

226367

CERTIFIED COPY OF RESOLUTION

AMENDMENT TO BYLAWS

OF

SEA WATCH CONDOMINIUM ASSOCIATION, INC.

We, ROYDEN N. ASTON, President and FRANK M. LING, Secretary, hereby certify that the following Resolution was adopted at the annual meeting of members and directors of SEA WATCH CONDOMINIUM ASSOCIATION, INC., a Florida corporation, held on the 14th day of March, 1979:

RESOLVED, that Article V, Officers, Section 4, Term and Compensation, of Bylaws of Sea Watch Condominium Association, Inc. be amended to read as follows:

Section 4 - Term and Compensation. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) members. The next Board of Directors shall be elected by members of the Association at the Association's annual meeting of members on March 14, 1979. At that time, members of the Association shall elect three (3) persons to serve on the Board of Directors, which said persons shall serve for a term of one (1) year; and shall elect two (2) persons to serve on the Board of Directors, which said persons shall serve for a term of two (2) years. Thereafter, at all annual meeting of members of the Association, the members of the Association shall annually elect Directors to serve for a term of two (2) years to fill the vacancy of the members of the Board of Directors whose terms then expire. No compensation will be paid to officers of the Association.

We further certify that the above writing is a true copy of Resolution amending the Bylaws of Sea Watch Condominium Association, Inc., as recorded in Official Record Book 498, Page 280, of the Public Records of Indian River County, Florida, and any amendments thereto, which Resolution was duly adopted by all members of Sea Watch Condominium Association, Inc. at a meeting duly held on March 14, 1979, in accordance with the requirements of said Bylaws for their amendment, and that the adoption of this Resolution appears upon the minutes of the above mentioned meeting and is unrevoked.

Executed at Vero Beach, Indian River County, Florida, this

7 day of July, 1979.

WITNESSES

SEA WATCH CONDOMINIUM ASSOCIATION,
INC.

Shirley J. Thurston

BY Frank M. Ling
President

Jacqueline A. Pace
As to corporate officers

ATTEST Frank M. Ling
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROYDEN N. ASTON and FRANK M. LING, well known to me to be the President and Secretary respectively of the corporation named above, and that they severally acknowledged executing the above in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 7 day of July, 1979.

Jacqueline A. Pace
Notary Public, State of Florida at
Large. My commission expires:

January 1, 1983

Shirley J. Thurston
Frank M. Ling

BY-LAWS

OF

SEA WATCH CONDOMINIUM ASSOCIATION, INC.
(An Incorporated Non-Profit Association)

ARTICLE I

Identity

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The association is an incorporated non profit Association, organized and existing pursuant to Florida Statute 711.121 et. sequ., for the purpose of administering the aforesaid Condominium.

Section 1. The office of the Association shall be at the Condominium Property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association will bear the name of the corporation, the word "Florida" the words "corporation not for profit", and the year of the incorporation, an impression of which is as follows:

ARTICLE II

Membership and Voting Provisions

Section 1. Membership in the Association shall be limited to Owners of the Units as identified in the Declaration of Condominium, and Owners of other Units constructed or to be constructed on Contiguous Condominium Property, as that term is defined in said Declaration of Condominium. Transfer of Unit Ownership, either voluntarily or by operation of Law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit Ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast only by the "voting member". If Unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

Any application for transfer of membership, or for a conveyance of an interest in, or to encumber or Lease a Condominium Parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium, shall be accompanied by an application fee in an amount to be set by the Management Firm to cover the cost of contacting the references given by the applicant and such other costs of investigation as may be incurred, which amount shall be at least Fifty dollars (\$50.00).

Section 2. Voting.

(a) The Owner of each Unit and the Owners of other Units constructed or to be constructed on Contiguous Condominium Property shall be entitled to one (1) vote for each Unit owned. If a Unit Owner owns more than one unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) majority of the Unit Owners' votes, subject to Section 5 of this Article II, shall decide any question, unless the By-Laws or Declaration of Condominium provide otherwise in which event such other voting percentage shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit Owners' total votes, subject to Section 5 of this Article II, shall constitute a quorum. The term "majority" of the Unit Owners' total votes shall mean Unit Owners holding 51% of the votes.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated as proxy. No one person shall be designated to hold more than five (5) proxies.

Section 5. Designation of Voting Member. If a Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III

Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 7:30 p.m. local time, on the second Wednesday in March of each year.

for the purpose of electing officers and transacting any other business authorized to be transacted by the members; provided however, that if that day is a holiday the meeting shall be held at the same hour on the next succeeding Wednesday.

Section 2. Place. All meetings of the Association membership shall be held at the Condominium Property, or at such other place and at such time (except for the annual meeting) as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each Unit Owner of record, at least fourteen (14) but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the Unit Owner as it appears on the books of the Association.

Section 4. Meetings. Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request in writing of voting members representing a majority of the Unit Owners' total votes, which request shall state the purpose of the proposed meeting. Business transacted at all meetings shall be confined to the objects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by a provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4) of the members who would have been entitled to vote upon the action if such meeting were held consent, in writing, to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Proviso. Until required by Chapter 711 of the Florida Statutes or until the developer elects to terminate its control of the condominium, whichever shall first occur, there shall be no meeting of the members of the Association, unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceeding shall have no effect unless approved by the Board of Directors of the Association.

Section 8. Approval or Disapproval. By Unit Owners upon any matter, whether or not the subject of an Association meeting, shall be by the voting members.

