

Prepared by and return to:
Ellen Hirsch de Haan, J.D.
Becker & Poliakoff, P.A.
2401 West Bay Drive, Suite 414
Largo, FL 33770

CERTIFICATE OF RECORDING
THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, BY-LAWS,
ARTICLES OF INCORPORATION AND RULES AND REGULATIONS
OF SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT attached is the Second Amended and Restated Declaration of Condominium, By-Laws, Articles of Incorporation and Rules and Regulations of Sea Club of Indian Shores Condominium Association, Inc., the original Declaration of Condominium, By-Laws, Articles of Incorporation and Rules and Regulations were recorded in Official Records Book 4892 at Page 36 et seq., amended and restated at Official Records Book 6975, at Page 1264, and at Condominium Plat Book 35 Page 50 of the Public Records of Pinellas County, Florida. The Second Amended and Restated documents were duly adopted in the manner provided in the Condominium Documents at a meeting held March 17, 2005.

IN WITNESS WHEREOF, we have affixed our hands this 15th day of August, 2005, at Largo, Pinellas County, Florida.

WITNESSES

SEA CLUB OF INDIAN SHORES
CONDOMINIUM ASSOCIATION, INC.

Sign Janine DeFini

Print JANINE DEFINI

By: Richard Casey
Richard Casey, Secretary/Treasurer

Sign Sheila Koonce

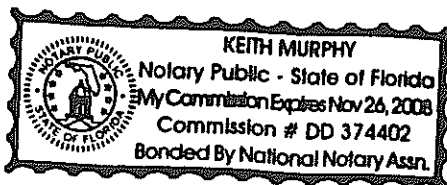
Print Sheila Koonce

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of August, 2005, by Richard Casey, as Secretary/Treasurer of Sea Club of Indian Shores Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:
SIGN Keith Murphy
PRINT Keith Murphy
State of Florida at Large

My Commission Expires:



**SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Sea Club of Indian Shores Condominium was recorded in the Public Records of Pinellas County, Florida at O.R. Book 4892, Page 36 et seq.; and

WHEREAS, the Board of Directors of Sea Club of Indian Shores Condominium Association, Inc., have duly adopted and approved this Amended and Restated Declaration of Condominium, together with the exhibits referenced therein and attached hereto, to amend, restate, and integrate all the existing provisions of the condominium documents into one single instrument; and

WHEREAS, this Amended and Restated Declaration of Condominium, together with the exhibits, contains various amendments to those documents which are necessary to provide a consistent and workable set of governing documents for the condominium.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby submit or resubmit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Florida Condominium Act or the Act, as the same may be amended from time to time, the below described land and improvements thereon, situate, lying and being in the County of Pinellas, State of Florida.

NOW, THEREFORE, this Declaration of Condominium provides for and declares the following:

1. **SUBMISSION OF LAND TO CONDOMINIUM OWNERSHIP** – The following described real property, hereinafter referred to as "Condominium Property" is hereby submitted to condominium ownership, in fee simple absolute:

All that property submitted to condominium ownership in unmarked Exhibit of the Original Declaration of Condominium beginning at Book 4892, Page 88 of the Public Records of Pinellas County, Florida.

Together with improvements constructed thereon, the same being in Pinellas County, Florida, owned and leased by owners, and after the date of recording of this Declaration shall be subject to the condominium form of ownership according to the terms of this Declaration.

Second Amended and Restated
Declaration of Condominium, By-Laws,
Articles of Incorporation, and Rules and Regulations

2. **CONDOMINIUM NAME** – This condominium shall hereafter be known as Sea Club of Indian Shores, a condominium.

3. **DEFINITIONS** – As used in this Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, or elsewhere in the condominium documents the following terms shall have the following meaning ascribed to them except in cases in which the context clearly indicates a different meaning:

(A) "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof, or as the same may be amended from time to time.

(B) "Articles" mean the Articles of Incorporation of the Association, or as hereafter amended.

(C) "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner, whether same is a regular budgeted assessment or a Special Assessment, as such term is hereinafter defined.

(D) "Association" or "Condominium Association" means Sea Club of Indian Shores Condominium Association, Inc., a not for profit Florida corporation and the entity responsible for the operation of the condominium.

(E) "Building" means any structure or structures which are located in or on the Land (or on any of the property hereafter made part of the Condominium) and in which the Units are located, irrespective of the number of such structures.

(F) "By-Laws" mean the By-Laws of the Association, or as hereafter amended.

(G) "Common Elements" mean and include:

(1) The portions of the Condominium Property which are not included within the Units.

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

(3) An easement of support in every portion of a Unit which contributes to the support of the Building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(5) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

(H) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

(I) "Condominium Documents" shall mean this Declaration, the Articles, By-Laws, Rules and Regulations and all amendments to any of those instruments.

(J) "Condominium Parcel" means a Residential or Nonresidential Unit together with an assigned undivided interest in the common elements.

(K) "Condominium Property" means the land submitted to condominium ownership and all Improvements on the Land, all easements and rights appurtenant thereto intended for use in connection with the Condominium, and all other property, real, personal and mixed, acquired by the Association.

(L) "Nonresidential Units" means that portion of the Condominium Property consisting of covered parking spaces and storage areas as more fully described in the Original Declaration and Surveyors Plat and Articles 5(B) and 7 of this Amended and Restated Declaration of Condominium.

(M) "Original Declaration" means that Declaration of Condominium submitting the herein referenced property to condominium ownership and as same has been amended through the date hereof, said Original Declaration being located at Book 4892, Page 36 et seq. of the Public Records of Pinellas County, Florida.

(N) "Residential Units" means those apartment dwelling spaces, described more fully on the Surveyors Plat and Original Declaration of Condominium and as identified in Articles 5(A) and 6 of this Amended and Restated Declaration of Condominium.

(O) "Surveyors Plat" means those legal descriptions, plans, drawings and graphic illustrations attached as an unmarked Exhibit to the Original Declaration beginning at Book 4892, Page 88 of the Public Records of Pinellas County, Florida.

4. **IDENTIFICATION OF UNITS** – The Condominium consists of residential apartment dwellings or Residential Units which are designated by Apartment Number on the Surveyor's Plat. In addition to the Residential Units, there are storage areas and covered parking spaces designated on the plat which shall be referred to as Nonresidential Units. The Surveyor's Plat is inaccurate in that some of the covered parking spaces do not have contiguous storage areas as indicated on the plat. All ownership interests in the common elements are apportioned as though all Nonresidential units were constructed as indicated on the Surveyor's Plat. In addition to the foregoing Residential and Nonresidential Units, the Original Declaration and Surveyor's Plats indicate the following as part of the Condominium Property:

(A) One Unit (owned by the Association) designated as Unit 51 on the Surveyor's Plat hereinafter referred to as the Manager's Apartment.

(B) Certain storage and office facilities designated as Units 51B, 51C, and 51D on the Surveyor's Plat. These facilities shall be considered limited common elements, appurtenant to the Manager's Apartments.

5. **UNDIVIDED SHARE IN THE COMMON ELEMENTS** - The undivided share in the common elements, shall be owned by the owners of said units in the following percentages:

(A) **Residential Units**

Type A1 (Numbers 102, 202, 302, 402, 502, 104, 204, 304, 404, 504)
.88300

Type A2 (Numbers 101, 201, 301, 401, 501, 105, 205, 305, 405, 505)
1.22572

Type B (Numbers 103, 203, 303, 403, 503)
1.05142

Type C (Numbers 29, 30, 31, 32, 33, 34, 35, 36)
.989775

Type D (Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18)

1.171575

Type E (Numbers 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52)

1.3155625

Type F (Numbers 21, 22, 23, 24, 25, 26, 27, 28)

.893175

Type G (Numbers 19, 20)

1.1679

(B) Nonresidential Units

(i) Building #1

(a) Storage Spaces S1, S2, S3, S4, S5, S6, S7, S8

.083925

(b) Covered Parking Spaces CP101, C0102, CP103, CP104, CP105, CP106, CP107, CP108

.231875

(ii) Building #2

(a) Storage Spaces S9, S10, S11, S12, S13, S14, S15, S16

.083925

(b) Covered Parking Spaces CP109, CP110, CP111, CP112, CP113, CP114, CP115, CP116

.231875

(iii) Building #3

(a) Storage Spaces S17, S18, S19, S20

.083925

- (b) Covered Parking Spaces CP117, CP118, CP119, CP120

.231875

- (iv) Building #5
 - (a) Storage Spaces S21, S22, S23, S24, S25, S26, S27, S28

.0306125
 - (b) Covered Parking Spaces 51B, 51C, 51D, 51E

2.1286

- (v) Building #6
 - (a) Storage Space S34

.0408

- (vi) Building #7
 - (a) Storage Space S35

.0408

- (vii) Building #8
 - (a) Storage Spaces S36, S37, S40, S41, S42, S43, S46, S47

.083925
 - (b) Storage Spaces S38, S39, S44, S45

.115825
 - (c) Covered Parking Spaces CP121, CP122, CP123, CP124,
 CP125, CP126, CP127, CP128

.231875

- (viii) Building #9

(a) Storage Spaces S48, S49, S52, S53, S54, S55
.083933

(b) Storage Spaces S50, S51, S56, S57
.0115825

(c) Covered Parking Spaces CP129, CP130, CP131, CP132,
CP133, CP134
.231867

6. **RESIDENTIAL UNIT BOUNDARIES** – Each Residential Unit shall include that part of the Building containing the apartment dwelling that lies within the boundaries of the Residential Unit, which are as follows:

(A) **UPPER AND LOWER BOUNDARIES** – The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(i) Upper Boundary – The horizontal plane of the unfinished lower surfaces of the structural ceiling concrete slab or other ceiling surface.

