# Experience The Difference

# SEA ISLAND SOUTH CONDOMINIUM IV C/O AMERI-TECH PROPERTY MANAGEMENT



1-16-08

Re: Certificate of Approval and Filing of Restatement of Declaration

# Dear Owners:

Please find enclosed the certificate of approval for the filing of the Restatement of the Declaration. Please keep this as your official copy.

Should you have any questions, feel free in contacting management.

Sincerely,

Scott Vignery / LCAM Property Manager This Instrument Prepared by and return to:

Elizabeth R. Mannion BAXTER, STROHAUER, MANNION & SILBERMANN, P.A. 1150 Cleveland Street, Suite 300 Clearwater, FL 33577

KEN BURKE, CLERK OF COURT PINELLAS COUNTY FLORIDA INST# 2007391076 12/13/2007 at 09:56 AM OFF REC BK: 16085 PG: 1552-1588 DocType:CONDO RECORDING: \$316.00

CERTIFICATE OF APPROVAL AND FILING OF RESTATEMENT OF A DECLARATION OF CONDOMINIUM FOR SEA ISLAND SOUTH CONDOMINIUM IV, INC.

On December 4, 2007, a meeting was held of the Board of Directors and Association of SEA ISLAND SOUTH CONDOMINIUM IV, INC. a Florida Corporation, and with not less than seventy-five (75%) percent of the voting members duly qualified to vote, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend by restatement of a Declaration for SEA ISLAND SOUTH CONDOMINIUM IV, which was recorded in O. R. Book 4293, Page 290, et seq., in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Section 13, does hereby file the RESTATEMENT OF A DECLARATION FOR SEA ISLAND SOUTH CONDOMINIUM IV.

THIS RESTATEMENT OF A DECLARATION FOR SEA ISLAND SOUTH CONDOMINIUM IV, INC., is made this / day of December, 2007.

SEA ISLAND SOUTH CONDOMINIUM IV, INC.

FREDERICK S. VANORE, President

Attest: Jal h (suitehmann)
JANE DEUTSCHMANN, Secretary

#### STATE OF FLORIDA

#### **COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this  $\int \mathcal{O}$  day of December, 2007, by FREDERICK S. VANORE and JANE DEUTSCHMANN, as President and Secretary, respectively, of SEA ISLAND SOUTH CONDOMINIUM IV, INC., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced FLORIDA DRIVEN LICEUSE as identification.

> COLLAIN PUBLIC STATE OF PLOBINA LESLIE R. NOVAK
> COMMISSION # DD367467
> EXPIRES: DEC. 11, 2008
> Ecoded Then Atlantic Bonding Co., Inc.

Notary Public
My Commission Expires: 12/1/08

# AMENDED AND RESTATED DECLARATION

FOR

SEA ISLAND SOUTH CONDOMINIUM IV

# AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR SEA ISLAND SOUTH CONDOMINIUM IV

## (PURSUANT TO FLORIDA STATUTES CHAPTER 718)

#### A. Submission Statement:

The undersigned hereby submits the condominium property as same is hereinafter described to condominium ownership.

#### B. Name:

The name by which this condominium is to be identified is SEA ISLAND SOUTH CONDOMINIUM IV.

## C. Legal Description of Land Included:

From the SE corner of Lot 67, Unit 8, ISLAND ESTATES OF CLEARWATER. as recorded in Plat Book 54, pages 73 and 74, of the Public Records of Pinellas County, Florida; run Southerly along a curve to the left of 1050 feet radius along the Westerly right of way line of Island Way (chord bearing S 1°02'32" W., chord distance 20.83 feet) 20.83 feet; thence continue Southerly along said right of way line on a curve to the left of 2757.46 feet radius (chord bearing S 1°30'57" E., chord distance 191.49 feet) 191.53 feet to the SE corner of SEA ISLAND NORTH CONDOMINIUM THREE as recorded in Condominium Book 6, pages 65 through 68, Public Records of Pinellas County, Florida; for a Point of Beginning; thence continue Southerly along said right of way line on a curve to the left of 2757.46 feet radius (chord bearing S 5°44'21"E., chord distance 214.92 feet) 214.98 feet; thence run N 84°04'26"W., 286.30 feet; thence run N 63° 39'03"W, 100 feet; thence run N 66° 01'10"W., 1.00 feet; thence run N 22°54'14" E., along the Bulkhead Line 208.28 feet; thence run N 25°01'45" E., continuing on Bulkhead Line 15.54 feet to the Southwesterly corner of SEA ISLAND NORTH CONDOMINIUM THREE; thence run S 66°01'10"E., along the Southerly line of SEA ISLAND NORTH CONDOMINIUM THREE 130.82 feet; thence run S 84°49'23" E., continuing along said Southerly line of SEA ISLAND NORTH CONDOMINIUM THREE 147.25 feet to Point of Beginning.

