may be changed at the discretion of the Board of Directors.

ARTICLE 2
PURPOSE

2.1 Purpose. The Association is being organized to provide an entity pursuant to the Florida Condominium Act (the "Act") as it may be amended from time to time for the operation and management of the affairs and property of the Condominiums to be known as FAIRWAY WOODS SECTION ONE, A CONDOMINIUM, and FAIRWAY WOODS SECTION TWO, A CONDOMINIUM, which are to be operated and managed by this Association, located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes, as it may be amended from time to time. Fairway Woods Section One and Fairway Woods Section Two are hereinafter referred to as "Fairway Woods."

2.2 Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, Directors, or officers.

2.3 No Shares of Stock. The Association shall not have or issue shares of stock.

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominiums to be recorded in the Public Records of Sarasota County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4
POWERS

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

4.1 Enumeration. The Association shall have all of the powers and duties set forth in the Florida Condominium Act, The Florida General Corporation Act, the Florida Not-for-Profit Corporation Act, and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to the Declarations, Articles and Bylaws, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as unit owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the condominium property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the condominium property and insurance for the protection of the Association, its officers, Directors and unit owners.

(e) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the condominium property and for the health, comfort, safety and welfare of the unit owners.

(f) To approve or disapprove the transfer, ownership and possession of units as may be provided by the Declarations.

(g) To enforce by legal means the provisions of the Florida Condominium Act, the Florida General Corporation Act, the Florida Not-for-Profit Corporation Act, the Declarations, these Articles, the Bylaws, and the Rules and Regulations for the use of the condominium property.

(h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominiums.

4.2 Assets Held in Trust. All funds and the title to 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 Declarations, these Articles and the Bylaws.

4.3 Limitation on Exercise of Power. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations, the Bylaws and the referenced Acts.

ARTICLE 5 MEMBERS

5.1 Membership. Members of the Association shall consist of all record title owners of residential units in FAIRWAY WOODS SECTION ONE, a Condominium and FAIRWAY WOODS SECTION TWO, a Condominium, as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida. After termination of the Condominium, members of this Association shall consist of those who were members at the time of such termination and their successors and assigns.

5.2 Change of Membership. After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a unit in the Condominium. The owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

5.3 Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

5.4 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each residential unit, regardless of whether said unit is situated in FAIRWAY WOODS SECTION ONE or FAIRWAY WOODS SECTION TWO, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws.

5.5 Meetings. The Bylaws shall provide for an Annual Members Meeting, and may make provision for Regular and Special Members Meetings other than the Annual Meetings.

ARTICLE 6 TERM OF EXISTENCE

The Association shall have perpetual existence unless the Condominium is terminated pursuant to the provisions of the Declaration and, in the event of such termination for both Condominiums, the corporation shall be dissolved in accordance with the law.

ARTICLE 7
SUBSCRIBERS

The names and addresses of the subscribers to these Articles were as follows:

<u>NAME</u>	<u>ADDRESS</u>
Max Pete McNabb	260 North Albee Farm Road Nokomis, Florida 33555
Welsey J. Knadle	4063 Gatewood Drive Sarasota, Florida 33582
Bette T. Runnette	7140 Point of Rocks Circle Sarasota, Florida 33581

ARTICLE 8
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first Board Meeting following the Annual Members' Meeting of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

ARTICLE 9
DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the Bylaws. Directors must be members of the Association or spouses of members.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the referenced Acts, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgment, fines (including, but not limited to, civil penalties imposed by the Division of Florida Condominiums, Timeshares and Mobile Homes) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless:

(a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor 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 proceedings, that he had reasonable cause to believe his conduct was unlawful, and

(b) such court further specifically determined that indemnification should be denied.

The termination or any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner 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 agents as permitted by §607.0850 (7), Florida Statutes.

10.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 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.

10.3 Advances. 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 proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

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

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as 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 power to indemnify him against such liability under the provisions of the Article.

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 BYLAWS

The Bylaws of the Association may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE 12 AMENDMENTS

12.1 Amendments. These Articles may be altered, amended or repealed in the following manner:

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

(b) Proposing the Amendment. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the members of the Association.

(c) Vote. Members not present in person at the Members' Meeting considering the amendment, may express their vote by proxy, in writing, providing such ballot and proxy is delivered to the Secretary at, or prior to the Members' Meeting. An affirmative vote of not less than two-thirds (2/3rds) of the members casting a vote, either in person or by proxy, is required to effect the change.

(d) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is filed with the Florida Secretary of State and recorded in the Public Records of Sarasota County.

IN WITNESS WHEREOF, said Association has caused these Amended and Restated Articles of Incorporation to be signed in its name by its President, this 5th day of June, 2009.

ATTEST:

FAIRWAY WOODS CONDOMINIUM
ASSOCIATION, INC.

By: Judith Pirkey
Judith Pirkey, Secretary

By: James Stefan
James Stefan, President

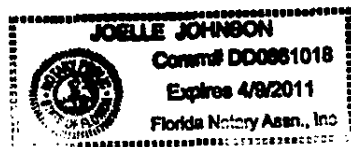
WITNESSES:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared James Stefan, as President and Judith Pirkey, as Secretary, of FAIRWAY WOODS CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Amended and Restated Articles of Incorporation on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amended and Restated Articles of Incorporation and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this _____ day of June, 2009.



My Commission Expires:

Joelle Johnson
Printed Name of Notary:
Joelle Johnson
Notary Public
Commission # DD0661018