(ii) Lower Boundary – The horizontal plane of the unfinished upper surfaces of the floor of the Residential Unit.

(B) **PERIMETRICAL BOUNDARIES** – The perimetrical boundaries of the Residential Unit shall consist of the vertical planes of the unfinished interior surfaces of the walls bounding the Residential Unit extended to their planar intersection with each other and the upper or lower boundaries.

(C) **LIMITED COMMON ELEMENTS** – When there is attached to a building a balcony, terrace, canopy, or other portion of the building servicing the apartment being bounded, it shall be considered to be a Limited Common Element, a portion of the Common Elements reserved for the exclusive use of the apartment to which it is attached. The perimetrical boundaries of the unit shall be the intersecting vertical planes of such structures and the fixtures thereon.

7. **NONRESIDENTIAL UNIT BOUNDARIES** – Each covered parking space and storage space shall be as designated on the Surveyor's Plat. In those situations

where the intended physical Boundaries indicated on the Surveyor's Plat have not been constructed, said boundaries shall be deemed to exist for the purpose of defining the rights and responsibilities of owners of Nonresidential Units.

8. **ASSOCIATION** – The name of the condominium association herein formed is Sea Club of Indian Shores Condominium Association, Inc., a Florida corporation not for profit which shall have all of the powers and duties reasonably necessary to operate the condominium as set forth in the condominium documents.

9. **MEMBERSHIP AND VOTING RIGHTS** – The owners of each Residential Unit shall be entitled to membership in the condominium association. There shall be allocated one vote per Residential Unit regardless of the number of persons owning that unit.

10. **EASEMENT FOR INGRESS AND EGRESS** – There is hereby created a non-exclusive easement for ingress and egress over streets, walks, and other right-of-way serving the units as part of the common elements which are necessary to provide reasonable access to any public way of right-of-way.

11. **APPURTENANCES** – There shall pass with a unit as appurtenances thereto:

(A) An undivided share in the common elements and common surplus.

(B) The exclusive right to use the portion of the common elements subject to the restriction, limitations, duties, rights and privileges provided by the Declaration.

(C) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time.

(D) Such appurtenances as may be provided in this Declaration.

12. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS**

(A) The undivided share in the common elements which is appurtenant to a unit shall not be separated from it and shall pass with the title to the unit whether or not separately described in this Declaration of Condominium or in any other instrument.

(B) The share in common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(C) The shares in the common elements appurtenant to units are undivided, and no action for partition of the common elements shall lie.

13. AMENDMENT OF DECLARATION OF CONDOMINIUM – This Declaration of Condominium may be amended in the following manner:

(A) Proposals: Amendments to the Declaration of Condominium may be proposed by the President of the Association, the Board of Directors or 10% of the Residential Unit Owners.

(B) Notice: Written notice of the subject matter of the proposed amendment shall be provided to the owners of the Residential Units by United States mail to the address which they have registered with the condominium association. Said notice shall be mailed at least ten (10) days prior to the date of the meeting at which the proposed amendments are to be considered.

(C) Resolution: A resolution adopting amendments to the Declaration of Condominium must be approved by sixty-seven (67%) percent of the votes cast, in person or by proxy, at a membership meeting at which a quorum is present. Each Residential Unit shall be entitled to one vote.

(D) Recording: Upon the adoption of the amendment to the Declaration of Condominium, the Association through its officers, shall certify the amendment as having been duly adopted, and shall cause the amendment to be recorded in the public records of Pinellas County, Florida, from which time it shall be effective.

(E) Mortgagees: There shall be no amendment which would materially affect the security interest of any holder, insurer or guarantor of any first mortgage on the Condominium Property without the consent of such holder, insurer, or guarantor. Additionally, the approval of eligible holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to eligible holder mortgages, shall be required to add or amend any material provisions of this Declaration or the By-Laws which establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) assessments, assessment liens, or the priority of assessment liens;
- (c) reserves for maintenance, repair, and replacement of common areas;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the general or limited common areas, or right of their use;

- (f) redefinition of any unit boundaries;
- (g) convertibility of units into common areas or vice versa;
- (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- (i) insurance or fidelity bond;
- (j) leasing of units;
- (k) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (l) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (m) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (n) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

The Association may deem approval granted if eligible mortgagees are notified of proposed amendments by certified mail, return receipt requested and said eligible mortgagees fail to respond within thirty days of receipt of the proposed amendment. All eligible mortgagees shall be entitled to approve all amendments to the Declaration or By-Laws should they file a written request with the Association invoking this right.

14. POWERS AND DUTIES OF THE CONDOMINIUM ASSOCIATION – The powers and duties of the Association, when not inconsistent with the Condominium Act, shall be as follows:

(A) The Association shall have the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair, or replacement of any common elements, or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

(B) The Association has the power to make and collect assessments and to lease, maintain, repair and replace common elements. This shall include the specific authority to lease Nonresidential Units owned by the Association to owners of Residential Units upon such terms as may be agreed upon.

(C) The association shall maintain accounting records in the county where the condominium is located, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times.

(D) The Association shall have the power to purchase units in the condominium and to acquire and to hold, lease, mortgage and convey them.

(E) The Association shall, as set forth hereafter, obtain and maintain adequate insurance, including Directors and Officers Liability Insurance, to protect the Association and the common elements. A copy of any policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

(F) The Association shall have the authority, without the joinder of any unit owner, to grant, modify or move any easement for ingress and egress or for the purpose of utilities, if the easement constitutes part of or crosses the condominium property.

(G) The Association shall have all powers as are granted to a Florida corporation not for profit and as are necessary to discharge its responsibilities under the Condominium Act and the Condominium Documents.

15. ASSESSMENTS; LIABILITIES; LIENS AND PRIORITY; INTEREST; COLLECTION:

(A) A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance.

(B) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made. Liability for assessments shall not be reduced by virtue of the fact that a unit has not been used or occupied.

(C) Assessments and installments on them not paid when due bear interest at the highest rate provided by law until paid. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection, and then to the oldest balance of the assessment due.

(D) The Association has a lien on each condominium parcel for any unpaid assessments, plus interest and late fees. Additionally, if the Association employs an attorney for the purpose of collection of assessments or enforcement of liens, then, in that event the Association shall be entitled to recover reasonable

attorney's fees incurred as an incident to the collection of the assessment or enforcement of the lien, whether said fees are incurred prior to the institution of collection actions and through trial and appeal of such actions.

The lien that the Association has on each condominium parcel shall become effective from and after the recording of the claim of lien in the public records of Pinellas County. The Association may also pursue the collection of the delinquent assessments against the unit owner personally and shall likewise be entitled to recover interest and all costs and attorney's fees expended.

(E) In the event a unit owner remains in possession of a unit after a claim of lien is foreclosed, then in that event, the unit owner shall be required to pay a reasonable rental for the unit; and the Association shall be entitled to apply for the appointment of a receiver to collect that rent.

(F) The Association may, in the discretion of its Board of Directors, purchase a condominium parcel at a foreclosure sale or accept a deed in lieu of foreclosure; and thereafter the Association may hold, lease, mortgage or convey that parcel to any person or entity.