#### D. Identification of Units:

The units of this condominium are identified by number pursuant to and as shown on Exhibit "A" attached hereto and made a part hereof. Condominium plats pertaining hereto are filed in Condominium Plat Book 21, pages 44 through 53.

# E. Survey, Plot Plan and Graphic Description of Improvements:

Exhibit "A" attached hereto and made a part hereof, consisting of ten (10) pages, contains all information, matters and things as required by Florida Statutes Chapter 718.

# F. <u>Undivided Shares in the Common Elements</u>:

	Percentage of Undivided Shares In the Common Elements			
Unit Number	Appurtenant to Each Unit			
Oint ivanioei	Appurtenant to Each Onit			
101	1.64165%			
103	3.42401%			
104	3.23639%			
201	2.90806%			
202	2.86116%			
203	3.18949%			
204	3.09568%			
301	3.00187%			
302	2.90806%			
303	3.23639%			
304	3.14258%			
401	3.14258%			
402	3.00187%			
403	3.28330%			
404	3.23639%			
501	3.23639%			
502	3.09568%			
503	3.37711%			
504	3.30020%			
601	3.37711%			
602	3.18949%			
603	3.42401%			
604	3.47091%			
701	3.47091%			
702	3.28330%			
703	3.51782%			
704	3.56472%			
801	3.61163%			
802	3.37711%			
803	3.65853%			
804	3.73560%			

Total:100.00000%

G. Percentages and Manner of Sharing Common Expenses and Owning Common Surplus: Each unit owner shall share that percentage of the common expenses, and own that percentage of common surplus, as is hereafter attributed to the respective units provided, however, that any such common surplus shall be retained by the Association or its agents hereinafter defined for the purpose of the Association, to-wit:

Unit Number

Percentages of Common Expenses and Surplus

All units

3.22580%

#### H. Voting Rights:

There is hereby allocated one (1) vote to each of the thirty-one (31) condominium parcels. Each vote shall be cast by the respective unit owner or by proxy in accordance with the By-Laws. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit.

#### I. Amendments:

- (1) This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of seventy-five (75%) percent of the unit owners.
- (2) The above provision, however, shall not apply to any amendment attempting to change: (a) any condominium parcel; (b) voting rights;(c) percentages of sharing common expenses and owning common surplus; or (d) any provision contained herein pertaining to termination

of the condominium. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners shall be required.

Not withstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendments of this Declaration or of the By-Laws attached hereto, which in any way alters, changes, limits, diminishes or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of said institutional mortgagee in order to become effective.

All amendments shall be recorded as required by law.

J. <u>By-Laws</u>: The By-Laws of this condominium are as set forth in Exhibit B attached hereto and made a part hereof. The By-Laws may be amended in the same manner as this Declaration, as provided in Paragraph I (1) above.

#### K. Name of Association:

The name of the association responsible for the operation of this Condominium is SEA ISLAND SOUTH CONDOMINIUM IV ASSOCIATION, INC.

# L. Additional Provisions, Covenants, Restrictions, Conditions and Limitations:

(1) Assessments: Monies or funds for the payment of common expenses shall be assessed against the unit owners in the percentage of their common expense provided herein and shall be determined, levied, collected, held, and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorney's fees incurred by the Association

incident to the collection of any such assessment or enforcement of such lien.

- (2) <u>Termination</u>: The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The joinder and consent of all holders of recorded liens affecting any of the condominium parcels shall be required.
- (3) Insurance: The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned by the Association, against loss or damage by fire, flood, windstorms and other hazards and extended coverage endorsements; such policy shall be in an amount which shall be equal to the maximum insurable replacement value of the property. The Association shall not be responsible for or required to obtain insurance coverage for electrical fixtures, appliances, air conditioning and heating. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, and their mortgagees as their interests may appear, and provisions shall be made for the issuance of mortgagee endorsements to the mortgagors of respective units. The policy shall be without prejudice to the rights of the unit owners to obtain individual unit insurance as they see fit. In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. If the insurance proceeds are

insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency. In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty (50%) percent of their then value, the common elements will nevertheless be rebuilt as heretofore provided unless seventy-five (75%) percent of all unit owners shall elect within ninety (90) days of the date of loss not to rebuild, in which event the condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, officers, and unit owners against possible liabilities arising out of the use of the common elements and units. Said policy shall be in such amount to be determined by the Board of Directors.