(G) When the mortgagee or a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as a result of receiving a deed in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expense or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to the acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common from all of the unit owners including such acquirer, his successors and assigns. In no event shall this be applicable to mortgages, liens, or encumbrances other than a first mortgage of record. Provided, however, that a first mortgage acquiring title to a condominium parcel as a result of a foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

16. TERMINATION – All of the Residential and Nonresidential Unit Owners in the condominium, may remove the condominium property from the provisions of this Declaration of Condominium and from the provisions of Chapter 718, Florida Statutes, by an instrument to that effect duly recorded, providing, further, that all the holders of all mortgage liens affecting any of the Residential Condominium Parcels must consent hereto and agree by joining in the instrument duly recorded, their liens shall thereupon

be transferred to the percentage of the undivided interest of the unit owner in the property as hereinafter provided.

Upon removal of the condominium property from the provisions of this Declaration of Condominium and from the provisions of Chapter 718, Florida Statutes, the condominium property shall be deemed to be owned in common by the units owners. Unless otherwise provided in the Declaration of Condominium, the undivided interest in the property owned in common by each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements.

17. **ASSESSMENTS** – Assessments for the common expenses against the condominium parcel owners shall be made by the Board of Directors of the Association as more fully set forth in the By-Laws and paid by the unit owners to the Association, in accordance with the following provisions:

(A) **Share of Expenses** – The share of each unit owner shall be in the same percentage as ownership interests in the common elements.

(B) **Special Assessments** – The condominium association is hereby vested with the authority to levy special assessments from time to time as may be necessary for the management, operation, maintenance, repair or replacement of the Condominium Property or for any common expense designated in the Condominium Documents or By-Laws. These additional assessments shall be paid by the Condominium Parcel owners of the Association in the same proportions as for the payment of regular maintenance assessments.

18. **LIMITATION OF LIABILITY** – The limitation of liability of the owner of a unit for common expense is limited to the amounts for which he is assessed for common expenses from time to time in accordance with the Declaration of Condominium and the By-Laws of the condominium association.

19. **MAINTENANCE** –The responsibility of the apartment owner shall be as follows:

(A) **By the Unit Owner**: The responsibility of the apartment owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the apartment contained within the perimeter boundary of the apartment as described in this Declaration , including mechanical equipment within and outside of said apartment unit. To maintain, repair and replace, at his expense, all unit windows, including screens, frames, and mounting and operating hardware; screens of any other kind, including screen enclosures; storm shutters; exterior

unit doors, including frames and mounting and operating hardware; sliding glass doors, including frames, track and any mounting or operating hardware. (Association shall be responsible for caulking around the perimeters of windows on the exterior wall, as part of the waterproofing system of the Condominium Property.) All such maintenance, repair and replacement shall be in accordance with specifications adopted by the Board of Directors, from time to time, to ensure uniform appearance of the exterior of the Condominium Property.

(ii) Not to paint, decorate, or otherwise change the appearance, or any portion of the appearance, or the exterior of the building or portions of the condominium property maintained by the Association, without prior approval of the Board of Directors. The Board may require written specifications for proposed alterations and may prohibit same on aesthetic grounds or upon such other grounds as may be reasonably determined by the Board.

(iii) To promptly report to the Association, any defect, or need for repair or maintenance, for which the Association is responsible.

(iv) To maintain, repair and replace the interior surfaces of any balcony, patio, or terrace, including any tile or other decorative finish or surface on the balcony floor.

(B) By the Association: The Association shall operate, maintain, manage, repair or replace, all portions of a Residential Unit (except interior surfaces, exterior air conditioning compressors and equipment, and window glass) contributing to the support of the apartment building, which portion shall include, but not be limited to the outside walls of the building and all fixtures on the exterior boundary walls of buildings, floor and ceiling concrete slab, load bearing columns and load bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a Residential Unit maintained by the Association, and all such facilities contained within a Residential Unit that services part or parts of the condominium other than the Residential Unit within which contained. The Association shall maintain all portions of Nonresidential Units.

The Association may make contracts for sewer, water, exterior lights, garbage collection, exterior electric service, vermin extermination, road repair, and other necessary services. The Association may purchase equipment, tools, appliances, materials and supplies as are necessary to property maintain the condominium.

20. **INSURANCE** – All insurance policies, excepting title insurance, and insurance for damage to or liability from the interior of the Unit shall be purchased by the Association for the benefit of the condominium parcel owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of mortgage endorsements to the holders of first mortgages upon the condominium parcel or parcels, and, if the insurance company will agree, shall provide that the insurer waive his right to subrogation against or between the individual condominium parcel owners or the Association. Such policies and endorsements shall be held by the Association.

(A) **Additional Insurance** – Each condominium parcel owner may obtain additional insurance at his expense, affording coverage upon his unit, personal property, and for his personal tort liability for the interior of his apartment.

(B) **Condominium Property Coverage** – The Association, or its delegate, shall insure the Condominium Property against destruction, loss, damage by fire or other casualty including floods in a sum not less than the maximum insurable replacement value thereof, exclusive of foundation and land. The term “Condominium Property” used in this Section, and the word “building” used in this Section and in the Association’s hazard policy or any other insurance policy issued to protect any insurable improvements, including the condominium building, does not include unit floor coverings, wall coverings, or ceiling coverings; and does not include the following equipment located within each unit, since the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment (wherever located), water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries; and any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to Florida Statutes, Section 718.111(11), as same may be amended or renumbered from time to time. Individual unit owners shall insure against losses to floor coverings, wall coverings and ceiling coverings, and all real or personal property located within the boundaries of the unit owner’s apartment, which is excluded from Association coverage under this Declaration or the Florida Statutes. All policies issued and renewals thereof on said condominium property, and all improvements to the amount of one hundred (100%) percent of the insurable or replacement value thereof, as aforesaid, are to be assigned to, and in case of loss, be

made payable to the various persons and corporations having an interest therein, as their respective interest may appear.

In the event that a condominium parcel, or parcels, shall be damaged or destroyed by fire, or other insured casualty, the Association shall cause to be commenced within six (6) months from the date of the payment of damages by the insurer and completed within a reasonable time, the repair, restoration and/or rebuilding of the building, or buildings or improvements, so damaged or destroyed, with a building or buildings or improvements substantially in conformity with the original building or buildings or improvements.

The building or buildings involved shall be repaired to a condition as comparable as possible to their condition just prior to the damage. In the event of destruction in excess of seventy (70%) percent of the permanent building or buildings contained within the condominium property by fire or other perils, and 2/3 of all persons entitled to vote on amendments to the Declaration of Condominium as provided herein, shall so elect not to reconstruct, then the proceeds of said fire or extended coverage insurance shall be disbursed to the various owners of the various condominium parcels as a common surplus. The amount of damage by each condominium parcel shall be calculated on a reconstruction or replacement cost basis.

(C) Liability Insurance – The Association shall maintain a general liability policy insuring the various persons and corporation having an interest in any part or all of the condominium property, affording a protection to the limit of \$1,000,000.00 in the event of death or injury in any one accident; and to the limit of not less than \$10,000.00 in the event of damage to any property. Policies subject to a \$1,000.00 deduction shall be deemed satisfactory. Said liability insurance policy shall not apply or afford protection to any such individual person or persons or corporation, or liability arising out of such portions of the condominium property of which such individual, person or corporation has exclusive possession, and to which the common access is denied to other members of the condominium association or general public.

(D) FNMA Approval – Notwithstanding anything herein to the contrary, the Association shall have the authority to purchase such insurance as is required to meet the requirements of FNMA, FHLMC, VA, FHA or any government or private agency involved in the guarantee or purchase of mortgages.

(E) Individual Condominium Parcel Coverage – Each individual unit owner is required to obtain and carry insurance for all portions of the condominium parcel, including personal property, furnishings and equipment, and any other portions of the unit which are not covered by the Association's insurance policies, under Chapter 718, Florida Statutes. The Association may require proof of insurance, from time to time.

21. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE – A unit where casualty damage occurs within the boundaries of an apartment of which the apartment owner has the responsibility to maintain, such other or owners of the apartment or apartments so damaged shall repair the same within one hundred (100) days of the casualty loss and shall bear the cost of such repair. In the event said condominium parcel owners fail to so repair the damage, the Association may pay for the repairs and assess the costs therefore against such condominium parcel owner, and the same shall be a lien against the condominium parcel in the same manner as other liens and assessments.

22. EMINENT DOMAIN – The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association for the Association, Unit Owners and their Mortgagees pursuant to the terms of this Declaration. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and in the event of failure to do so, in the discretion of the Board of Directors, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(1) Unit Reduced But Tenantable – If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each Mortgagee of the Unit included in the Mortgagee roster, the remittance being payable jointly to the Unit Owner and Mortgagee.