The Association shall also carry Workers' Compensation Insurance. All insurance premiums shall be included and treated as a common expense.

(4) (a) Common Elements and Limited Common Elements: The common elements shall include the land and all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the

owners' respective units, including paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act. Windows, window frames, and window operating mechanisms shall be part of individual units and not common elements. If available at reasonable cost, the Association shall obtain insurance to cover windows blown out by storm winds, but unit owners shall remain responsible for any damage to their unit or its contents by storm winds.

<u>Limited Common Elements</u>: Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units, such as balconies, carports and first floor patios.

- (b) No material alteration or substantial addition to the common elements shall be made, except upon the affirmative vote of seventy-five (75%) percent of the unit owners.
- (c) Use of the recreation room and swimming pool are subject to the rules in the Blue Book as adopted by the Board of Directors. The swimming pool and adjoining area is available for unit owners and guests and may not be reserved for private use. The recreation room will usually be available for use by all members, but private use by any member on a specific date must be arranged by application to the Board and by payment of a nominal fee for clean up and normal wear and tear. Users will be liable for damages.
- (5) <u>Parking area</u>: The Association shall allocate one of the numbered carports identified below to each of the units. Any changes to the parking plan shall require approval by seventy-five (75%) percent of the vote of the unit owners.

The Association shall have the right to assign the remaining spaces to its members as further provided below:

<u>Unit</u>	Carport	Unit	Carport	Unit	Carport
101	31	401	30	701	17
		402	16	702	19
103	13	403	5	703	7
104	8	404	10	704	21
201	27	501	12	801	3
202	11	502	9	802	23
203	20	503	22	803	28
204	15	504	25	804	1
301	29	601	2		
302	4	602	26		
303	6	603	24		
304	14	604	18		

Uncovered spaces numbered 32 through 44 are reserved for second cars owned by unit owners who apply for the space and pay for same at the rate prescribed by the Board of Directors. Use of uncovered parking spaces #32-#44 shall be determined by the Board of Directors on a first come, first served basis. Owners leaving for a period of over three months must notify the Board of Directors of their date of departure and estimated date of return; their spaces will be made available to owners of second cars, to be determined by the Board of Directors on a first come, first serve basis.

The remaining five spaces numbered 45 through 49 are reserved for guests of unit owners. The loading dock may be used by unit owners for car washing but it is expected that the space will be vacated immediately upon completion of the washing.

All monies paid as established by the board of directors for the use of additional spaces shall be payable to the Association and used by the Association toward the payment of common expenses, and all such payments shall be in addition to all other regular and/or special assessments.

All parking spaces and carports are for the purpose of parking one unlettered, non-commercial vehicle and for no other purpose. No boats or trailers shall be allowed. If the owner of a unit should not maintain an automobile, the space originally assigned to his unit shall become available to the Board of Directors for temporary assignment to produce income for the Association but shall revert to use by the original unit owner, his/her heirs, successors or assigns, should he/she acquire a car or sell to a car owner.

- (6) Obligation of Unit Owners Rules and Regulations: All unit owners and occupants shall conform to and abide by the Declaration, the By-Laws, the Rules and Regulations (Blue Book), regarding their use of their respective units and common elements and further agree to abide by such additional Rules and Regulations as may be adopted from time to time by the Board of Directors of the Association, including:
- (a) The assessment for common expenses is payable monthly in advance and is due on the first day of each month.

- (b) No unit shall be used for any purpose other than a single-family residence.
- (c) All unit owners shall keep and maintain their respective units in good condition and repair, and shall promptly pay for all utilities that are separately metered to each unit.
- (d) No obnoxious, illegal, or significantly offensive activity shall be carried on in any unit or in any part of the property, nor any activities which become a serious annoyance or nuisance to or which may in any way interfere with the quiet enjoyment by each unit owner of his or her respective unit.
- (e) No sign shall be displayed in any unit or in any portion of the property without written approval from the Board of Directors.
- (f) No pets shall be permitted on condominium property, nor shall any unit owners keep or permit to be kept in their units, pets of any kind or nature except for fish, of the type that are commonly kept as pets.
- (g) Unit owners, their families, and their guests, shall in no way deface or mar, or make any alteration, repair, replacement, or change in or to the common elements and shall be liable for damages.
- (h) Unit owners leaving over an extended period of time shall notify the Board of Directors of the date of departure and estimated date of return.
- (i) No unit owner shall make any alteration, improvement, or work within his respective unit without prior approval from the Board of Directors, which approval will not be withheld unless the work, improvement, or

addition shall tend to jeopardize the safety or soundness of the common elements or will in any way impair easements.