(c) If the floor area of the Unit is decreased by more than ten (10) percent by the taking, the share in the Common elements appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share in the proportion by which the floor area of the Unit is reduced by the taking, and then re-computing the shares of all Unit Owners in the Common Elements as percentages of the total of all shares as reduced by the taking.

(2) Unit Made Untenantable – If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) The marked value of such Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each Mortgagee of the Unit included in the mortgagees roster, remittance being payable jointly to the Owner and Mortgagee. If the amount of the award exceeds the market value of such a Unit, the balance of the award shall be paid over to the Association; provided, however, that if the amount of unpaid principal and accrued interest of the mortgage of the Unit is in excess of the market value of the Unit, the award for the Units shall be paid jointly to the Owner and Mortgagee to the extent the award is sufficient to satisfy the mortgage indebtedness on the Unit. Any surplus after payment of the mortgage indebtedness shall then be distributed to the Association.

(b) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) The share in the Common Elements appurtenant to the Units which continue as a part of the Condominium shall be equitable adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by re-computing the shares of the remaining Owners in the Common Elements as percentages of the total of the shares of such Owners as they exist prior to the adjustment.

(d) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the Owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all Unit Owners except the Owner of the condemned unit. Such assessments shall be made in proportion to the shares of such Owners in the Common Elements after the change effected by the taking.

(3) Arbitration – If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner, the Mortgagee of the Unit and the Association within thirty (30) days after notice by any party, such values shall be determined by arbitration in accordance with the rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all of the Unit Owners in proportion to the fractional shares of the Owners in the Common Elements as they existed prior to the condemnation.

23. USE RESTRICTIONS – The use of Units and Common Elements shall be subject to the following restrictions:

(A) Single-Family Residence – A condominium unit shall be used only for single-family residence. As used in this Declaration or elsewhere in the condominium documents, the term “single family” shall mean one person or two or more persons living together as a single housekeeping unit, all of whom are related by blood, marriage or legal adoption. There shall be no subdivision or subleasing of units.

(B) Nuisance – The units, limited common elements or common elements shall not be used for any immoral, improper, or unlawful purpose and no use shall be allowed which will create or be a source of unreasonable annoyance to an occupant of another unit or those present in common elements.

(C) No Subdividing of Units – There shall be no subdivision of Units.

(D) Minimum Lease – All leases shall be for a minimum period of seven (7) consecutive days. All leases must be in writing and subject to the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

(E) Regulations – The use of units and the common elements shall be subject to the Rules and Regulations attached hereto or as same may be amended or supplemented by the Board of Directors. All Rules and Regulations made by the Board shall be reasonable and shall not conflict with any right contained in this Declaration of Condominium.

24. MAINTENANCE OF COMMUNITY INTEREST – In order to maintain a community of congenial residents who are financially responsible and thus who will protect the value of the units, the transfer of apartments by any owner of a condominium parcel, other than one who has acquired his title by means of a foreclosure of a first mortgage or by means of having acquired title by deed in lieu of foreclosure of a first mortgage shall be subject to the following provisions so long as the condominium exists:

(A) Transfers Subject to Approval – The following transactions shall be subject to Association approval:

(i) Sale: No apartment owner may dispose of a unit or any interest therein without approval of the Association.

(ii) Gift: If a unit owner shall acquire his unit by gift, the continuance of this ownership of such unit shall be subject to the approval of the Association.

(iii) Devise or Inheritance: If a unit owner shall acquire his unit by devise or inheritance, the continuance of his ownership of such unit shall be subject to the approval of the Association.

(iv) Other Transfers: If a unit owner shall acquire his unit by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Association, excepting units passing by right of survivorship in a joint tenancy or tenancy by the entirety.

(B) APPROVAL BY ASSOCIATION – Approval of the Association is required for the transfer of ownership of units shall be by a vote of the Board of Directors and shall be obtained in the following manner:

(i) Sale or Assignment: A unit owner intending to make bona fide sale or transfer of his unit, or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association Board of Directors may reasonably require. All notices given hereunder shall be accompanied by an

executed copy of the proposed contract for the sale of the unit and delivered to the President of the Association.

(ii) Gift, Devise or Inheritance, Other Transfer: A unit owner who has obtained his unit by gift, devise, or inheritance, or by any other manner not previously considered, shall give to the Association such notice of the acquiring of such unit, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's interest.

(iii) Failure to Give Notice: If the above required notice to the Association, the transaction shall be deemed void unless ratified by the Board of Directors.

(C) CERTIFICATE OF APPROVAL –

(i) Sale: If the proposed transaction is a sale, within thirty (30) days after receiving such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be so stated in a certificate executed by the President or Vice-President of the Board of Directors of the Association or delegate which may thereafter be recorded in the Public Records of Pinellas County, Florida at the option and expense of the purchaser.

(ii) Gift, Devise, Inheritance or Other Transfer: If the apartment owner giving notice has acquired his apartment by gift, devise, inheritance or any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve, or disapprove the continuance of the apartment owner's ownership of the apartment. If approved, the approval shall be stated in a certificate executed by the President or Vice-President of the Board of Directors of the Association, which approval may thereafter be recorded in the Public Records of Pinellas County, Florida, at the option and expense of the unit owner.

(D) DISAPPROVAL BY ASSOCIATION – If the Association shall disapprove a transfer of the ownership of a unit, the matter shall be disposed of in the following manner:

(i) Sale or Assignment: If the proposed transaction is a sale or assignment, and if notice of such sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified or registered mail, to the unit owner, an agreement to purchase the apartment by the Association or by a purchaser approved by the Association, who will

purchase, and whom the unit owner must sell the unit upon the following terms:

(a) At the option of the purchaser, to be stated in the agreement, the price to be paid shall be that price stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the existing laws of the State of Florida governing arbitration agreements. The Association and the unit owner shall each select the one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon the average of their appraisals of the unit. All arbitrators must be MAI Real Property Appraisers and a judgment of specific performance as to their findings may be entered in a court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The sale shall thereafter close within thirty (30) days after mail of the agreement, the purchase price being payable in cash.

(b) If the Association shall fail to provide a purchaser upon the demand of a unit owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default its agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval, as elsewhere provided, which may be recorded in the Public Records of Pinellas County, Florida, at the option and expense of the purchaser.

25. MORTGAGE PRIVILEGES – Holders of a first mortgage against any unit shall be entitled to timely notice, upon written request for same, respecting any of the following:

- (A) Condemnation or casualty loss affecting a material portion of the property.
- (B) 60 days delinquency regarding maintenance payment for any unit upon which it holds mortgages.
- (C) Lapse or cancellation of any insurance policy or fidelity bond.
- (D) Any proposed action that requires the consent of mortgagees.

Any mortgagee, or insurer or guarantor thereof shall have the right to inspect the books and records of the Association during reasonable business hours.

26. **COMPLIANCE AND DEFAULT** – Each unit owner shall be governed by and shall comply with the terms of the Condominium Documents (including Rules and Regulations) or as the same hereafter amended. Failure of any such unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief, in addition to such other relief as may be provided by law.

(A) **Negligence** – A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family, or his and their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Unit owners shall pay the Association the amount of increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of a unit, or its appurtenance, or of the common elements. A unit owner shall be responsible for any maintenance or repair, arising out of his apartment, to any portion of the apartment maintained by the Association, to any other apartment, or to the Common Elements. The Association may charge the Owner of the Apartment for the costs incurred by the Association for such maintenance and repairs. Failure by the Owner to pay the Association for this maintenance and repair work described herein shall result in a lien being placed against the apartment, to secure the costs and expenses. The lien may be foreclosed upon as provided in this Declaration for any other assessment against the apartment.

(B) **Costs and Attorney's Fees**: In any proceeding arising because of an alleged failure of a unit owner, occupant, or lessee, to comply with the terms of the Condominium Documents, the Association shall be entitled to recover all costs and attorney's fees reasonably expended prior to the initiation of legal proceedings during such proceedings and through appeal.

(C) **No waiver of Rights**: The failure of the Association or to enforce any covenants, restrictions, rules and regulations or other provisions of the Condominium Act, or the Condominium Documents, the By-Laws or the Rules and Regulations that may be adopted from time to time shall not constitute a waiver of the right to do so thereafter.

(D) **Liability**: Notwithstanding the duty of the Association to maintain and repair the common elements, the Association, or its delegate shall not be liable for inquiry or damage caused by any latent condition of the property, nor for injury or damage caused by the unit owners or other persons.