- (j) All common hallways, recessed entries, individual air conditioning closets, balconies and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis, except on floors 2 through 8 where members may share the use of the closets in the south hallways. Building storage and equipment rooms shall be under the control of the Association and no personal possessions on the owners shall be stored therein.
- (k) No clothing, bedding, or other similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over or on balconies. Wind or sun shields, if attached to balcony rails, shall be of uniform color and design approved by the Board of Directors. Banners and/or flags are not permitted except as provided in the Association's Blue Book. Banners and/or flags may not hang below the balcony.
- (1) All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.
- (m) All occupants of units shall exercise extreme care about making noise, or the use of vocal or musical instrument practice, radios, televisions, and electronic devices that may tend to disturb other occupants.
- (n) No child under the age of eighteen (18) years shall be permitted to occupy or reside in a unit, except on a temporary visitation basis as otherwise provided for herein.

- (o) Unit owners shall be permitted to have guests of any age for up to four weeks in a six month period beginning from the date of the first guest's occupancy. No more than four people (including owners and guests) shall occupy a one bedroom unit, and no more than eight (8) people (including owners and guests) shall occupy a two bedroom unit. Owners shall be present during their guests' occupancy of the unit unless the guests are deemed "family" as defined by the rules and regulations in the Blue Book. The Board of Directors may waive this provision under extenuating circumstances.
- (p) Any unit owner may install a bolt or chain lock to prevent all access when the owner is inside the unit but a key to any special lock added to prevent access in his or her absence must be given to the Association for storage in the lockbox in the meter room.
- (q) Employees of the management or the Association are not available for personal service during working hours.
- (r) Packages delivered by the U.S. Postal Service will be placed in the inner lobby by the postman. Other delivery services are required to use the intercom system to contact the recipient unit owner. Residents are asked to accept deliveries at the front door or the loading dock.
- (s) Grilling is not permitted on balconies or patios. Grills designed for outdoor use may not be used inside units. An outdoor grill near the gazebo is provided for the use of unit owners.
- (t) Unit owners shall not add to or remove plants from the landscaping without the written approval of the board of directors.

- (u) Unit owners replacing floor coverings must obtain prior approval from the Board of Directors to ensure sufficient soundproofing.
- (v) Floor supported, not wall mounted, washers and dryers may be installed in any unit provided that such installation is made in the kitchen-breakfast room area with connections made to the plumbing and duct sections as such are already available for this purpose and provided that a lint screen device be used outside and further provided that the equipment shall be started in time to complete its operation before 8 p.m. and remain inoperable until 9:00 a.m.
- (w) The carport storage or "workshop rooms" are electrically equipped and operate from the House meter. Normal electrical use is assumed to be occasional use in connection with storing items or an hour now and then at a work bench. Charges for continual electrical demand for lights, tools, freezers, etc. shall be determined by the Board of Directors and will be charged to the user.
- (x) Failure of a unit owner to comply with these UNIT OWNER OBLIGATIONS shall entitle the Association to all relief provided under the Condominium Act, as well as other relief legally available. Should it become necessary for the Association to hire an attorney to obtain compliance with these Unit Owner Obligations, the unit owner involved shall be liable for the legal fees and costs incurred by the Association.
  - (7) <u>Restrictions on Transfer of Unit</u>: Prior to the sale or transfer of a unit, the owner planning to sell or transfer shall first obtain written approval from the Board of Directors. The board may establish fees to be charged

to the prospective owner and may also require an interview with the prospective owner before it grants approval.

- (8) <u>Leasing Prohibited</u>: Leasing or renting of units by owners is prohibited.
- (9) Housing for Older Persons: In accordance with the provisions of the Fair Housing Act, as amended, South Sea Island Condominium IV shall provide housing for older persons. In furtherance of this, at least one person 55 years of age or older must occupy the unit at all times. Persons over the age of 18 and under the age of 55 may permanently occupy the unit as long as at least one person 55 years or older is in residence. Persons under the age of 18 may not permanently occupy a unit. "Permanent" occupancy shall mean occupancy more than thirty (30) days in any twelve month period.

Notwithstanding the foregoing, the board may, upon written application demonstrating a hardship, allow up to twenty (20%) percent of the units in the condominium to be occupied where no person is 55 years of age or older, as long as the minimum requirements of the Fair Housing Act are met.