(E) **Conduct of Tenants**: Unit Owners are responsible for the conduct of their tenants and shall take whatever steps are reasonably necessary to ensure that the conduct of their tenants comply with the Condominium

Documents. In the event that an owner fails to ensure the compliance of his tenants, the Association shall be deemed to be appointed as the Owner's attorney in fact and may take whatever action is necessary to secure compliance. All costs and fees incurred by the Association shall be the obligation of the Unit Owner.

27. **COVENANTS RUNNING WITH THE LAND** – All of the provisions of this Declaration of Condominium and the Condominium Documents, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.

28. **MATERIAL ALTERATIONS OR SUBSTANTIAL ADDITIONS TO COMMON ELEMENTS** – Material alterations or substantial additions to the common elements may be effectuated by the Board of Directors provided that the cost of said alteration or addition does not exceed 5% of the Association's annual budget. Alterations and additions in excess of this threshold shall require approval of a majority of the Residential Unit Owners.

GENERAL PROVISIONS

(A) Should any of the provisions of the Condominium Documents or any of the covenants, conditions, or restrictions herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the Condominium Documents shall, nevertheless, be and remain in full force and effect.

(B) The breach of any of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions, and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof those title thereto, or whose grantee's sale title thereof, is or was acquired by foreclosure, trustee's sale or otherwise. Unless by written approval of all holders of first mortgage liens affecting the fee simple title to any condominium parcel, such approval, however, not being unreasonably withheld, the Condominium Association shall not purchase or acquire lands or leaseholds which would result in substantial increase in the common expense.

(C) No signs, advertising, or notices of any kind or type, whatsoever, including, but not limited to, "For Rent" or "For Sale" signs shall be permitted or displayed in such a manner as to be visible from the exterior of any unit.

(D) No cats, dogs, or other pets are allowed to be kept in, on or about the condominium property except upon the terms, conditions and specific approval of the Association.

IN WITNESS WHEREOF, SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC. has caused this Condominium Declaration to be signed in its name by its President, and its corporate seal to be affixed and attested by its Secretary, this 4 day of January, 1989.

WITNESS:

SEA CLUB OF INDIAN SHORES
CONDOMINIUM ASSOCIATION, INC.

_____/S/_____

By _____/S/_____
President

_____/S/_____

ATTEST _____/S/_____
Secretary

_____/S/_____

_____/S/_____

(CORPORATE SEAL)

STATE OF FLORIDA :

COUNTY OF PINELLAS :

I HEREBY CERTIFY that on this 4th day of January, 1989, before me personally appeared William Ross and Nila Postupack, President and Secretary, respectively, of SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed of such officers, for the uses and purpose therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal the day and year last aforesaid.

_____/S/_____
NOTARY PUBLIC (SEAL)

SECOND AMENDED AND RESTATED

BY-LAWS

SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC

A corporation not for profit under the laws of the State of Florida.

ARTICLE I – IDENTIFICATION

1.1 Identity. These are the By-Laws of SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC., hereinafter called Association in these By-Laws, a corporation not for profit under the Laws of the State of Florida. The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, located upon lands as more particularly described in the Declaration of Condominium in the Public Records of Pinellas County, Florida. The Association shall also operate such real property as it shall own.

1.2 Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

1.3 Office. The registered office of the Association shall be at such place in Pinellas County, Florida as determined from time to time by the Board of Directors.

1.4 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.5 Seal. The seal of the corporation shall bear the name of the Corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE II – MEMBERS' MEETINGS

2.1 Annual Meeting. The annual members' meeting shall be held on such date and at such place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

2.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the condominium property. The notice of the annual meeting shall be sent by mail to the owner or owners (through a designated owner) of each Residential Unit, unless the unit owner or owners waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the members as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of the notice shall be by affidavit of the person giving it, or by such other means as required by law.

2.4 Quorum. A quorum at meetings of the members shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 Voting. In any meeting of members the owners of Units shall be entitled to cast one vote for each Residential Unit owned by the member, unless the decision to be made is elsewhere required to be determined in any other manner. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person any of the several owners may vote on behalf of the unit. If two or more owners appear at a meeting and disagree as to how a vote will be cast, there will be no vote cast by that unit as to the issue in question. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superceded by a subsequent certificate or until a change in the ownership of the unit concerned.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by a person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting

for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be unit owners.

2.7 Absence of Quorum. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Alternatively, the business of a meeting may be conducted by the members present without a quorum, and shall become effective upon such additional members who were not present signing the minutes of the meeting below a statement that they concur in all actions taken at the meeting.

2.8 Order of Business. The order of business at annual meeting of the members, and as far as practical or appropriate, at other meetings of the members, shall be:

- (a) Call to order by President.
- (b) Election of Chairman of the meeting.
- (c) Certifying or proxies and registration of attendance (or if there is no registration, calling of the roll).
- (d) Proof of notice of meeting, or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of committees and Directors.
- (g) Appointment of inspectors of election.
- (h) Determination of number of Directors to be elected.
- (i) Election of Directors.
- (j) Unfinished business.
- (k) New business.
- (l) Determination and announcement of time, date and place of organization meeting of Board, by newly elected Directors.

(m) Adjournment.

Failure to adhere to the order of business shall not, however, affect the validity of any meeting or any business conducted.

ARTICLE III – DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed by a Board of Directors consisting of five members. Directors must be unit owners.

3.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the members.

(b) The election shall be by ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) At the first election following the adoption of this amendment, three (3) Directors shall be elected for two (2) year terms, and two (2) Directors shall be elected to serve a one (1) year term. Thereafter, in each even-numbered year, 2 Directors will be elected for 2-year terms, and in each odd-numbered year, 3 Directors will be elected for 2-year terms. Following the establishment of the staggered terms for Directors, each seat shall be filled for a term of two years.

3.3 Vacancies. Except as to certain vacancies resulting from removal of Directors by members at a special meeting, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors to fill the remainder of the term for that seat.

3.4 Removal. Directors may be recalled and removed from the Board of Directors by agreement of the owners of a majority of the Residential Units at a special meeting called for that purpose, or in writing without a meeting, or in such other manner as provided by law. If the recall and removal is at a special meeting, the vacancy shall be filled by plurality vote at that meeting. If the recall and removal is by written agreement without a meeting, the vacancy shall be filled by the remaining Directors. If all Directors are removed by written agreement without a meeting, the unit owners shall call and provide notice of a special meeting, at which the vacancies shall be filled by plurality vote.

3.5 Term. The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

3.6 Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, on such date and at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.7 Regular Meetings. Regular meetings of the Board of Directors may be held on such dates and at such times and places as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given (sent) to each Director, personally or by mail, telephone or telegraph, and notices of said meetings shall be posted conspicuously on the condominium property, in both instances not less than forty-eight (48) hours in advance of the meeting, except that notice need not be posted in cases of emergency.

3.8 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-fourth (1/4) of the Directors. Not less than seventy-two (72) hours notice of the meeting shall be given (sent) to each Director personally or by mail, telephone or telegraph, which notice shall state the date, time, place and purpose of the meeting.

3.9 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.

3.10 Quorum. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.11 Presiding Officer. The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice-President shall preside, and in the absence of the Vice-President, the Directors present shall designate one of their number to preside.

3.12 Compensation. No fee shall be provided to any Director or Officer as compensation for service on the Board or as an officer except upon agreement of the owners of a majority of all Residential Units, by vote or written agreement. This shall not preclude compensation to a Director or Officer for services rendered other than in the capacity of Director or Officer, such as for management or maintenance services, beyond the scope or ordinary duty, upon agreement by the Board of Directors.

ARTICLE IV – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, the Corporate Act [Chapter 607 Florida Statutes (1987), as amended], the Non-Profit Corporate Act [Chapter 617, Florida Statutes (1987), as amended], the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the Rules and Regulations shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by unit owners when such is specifically required. The authority of the Directors shall include but shall not be limited to the power to:

- (a) Make and collect assessments against members to defray the costs, expenses and losses of the condominiums and the Association.
- (b) Use the proceeds of assessments in the exercise of its powers and duties.
- (c) Maintain, repair, replace and operate the condominium property and property owned by the Association.
- (d) Reconstruct improvements after casualty, and further improve the property.
- (e) Make and amend rules respecting the use of units, common elements and Association property, provided that such rules are reasonable, and are not in conflict with any rights provided in or reasonably inferable from the Declaration.
- (f) Approve or disapprove proposed transactions in the manner provided by the Condominium Declaration.
- (g) Enforce by legal means the provisions of applicable laws, the Declaration of Condominium, the By-Laws of the Association and the rules for the use of the property within the condominium.
- (h) Contract for management of the condominium and Association property to such contractor such powers and duties of the Association except as are specifically required by the condominium documents or applicable laws to have approval of the Board of Directors or the membership of the Association.
- (i) Pay taxes and assessments which are liens against all of any part of the condominium other than individual units and appurtenances thereto, or Association property, and assess the same against the unit subject to such liens.

(j) Carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

(k) Pay the cost of all power, water, sewer and other utility services rendered to the condominium or Association property which are not billed to owners of individual units.

(l) Employ personnel for reasonable compensation to perform the services required for the purposes of the Association.

(m) Acquire and enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interest in land or facilities whether or not contiguous to the lands of the Association or any of the condominiums it operates, intended to provide for the enjoyment, recreation or other use and benefit of the unit owners within the condominium.

(n) Contract for the management or operation of portions of the common elements or Association property susceptible to separate management or operation and to lease such property.

(o) Purchase units in any of the condominiums operated by the Association subject to any restrictions to set forth within the applicable Declaration of Condominium, and to acquire and hold, lease, mortgage and convey same.

(p) Maintain a class action on behalf of the Association and to settle a cause of action on behalf of the unit owners with reference to matters of common interest.

ARTICLE V- OFFICERS

5.1 Executive Officers – The Executive Officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (all of whom must be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time may elect such other Officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

5.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

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

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President.

5.6 Delegation. Any or all of the responsibilities of the Secretary or Treasurer may be delegated by specific action of the Board of Directors to the Association's management agent.

ARTICLE VI – FISCAL MANAGEMENT

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

6.1 Assessment Roll. The assessment roll shall be maintained in a set of accounting books or files in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessments.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses less the unneeded fund balances on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each unit owner not less than fourteen (14) days prior to the meeting at which the budget will be considered together with notice of that

meeting. Such notice shall include the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to unit owners. If the budget is substantially amended before the assessments are made, a copy of the amended budget shall be furnished. The budget shall contain reserves pursuant to the Condominium Act, unless waived or reduced as provided therein. Assessments to fund the annual budget shall be paid by unit owners in monthly installments, on or before the first day of each month.

6.3 Depository. The depository of the Association in which the monies for the Association shall be deposited, shall be such bank or banks, savings and loan association or other depositories as shall be designated from time to time by the Directors. Withdrawals of moneys from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Directors.

6.4 Financial Reports. The Association shall, not later than sixty (60) days after the end of each fiscal year, provide to the owners of each unit in the condominium a summary of receipts and expenditures of Association funds, for the prior fiscal year, consistent with the requirements of any applicable law. Provided, however that the Association need not provide said financial reports in the event that a higher level of financial report is required by Section 718.111(14)(1988) of the Condominium Act and said reporting required by the Act is not waived.

ARTICLE VII – AMENDMENTS

Subject to the requirements of the Declaration and Articles, these By-Laws may be amended at any time upon approval of a majority of all members of the Association Board of Directors, at a duly called meeting of the Board, followed by the affirmative vote of two-thirds (2/3) of those members present, in person or by proxy, and voting, at a duly called meeting of the Association.

ARTICLE VIII – MISCELLANEOUS

8.1 Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

8.2 Caption. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provisions hereof.

The foregoing have been adopted as the By-Laws of SEA CLUB OF INDIAN

SHORES CONDOMINIUM ASSOCIATION, INC., this 4 day of January, 1989.

SEA CLUB OF INDIAN SHORES
CONDOMINIUM ASSOCIATION, INC.

By _____ /S/ _____
President

Attest: _____ /S/ _____
Secretary

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC.

FILED
05 JUL 19 AM 10:34
SECRETARY OF STATE
TALLAHASSEE FLORIDA

WHEREAS the Original Articles of Incorporation for Sea club of Indian Shores Condominium Association, Inc. were filed with the Florida Department of State on June 24, 1981; and

WHEREAS the Board of Directors of Sea Club of Indian Shores Condominium Association, Inc., duly adopted these Restated and Amended Articles of Incorporation to integrate into a single instrument all of the provisions of Incorporation, and

WHEREAS these Restated and Amended Articles of Incorporation have been duly adopted by the owners of units at Sea Club of Indian Shores Condominium.

NOW, THEREFORE, The following is adopted as the Restated Articles of Incorporation for Sea Club of Indian Shores Condominium Association, Inc.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I: NAME

The name of the Corporation shall be SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association.

ARTICLE II: PURPOSE

The purpose for which this Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (1987), or as that Statute may hereafter be amended, for the operation of a condominium.

ARTICLE III: DISTRIBUTION OF INCOME

The Association shall make no distribution of income to its members, directors or officers.

ARTICLE IV: POWERS

The Association shall have all powers granted Florida Corporations Not For Profit and Florida Corporations generally and such powers as are necessary to carry out its duties under the Condominium Documents and the Condominium Act.

Second Amended and Restated
Declaration of Condominium, By-Laws,
Articles of Incorporation, and Rules and Regulations

ARTICLE V: MEMBERS

1. The members of the Association shall consist of all of the record owners of Residential Units.

2. Changes of membership in the Association shall be established by the recording in the public records of Pinellas County, Florida, of a deed or other instrument establishing a record title to a Residential Unit in the Condominium and the delivery to the Association of a certified copy of such instrument (subject to the Association's right of approval as specified in the Declaration), the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. 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 his Unit.

4. The members of the Association shall be entitled to one vote for each Residential Unit owned by them. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VI: DIRECTORS

The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors.

ARTICLE VII: OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors.

ARTICLE VIII: INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, provided that in the event of a

settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. In the event that any director or officer of the Association breaches this fiduciary relationship to the unit owners, he shall not be indemnified by the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX: BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE X: AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings, considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

3. Approval of an amendment must be by not less than seventy-five (75%) of the membership present (in person or by proxy) and voting at the meeting at which the amendments are considered.

4. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members.

5. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Pinellas County, Florida.

ARTICLE XI: TERM

The term of the Association shall be the life of the condominium unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

1. **PEACEFUL ENJOYMENT:** No unit owner or resident, or their family, servants, visitors, or licensees shall disturb or annoy other occupants of the Condominium, nor cause or permit to be caused, any unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the Condominium.
2. **RESIDENTS AND GUESTS:** The facilities of SEA CLUB are for the use and enjoyment of residents and their guests only. Visitors are permitted to use the facilities only as guests of an owner or a resident who will be responsible for the acts of their guests. By the same token, an owner retains full responsibility for all acts of his renter-residents. Owners or residents should accompany guests to use recreation facilities.
3. **CHILDREN'S ACTIVITIES:** Children are welcome as residents or guests at SEA CLUB of Indian Shores Condominium Association, Inc. The same restrictions that apply to adults shall also apply to children. This prohibits use of the balconies, corridors, elevators, sidewalks, dock or other common elements for bicycling, roller-skating, skateboarding, scooters or other play. It prohibits the use of any of the areas in the building for play, except those so designated as recreational areas, and precludes any other conduct that will interfere with the quiet and comfort of the residents.
4. **SAFETY:** The sidewalks, entrances, corridors and stairways of the Condominiums shall not be obstructed or used for any other purpose than for ingress to and egress from the units. No article shall be placed in any of the corridors, halls or stairways of any building, nor shall the same be obstructed in any manner. BICYCLES, TOYS, AND OTHER RECREATION EQUIPMENT shall not be stored or left unattended in any common areas. Exits shall not be obstructed in any manner.
5. **SPEED LIMITS:** The MAXIMUM SPEED LIMIT on SEA CLUB property is five (5) miles per hour.
6. **TRASH AND GARBAGE:** To provide a healthful environment, no garbage cans, supplies or other articles shall be placed in the corridors, on balconies, or on stairway landings. Exits shall not be obstructed in any manner, and the common elements and the building storage areas shall be kept free and clear of trash, garbage and other unsightly material. In order to eliminate odors and vermin, all garbage and trash must be placed in plastic bags and deposited in dumpsters (not placed on the ground) or down the tower chute. Dumpster lids must be kept

closed. All boxes must be flattened before being placed in dumpsters. The garbage chute in the tower is not to be used between the hours of 10:00 P.M. to 9:00 A.M., to respect quiet time, and to afford the maintenance change out occurring BETWEEN 8:00 a.m. – 9:00 A.M. RESIDENT CONTRACTORS SHALL BE RESPONSIBLE FOR THEIR OWN MATERIAL/DEBRIS REMOVAL FROM SEA CLUB.