#### SEA ISLAND SOUTH CONDOMINIUM IV

Candrel

BY: Trederich 5 Vour

Secretary

ATTEST Me Whitelesseam

## STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, FREDERICK S. VANORE and JANE DEUTSCHMANN, well known to me to be the President and Secretary respectively of SEA ISLAND SOUTH CONDOMINIUM IV, owner in the above and foregoing Amended and Restated Declaration of Condominium and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in Clearwater, Pinellas County, Florida, on this 10 day of December, 2007.

LESTIR R. NOVAK
COMMISSION & DD367467
EXPIRES: DEC. 11, 2008
Executed thru Miantic Scooling Co., Jac.

Notary Public

My Commission Expires: 12 . 11 . 08

GOV'T. LOT 3, FRAC. SEC 5,

TWP 29S. RGE. 15E.

CLEARWATER, PINELLAS COUNTY, FLORIDA

J. F

O. R. BOOK 4293 PAGE 291/326

# EXHIBIT "A"

#### 1 of

10 Page

1000 St. 100 BEAR

ZORHI

DAY COMPANY

DEDICATION: Know all men by these presents, that we william A Smith brand Charles F. Barbar Vice President and Secretary respectively of North Bay Company, as owners, have caused the land embraced in the plat to be surveyed, laid out and platted as SEA ISLAND SOUTH CONDOMINION TO.  $W_{\rm e}$  100 feet ; thence run N. GG\*OI' 10"W., 1.00 feet ; thence run N. 22° 54′ 14" E., along the Bulkhead line, 208.28 feet; thence run N. 25° 01′ 45" E continuing along the Bulkhead Line 15.54 feet to the SWIY corner of SEA ISLAND NORTH CONDOMINIUM III; thence run S. GG° OI' IO" E., along the S'Iy line of SEA ISLAND NORTH CONDOMINIUM III, 130.82 feet; thence run S. 84°49' 23" E., distance 20.83 feet) 20.83 feet; thence continue Sily along said right-of way line on a curve to the left of 2757.46 feet radius (chord bearing 5.1° 30' 57' E., chord distance 191.49' Public Records of Pinellos County, Florida; run Siyalong a curve to the left of 1050 feet radius along the Wily right of-way line of Island Way (Chord bearing S. 1º 02' 32' W.) Chord Point of Baginning ; thence continue Sily along Said right-of: way line on a curve to the left of 2757.46 feet radius (chord bearing S. 5° 44' 21" E. chord distance 214.92 feet) 214.98 feet; DESCRIPTION: From the S.E. corner of Lot 67, UNITS ISLAND ESTATES OF CLEARWATER as recorded in Plat Book 54, Page 73 ¢ 74, continuing along said Sily line of SEA ISLAND NORTH CONDOMINIUM  $\Pi_1$  147.25 feet to the P.O.B. 65 through 68 Public records of Pinellas County, Florida, for a CONDOMINIUMIII as recorded in Condominium Plat Book 6, pages feet ) 191.53'feet to the S.E. Corner of SEA ISLAND NORTH thence run N.84° 04′ 26″ W. , 286.30 feet; thence run N.63° 39′ 03′

> staked and monuments were set as indicated and that SURVEYOR'S CERTIFICATE: I hereby certify that on this 5th A.D. 1975, this property was surveyed and

dimensions and angles are correct.

The undersigned futher certifies that the plat of SEA ISLAND SOUTH CONDOMINIUM IX, sheets I thru—constitutes a correct Chit therein. and size of the common elements, and of each Condominium determined therefrom the identification, location, dimension property described therein, and that there can be representation of the improvements located upon the real

Dried Harold R. Johnson Req. Land Surveyor Nº742 Req. Engineer Nº 3700 જ

Charles F. Barber, Witness r, Sec.