No waste is to be disposed of onto the common grounds, including cigars, cigarettes, or drinks, and discarding these items from balconies or windows is expressly prohibited.

7. **INTERFERENCE:** The employees and contractors who are on the property are employed for the purpose of providing for the efficient operation, safety, beautification or maintenance needs of the complex, and therefore are under the sole direction of the Board. No unit owner, resident or guest shall direct, supervise or assert any control over any employee, maintenance person or contractor.

8. **VEHICLE PARKING:**

(a) **PARKING:**

(1) **Allowable Parking:** All allowable parking spaces on SEA CLUB property have been designated as either Handicap or unassigned. The Association shall designate additional spaces for the medically handicapped as may be needed from time to time. Except for such special designations, no space shall be reserved for any particular unit owner or vehicle.

(2) **Unallowable Parking:** There will be no parking permitted in any area not designated for parking except for temporary loading and unloading; the time in these exempted areas is limited to thirty (30) minutes. The exception to the above is loading or unloading of commercial moving vans or trailers; however, these locations can in no way block or hinder fire equipment or emergency vehicles access to hydrants and/or the affected building. Vehicles parked in the "car wash" for purposes other than car washing will be towed away immediately at the vehicle owners expense. No parking space may be used for the storage of boats, trailers, recreational or inoperative vehicles, or for any purpose other than vehicular parking.

(b) **VEHICLE RESTRICTIONS:**

(1) Vehicles that cannot operate under their own power, or are unlicensed or non-registered that are not legally titled to their owner shall not remain on

Condominium premises for more than forty-eight (48) hours. No repair of vehicles, including the changing of oil, shall be made on Condominium premises. Vehicles shall be washed only at the designated "car wash" area on days designated by SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

- (2) Only self-propelled vehicles that do not exceed 20 feet in overall length, 7 feet in overall width and 8 feet in overall height are permitted to remain on SEA CLUB premises, except in covered parking.
 - (3) Operators of commercial vehicles, regardless of size, type or use must request, in writing, Board approval to enter and remain on SEA CLUB premises in excess of 8 daylight hours.
9. **TOWING:** Any vehicle illegally parked, not being used to pickup or deliver passengers or goods and/or to service the property or exceeding the thirty (30) minute loading or unloading period, is subject to immediate towing at vehicle owners expense.
 10. **CAR WASH:** The car wash is supplied with fresh water, therefore must be conserved, and is regulated by SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT usage schedules. The car wash is for the sole purpose of washing residents' vehicles only. The washing of boats or commercial or recreational vehicles is prohibited. Cars utilizing the car wash area for parking purposes are subject to tow away at car owner's expense.
 11. **SHUFFLEBOARD COURT:** The shuffleboard court may be used during designated hours, except while being cleaned or serviced; but under no circumstances may the shuffleboard area be used after 10:00 P.M. or before 9:00 A.M. so as to provide "quiet time" for adjacent unit residents. No child under 16 years of age may use the shuffleboard area without a parent or adult in attendance.
 12. **ENTRY TO THE ROOF:** Unit owners, residents, their families, guests, servants, employees, agents or visitors shall not at any time enter upon or attempt to enter upon the roof or power rooms of the Condominium except in the case of a "true" emergency, or prior authorization from the Association Management.
 13. **SEAWALLS:** Diving and/or jumping from the seawalls on SEA CLUB property is absolutely prohibited.
 14. **WILD BIRDS:** The feeding of wild birds anywhere on the premises is strictly prohibited.

15. **DOCK:** The dock and dock area, as well as all other recreational areas, are reserved for exclusive use by SEA CLUB residents and their guests at their own risk during the hours 8:00 A.M. to 10:00 p.m. All residents and their guests in the use of the dock area, either for fishing, boating or observing, shall observe the following rules:

(a) **FISHING:**

- (1) No children under the age of 12 years of age are permitted on the dock, either for fishing or observing, without a parent or responsible adult in attendance.
- (2) For safety reasons, all residents and their guests are encouraged to fish from the dock only, not from the seawall. Absolutely NO loitering or fishing from the seawall is permitted after sundown.
- (3) Bait buckets may be left tied to the dock, but only if they are properly maintained. Unsightly bait buckets left for any excessive period of time, will be destroyed. No bait buckets, or any other item, shall be tied at the seawall at any time.
- (4) Unattended fishing is not permitted at any time. If a person leaves the dock for any period of time, lines must be retrieved.
- (5) The fish-cleaning table must be rinsed and cleaned and the water turned off after each use. All lights are to be turned off.

(b) **BOAT DOCKING:**

- (1) To provide casual docking capabilities for all unit owners, the tie-up positions available on each side of the dock are to be utilized for loading and unloading. These positions are to be occupied for no longer than three (3) hours at a time, unless the opposite position is open and suitable for use.
- (2) In an emergency, an owner or resident may obtain Board permission to dock his boat overnight, but under no circumstances may a boat remain berthed.
- (3) The end of the dock is not a boat docking position, and accordingly, no passageway is provided.

16. **SWIMMING POOL:** The use of the swimming pool is limited to residents and their guests. Owners leasing their unit also assign their pool and other

recreational facilities privileges. All residents and guests are required to observe the following rules in addition to those posted at the pool, to comply with requirements of the public health authorities, the Association insurance, and to ensure the safety and comfort of all concerned.

- (a) **AMBIANCE:** The pool area is for the enjoyment of all residents, during appropriate hours. There shall be no diving, jumping, running, shouting, boisterous games, or reserving tables, chairs or lounges.
- (b) **HOURS:** The pool is open 8:00 A.M. to 10:00 P.M., except during the winter months, starting December 1 until March 31 when the hours observed are 10:00 A.M. to dark. The pool may be used during designated hours, except while being cleaned or serviced. Under no circumstances may the pool area be used after closing each day, or prior to the posted open time, so as to provide "quiet time" for adjacent unit residents, as well as to ensure that single users are not left unobserved in the event of an accident.
- (c) **Maximum Number of Persons:** Health codes limit the number of persons in the pool to no more than twenty at any given time. Please be courteous and limit your time to comply with this during crowded periods such as holidays. Otherwise, we will be forced to close the pool to replenish the required PH balance.
- (d) **LIFEGUARD:** The pool is not guarded and all owners and residents are advised that they and their guests use it at their own risk.
- (e) **SHOWERING:** All bathers having applied any oil or other lotion to their skin or hair must rinse under the shower provided immediately before entering the pool.
- (f) **CHILDREN:** The action and safety of all children is the sole responsibility of the owner, resident and/or parent, whether theirs or those of their guests. No child under 12 years of age may use the pool or be in the pool area without a parent or adult in attendance. No diapered or non-toilet trained infant shall be allowed in the pool at any time.
- (g) **PETS:** No pets are allowed in the pool area, as well as in any other common area, except en route to the pet walk or your vehicle.
- (h) **FOOD AND GLASS:** Food, glass containers and other sharp items in or around the pool area are prohibited.
- (i) **FLOATS AND RAFTS:** Are all prohibited.
- (j) **CHAIRS, LOUNGES AND REFUSE:** Residents and guests are requested to assist in keeping the pool area clean and organized by returning chairs, lounges

and umbrellas to their proper position and to place their refuse in the receptacle provided. Tables, chairs, and lounges may not be removed from the pool deck.

(k) PROPER SWIM WEAR IS REQUIRED.

17. USE OF UNITS:

(a) USE RESTRICTIONS: Residents are reminded of the restrictions upon the use of Condominium property that appear in the Declaration of Condominium, stating, among other things, that a unit may be used only as a "single-family residence," and that no nuisances or illegal activity shall be allowed nor any practice followed that is the source of annoyance to other residents. The maximum number of occupants is two times the number of bedrooms plus two additional people.

(b) HANGING OF OBJECTS: The balconies, porches, terraces shall be used only for the purposes intended and shall not be used for hanging garments or other objects (swimsuits, clothing, rugs, towels). Drying of laundry outside of the occupants apartment is prohibited, except in the laundry room.

(c) FIRE HAZARD: No article shall be stored nor any use made of any part of the Condominium property that will constitute a fire hazard, including the storage or use of inflammable, combustible, or explosive fluids or gases, chemicals, or other substances. Current fire ordinances state that NO fuel may be stored in or transported through a condominium unit, and that outdoor grilling may not occur on the open balcony areas. No regular charcoal grills are to be used at all and no gas grills above the ground level or according to the current Fire Marshall codes.