William A. Smith Jr. Vice Pres

Witness

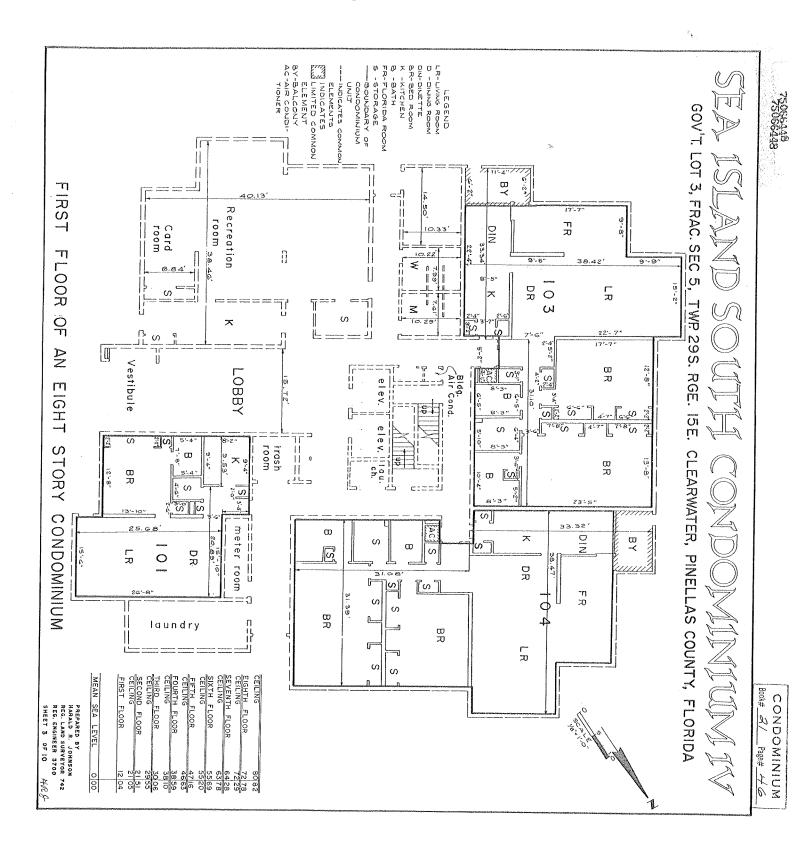
ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF PINELLAS SS

1975 A.D. before me a Notory Public in and for Said
County, personally appeared william A. Smith and
County, personally appeared william A. Smith and
Charles F. Barber Vice president and secretary of
North Bay Company, a corporation and secretary of
of the State of Florida, to me known to be the
persons described in and whey acknowledged the
foreacing described in and whey acknowledged the
execution thereof to be their own free actions deed.

PREPARED BY
HARALD R. JOHNSON
REG. LAND SURVEYOR 742
REG. ENGINEER 3700
SHEET | OF |O

Notary Public - State of Florida at large

CONDOMINIUM
Book# 3/ Page# 45



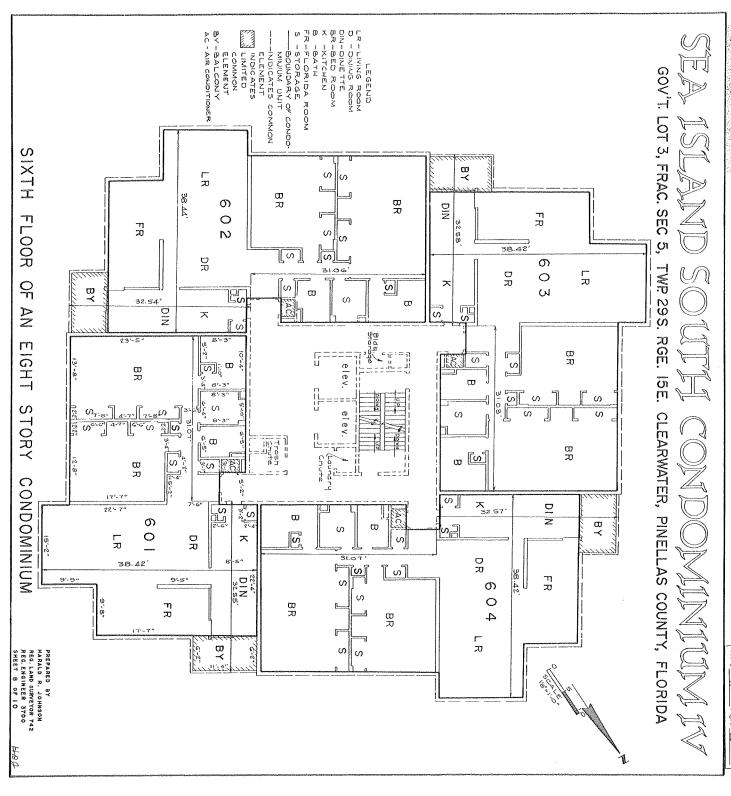
Book# 2/ Page# 47

CONDOMINIUM

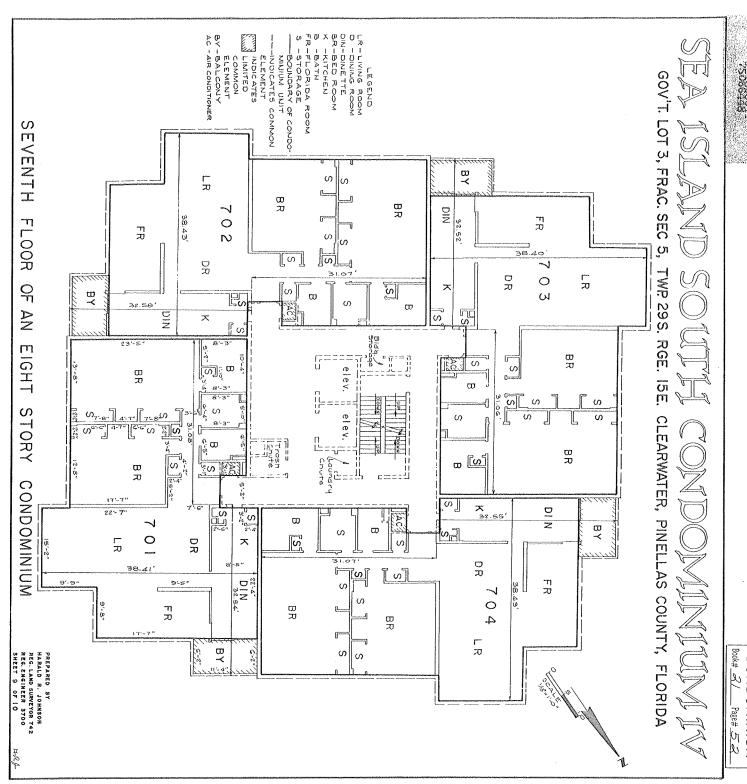
Book# 2/ Page# 48

SERVER SERVE

1



CONDOMINIUM



CONDOMINIUM

CONDOMINIUM

Book# 2/ Page# 53

-75<u>0085748</u>8

#### **EXHIBIT B**

### AMENDED BY-LAWS

of

# SEA ISLAND SOUTH CONDOMINIUM IV

The operation of the condominium property of the Sea Island South Condominium IV shall be governed by these By-Laws, and in accordance with the provisions of Florida Statutes, Chapter 718, known as (and hereafter referred to) the Condominium Act.

#### ARTICLE I.

#### **DEFINITIONS**

As used in these By-Laws, all words, phrases, names and/or terms shall have the same meaning and be used and defined the same as they are in the Condominium Act.

#### ARTICLE II.

#### THE ASSOCIATION

- Section 1. <u>Name</u>. The name of this Association is Sea Island South Condominium IV.
- Section 2. <u>Legal Status</u>. The Association is incorporated as of the 20<sup>th</sup> day of March 1978.
- Section 3. <u>Members</u>. The owners of the condominium parcels shall be the members of this Association.
  - (a) Any legal entity capable of ownership of real property under the Laws of Florida shall be eligible for membership.

- (b) Any legal entity, upon acquiring title to a condominium parcel, shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.
- (c) Any spouse of a member of the Association living in residence with said member at the condominium property shall be eligible to hold office in the Association and shall be in all respects considered as a member of the Association except that at any election held under these By-Laws, only one vote may be cast by either the spouse or the record owner member.

Section 4. <u>Place of Meetings</u>. Meetings of the membership shall be held in the Recreation Room of Sea Island South or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 5. <u>Annual Meetings</u>. An annual membership meeting, which includes the election of directors, will take place in February, the time and place of said meeting to be determined by the Board of Directors, with not less than sixty days notice, followed by a thirty-day second notice sent to all unit owners and a fourteen day posted notice.

Section 6. <u>Notice of Meetings</u>. It shall be the duty of the Secretary to mail a notice of each annual meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his/her address as it appears on the membership book of the Association, or if no such address appears, at his/her last known place of address.

Section 7. Special Meeting. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the board of directors or upon a petition signed by twenty percent of the members having been presented to the Secretary. Two days notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of seventy-five percent of the members present and voting or by proxy.

Section 8. <u>Majority of Owners</u>. As used in these By-Laws, the term "majority of owners" shall mean unit owners having the right to vote sixteen (16) or more votes.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 8 of this Article, shall constitute a quorum.

Section 10. <u>Adjourned Meetings</u>. If any meeting of members cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may (except as otherwise provided by law) adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 11. <u>Voting</u>. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of seventy-five (75%) percent present and voting or by proxy, shall decide any question brought before such a meeting.

Section 12. <u>Proxies</u>. A member may appoint any other member as proxy. Any proxy must be filed with the Secretary at or before the appointed time of each meeting.