(d) EQUIPMENT FAILURES AND PROPERTY DESTRUCTION: All Condominium property and physical equipment shall be used only for the purpose intended. These items include, but are not limited to, items such as the swimming pool, chairs, tables, fire extinguishers, sprinkler system, outdoor lighting, retention ponds, fountains, fire alarm systems, etc. Failure of any equipment shall be reported immediately to the condominium management office. If the failure or damage is the result of neglect, misuse or other action by an owner, resident or their guest(s), the report will include the owner or resident's plan for repair or replacement. Each unit owner shall be liable for all damage caused by that owner or his resident, family, guests or contractor on the property by contract or invitation of that owner or his invitees.

(e) NOISE: In order to assure the comfort of all residents, the playing of stereos, radios, television sets and musical instruments must not exceed a reasonable volume AT ANY TIME. Between the hours of 10:00 P.M. and the following 8:00 A.M., all sounds shall be kept at a level that cannot be heard outside of the unit in

which located. All owners, residents and guests shall refrain from any activity that would disturb other residents from outside the unit. It is recommended that social gatherings be moved indoors at quiet time, as the noise from balcony activity carries to the adjacent units. The garbage chute in the tower is not to be used during quiet time.

- (f) **WINDOWS:** This area is subject to sudden rainstorms without warning. In order to avoid water damage to a unit as well as to other parts of the building, occupants are requested to close all windows and doors exposed to the weather whenever no one is in the unit. Failure to close windows will render the unit owner liable for all resulting damage. Window tracks should be kept clean to allow proper flow of water through tracks or weep holes.
- (g) **DECORATION:** No unit owner or resident shall decorate any part of a unit or building so as to change the appearance of the building from the exterior. No unit owner/resident shall permit anything to be hung, displayed or placed on the exterior doors, walls, windows, balconies or porches, or places inside of a unit so as to be visible from the common area without the prior written consent of the Board of Directors. Holiday lights and decorations shall be allowed on the above areas during the appropriate times of the year for a reasonable period of time before and after the respective holiday.
- (h) **INSTALLATIONS:** Only such awnings, blinds, shades and sunscreens shall be used on balconies or windows as have been furnished or approved by the Board. Unit owners are specifically cautioned that their right to make any addition, change, or alteration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. No unit owner may install doors, enclose his balcony or patio area or apply any type of film or covering to the inside or outside of windows or glass doors without the prior written consent of the Board of Directors. Any interior modification that involves electrical or plumbing enhancements may require a building permit in addition to approval of the Board of Directors. Any change to interior structure walls shall require Board approval before the work is done.
- (i) **MAINTENANCE AND REPAIR:** The maintenance and repair of the buildings, common elements and grounds is the responsibility of the Association. Items requiring attention must be promptly reported, in writing, to the Association Management. All unit INTERIOR maintenance and repair work is the responsibility of the owner. No unit owner or resident may do work of any kind on that portion of the building or property that is the Association's responsibility without first obtaining approval of the Board. Repair and maintenance items that are owner's responsibility that are not taken care of promptly will be handled by the Association, with all charges assessed against the unit.

- (j) **PETS:** No cats, dogs, or other pets are to be kept in, on, or about the condominium property except those belonging to owners, or to an authorized occupant of a unit, with the written consent of the owner of that unit. **WEIGHT OF A PET IS LIMITED TO 20 POUNDS MAXIMUM.** In the interest of being courteous neighbors, maintaining pet and human health standards and to comply with city codes, SEA CLUB has adopted the Indian Shores Pet Ordinances, as follows:
- (1) Section 14-31: It is unlawful to allow your pet to become a nuisance by barking excessively, creating disturbances or destroying or damaging lawns, shrubbery, plantings or property of any kind.
 - (2) Section 14-32 states that it is unlawful for a pet owner to allow their animal to run at large, and that the leash must be no longer than eight feet in length.
 - (3) Section 14-35 requires that pet owners remove any excrement generated by the pet on public or private property other than the individually owned property of the pet's owner. The designated area for pet relief is the "pet walk" located to the left of the grounds behind the Tower Building, and not the grounds at large.
 - (4) During such time when pets are housed in a unit, the owner will hold the Association harmless against any and all claims, debts, demands, obligation, costs and expenses which may be sustained by or assessed against the Association and the members of its Board by reason of the acts of such pets committed in or about the Condominium property; and the unit owner will be responsible for the repair of all damage resulting from the acts of such pets.
- (k) **SIGNS:** No signs may be displayed without special permission of the Board of Directors.
- (l) **ANTENNAS:** No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Board of Directors.
- (m) **ROLLER SKATING, ROLLER BLADING OR SKATE BOARDING ON THE PREMISES IS PROHIBITED.**
18. **STORAGE:** The personal property of all unit owners and residents shall be stored in their condominium units or in their assigned storage area. Items in the storage areas should be identified with the owner's name and unit number. Items not identified in storage areas not on file with the Association office could

be assumed abandoned property and disposed of by the management. No flammable materials are permitted in storage areas. All items are stored at owner's risk.

19. **PLANTING:** Planting of flowers must be confined to those areas that will not interfere with the lawn and shrub maintenance and must receive their watering from the sprinkler system. No shrubs or trees of any kind shall be planted in, transplanted or removed from the common area(s) without written authorization from the Board of Directors. The Board of Directors shall be responsible for directing disposition of plantings. The Board of Directors reserves the right to remove any planting(s) that are not maintained and/or plantings that interfere with future safety, landscape plans and the overall continuity of the property.
20. **ACCESS TO UNITS:** In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation or routine pest control service, the Association shall be in possession of a key to the main access door to each unit. In the event an owner has occasion to change the lock to this door, a new key must be provided to the Management.
21. **SOLICITATION:** No peddling or soliciting of any nature or kind is allowed in, on or about the Condominium property. Any owner or resident observing any person peddling or soliciting on the Condominium property shall instruct the individual that he or she is in violation of the rules and also report the incident to Condominium Management or Rental Agent.
22. **LONG-TERM LEASES:** The unit owner assumes total responsibility for maintenance fees, damages due to negligence or misuse and any subsequent fines due to the tenants failure to comply with these Rules and Regulations, the By-Laws, the Declaration of Condominium or other condominium documents, as may be amended from time-to-time.
23. **FINES:** Any unit owner who individually, or whose tenants or guests, fails to comply with these Rules and Regulations, the By-Laws, the Declaration of Condominium or other condominium documents, as may be amended from time-to-time, may be assessed with a fine by the Board of Directors for such failure. The Board will determine all fines. If fined, the individual can request a hearing before a committee of the Board. If the fine stands, payment will be required within seven (7) days. If no payment is received, the Board will turn the matter over to its attorney for legal prosecution. If the Board's position is upheld, all legal fees will be the responsibility of the violator or property owner.
24. **AMENDMENTS AND INFORMATION:** These Rules and Regulations are subject to change, modification or amendment by the Association pursuant to the authority vested in the Board of Directors.

A REFERENCE COPY OF THESE RULES AND REGULATIONS MUST BE AVAILABLE IN ALL RENTAL UNITS.

**Sea Club of Indian Shores
CONDOMINIUM ASSOCIATION, INC.
19725 Gulf Blvd.
Indian Shores, Florida 33785**

POLICY WHEN DEPARTING UNIT FOR MORE THAN 14 DAYS

The Board of Directors has determined that when owners leave their units vacant for long periods of time, many potential problems may arise, which can damage units, the Common Elements, and the Limited Common Elements. Some of these problems can be prevented, or minimized, if all unit owners who vacate their unit for longer than fourteen (14) days take the following actions before departure.

- 1 Set air conditioning or heat to proper temperature (to prevent mold, mildew)
- 2 Remove all furniture and potential projectiles from patios, balconies
- 3 Close hurricane shutters if applicable
- 4 Arrange for person(s) to inspect condo periodically
- 5 Turn off water
- 6 Turn off electric breaker to hot water heater
- 7 Lock all doors and windows
- 8 Take out garbage
- 9 Purchase Insurance for your Condominium

The Board of Directors has also determined that if a unit owner does not comply with all of the above actions, and damage occurs to the Common Elements or Limited Common Elements, the proximate cause of which is found to be the owner's failure to comply with the above action, the owner will be liable for the cost of any necessary repairs to the Common Elements or Limited Common Elements.

ADOPTED BY THE BOARD OF DIRECTORS ON March 16, 2006