Section 13. <u>Order of Business</u>. The order of business at all annual or special meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Appointment of inspectors of election (if election to be held)
- (g) Election of board members (if election to be held).
- (h) Unfinished business.
- (i) New business.

#### ARTICLE III.

#### **ADMINISTRATION**

#### A. BOARD OF DIRECTORS

Section 1. <u>Number and Qualification</u>. The affairs of the Association shall be governed by a board of directors composed of five to seven persons, all of whom shall be members of the Association, and be current in the payment of their respective assessments, and in compliance with the rules and regulations of the Association.

Section 2. <u>Powers and Duties</u>. The board of directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are noted by the Declaration, the Condominium Act, or these By-Laws to be exercised and done by the members or officers. The powers of the board shall include, but not be limited to, the following:

- (a) To prepare and adopt an annual operating budget, which budget shall be sufficient in an amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep, and replacement of the common elements, and for contingencies.
- (b) To promulgate such rules and regulations pertaining to use and occupancy of the common elements as may be deemed proper, and which are consistent with these By-Laws, the Condominium Act, and the Declaration. Such rules and regulations shall require the affirmative vote or written approval of seventy-five percent of the unit owners before becoming effective. However, the Board shall have the exclusive right to run the day-to-day operations concerning building and grounds, safety, and maintenance.
- (c) To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.
- (d) To determine who shall act as legal counsel for the Association whenever necessary.
- (e) To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements and set the salaries of said personnel.
- (f) Assess and collect all assessments pursuant to the Condominium Act.
- Section 3. <u>Management Agent</u>. The board of directors may employ a management agent at a compensation established by the board to perform such duties and

services as the board shall authorize, including, but not limited to, the duties listed in Section 2 of this Article. Such employment shall be set forth in a Management Agreement.

Section 4. <u>Term of Office</u>. The term of office for each director shall be fixed at two years.

Section 5. <u>Vacancies</u>. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the unit owners, shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the owners at the next annual meeting of the Association to serve the balance of the term.

Section 6. <u>Removal of Directors</u>. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a vote of seventy-five (75%) percent of the membership present and voting or by proxy.

Section 7. <u>Compensation</u>. No compensation shall be paid to directors for their services as directors.

Section 8. <u>Organization Meeting</u>. The first meeting of a newly elected board of directors shall be held within ten days of election, at such a place as shall be fixed by the board at the meeting at which such directors were elected. Unless the organizational meeting is held immediately after the election, two days notice of the meeting shall be posted for all members. No notice shall be necessary to the newly elected directors in order legally to constitute such a meeting, providing a majority of the board of directors shall be present.

Section 9. <u>Regular Meetings</u>. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director, personally or by mail, telephone, email or fax, and posted for all members, at least two days prior to the date named for such meeting.

Section 10. <u>Special Meetings</u>. Special meetings of the board of directors may be called by the President on two days' posted notice to members and notice to each of the directors, given personally or by mail, telephone, email or fax, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the President, Vice President, or Secretary, in like manner and on like notice, on the written request of at least two directors.

Section 11. Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the actions of the majority of the directors present at the meeting at which a quorum is present shall be considered the actions of the board of directors. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

#### B. OFFICERS.

Section 1. <u>Designation</u>. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected

by and from the board of directors. The board of directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 2. <u>Election of Officers</u>. The officers of the Association shall be elected annually by the board of directors at the organization meeting of each new board, and shall hold office at the pleasure of the board.

Section 3. <u>Removal of Officers</u>. Upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

Section 4. <u>President</u>. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the board of directors. He/she shall have all of the general powers and duties which are usually vested in the office of President of the Association, including but not limited to, the power to appoint committees from among the owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. <u>Vice President</u>. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the board of directors shall appoint some other member of the board to do so on an interim basis. The Vice president shall also perform such other duties as shall from time to time be imposed upon him/her by the board of directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings

of the board of directors, and the minutes of all meetings of the Association, he/she shall

have charge of such books and papers as the board of directors may direct; and he/she

shall, in general, perform all the duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for

Association funds and securities, and shall be responsible for keeping full and accurate

accounts of all receipts and disbursements in books belonging to the Association. He/she

shall be responsible for the deposit of all monies and other valuable effects in the name,

and to the credit, of the Association in such depositories as may from time to time be

designated by the board of directors.

SEA ISLAND SOUTH CONDOMINIUM IV

BY: <u>Inederell 5 Vanore</u> FREDERICK S. VANORE,

President