ARTICLE IV

Directors

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors, composed of five (5) persons. All Directors shall be members of the Association; provided, however, that until one of the events in Article III, Section 7, of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members. All officers of a corporate

Unit shall be deemed to be members of the Association so as to qualify to be a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided for in Section 3 below. The first Board of Directors may be three (3) in number, notwithstanding the first sentence of this Section 1.

Section 2. First Board of Directors.

(a) The first Board of Directors of the Association, whose members shall hold office and serve until the first meeting of members and until their successors have been elected and qualified shall consist of the following:

PAUL C. WOLFE
HARVEY COLEMAN
STEVE HENDERSON

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, 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 organizational meeting shall be necessary provided a quorum shall be present.

Section 3. Removal of Directors. At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created for the balance of the unexpired term. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors (unless a successor has been chosen pursuant to Section 3 above) who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred, or such vacancy may remain unfulfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, to the attention of the Secretary. Unless otherwise specified, therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his Unit by a Director shall automatically constitute a resignation, effective as of the date of transfer. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation effective as of the thirty-first (31st) day of delinquency.

Section 6. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices for such meetings shall state the purpose of the meeting.

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Section 7. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 9. Proviso. Provided, however, that until the Developer elects to terminate its control of the Condominium established by this Declaration of Condominium declared by Contiguous Condominium Property, or by amendments thereto, all Directors shall be designated by the Developer and need not be Owners of Units in the Condominium apartment buildings and may not be removed by members of the Association, as elsewhere provided herein.

Section 10. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration of Condominium, or by these By-Laws directed to be exercised and done by the Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium Property, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and the use and maintenance of the Units thereon.

(e) To contract for the management of the Condominium and to designate to such manager all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have the approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation, and to lease or license such portions.

(f) To improve the property, real and personal, and to purchase realty and items of furniture, furnishings, fixtures and equipment, and to acquire and enter into agreements pursuant to F.S. 711.121 Et. Seq., as amended.

(g) Designation of more committees which, to the extent provided in a resolution designating said committee, shall have the power of the Board of Directors in the management of the business and affairs of the Association. Such committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. The Committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.

The foregoing powers shall be exercised by the Board of Directors or its manager or employees, subject only to approval by Unit Owners when such is specifically required.

ARTICLE V

Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The President and Vice President shall be elected from the members of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board following the annual meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary.

Section 4. Term and Compensation. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors, provided, however, that no officer shall be removed except by an affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to officers of the Association.

Section 5. The President. The President shall be the chief executive officer of the Association, he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts on behalf of the Association and shall perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Directors' Meetings and all meetings of the Unit Owners and he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of all receipts and expenditures in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors of the Association. The books shall reflect an account for each Unit in the manner required by F.S. 711.12(7)(b).

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. The officers of the Association who shall hold office and serve until the first election of officers by the first Board of Directors of the Association following the first annual meeting of members., pursuant to the terms of these By-Laws, are as follows:

HARVEY COLEMAN	President
PAUL C. WOLFE	Vice President
STEVE HENDERSON	Secretary/Treasurer

ARTICLE VI

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by resolution of the Board of Directors from time to time, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all other officers and employees of the Association who are authorized to sign checks, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The Bonds shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, The Developer while it controls the Association, as to funds in its possession and/or control, shall determine, in its sole discretion,

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable;

Section 4. Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the Common Expenses of the Condominium Property. The term "Condominium Property" for the purposes of the provisions of this paragraph shall refer to the property submitted to Condominium Ownership by the Declaration of Condominium to which these By-Laws are attached as Exhibit No. 4, to Contiguous Condominium Property as that term is defined in the said Declaration of Condominium, and to real property owned by the Association. Upon declaration of the Contiguous Condominium, the Association may allocate the total Common Expenses incurred in the administration of the Condominium Property to each Condominium in their appropriate shares; provided, however, that where non-general expenses are incurred as to some, but not all, Condominiums, the Association may charge such expenses to the appropriate Condominium(s) on such weighted basis as the Board of Directors deems fair and equitable. The term "Condominium" shall mean all properties separately submitted to the condominium form of ownership, the Unit Owners of which are members of this Association.

Common Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of the Common Elements, Limited Common Elements, recreational areas and land owned by the Association, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium Property. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the manner provided for sharing Common Expenses as provided in the Declaration of Condominium. Said assessments shall be payable quarterly in advance on the first day of each quarter unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws, and the Declaration of Condominium are Common Expenses of Condominium apartment buildings declared by the Declaration of Condominium to which these By-Laws are attached or by amendment to said Declaration of Condominium.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association, and upon request said Treasurer shall give a receipt for each payment made to him.

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Section 5. Combination of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All assessment payments by Unit Owners shall be applied to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, provided herein and in the Declaration of Condominium, and general or special assessments in such manner and amounts as the Association shall in its sole discretion determine.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Management Firm or the Board of Directors may accelerate the remaining quarterly installments for the fiscal year upon notice thereof to the Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after the mailing of such notice to the Unit Owner.

ARTICLE VII

Additions or Alterations

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium Property which this Association operates and maintains, except as specifically provided for in Article XIV-B of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE VIII

Compliance and Default

Section 1. Violations. In the event of a violation (other than the non-payment of assessments) by the Unit Owner in any of the provisions of the Declaration of Condominium, these By-Laws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover damages on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request to do so signed by a Unit Owner and sent to the Board of Directors shall constitute authorization to any Unit Owner to bring

an action in equity or suit on account of the violation in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses.

Section 2. Negligence or Carelessness of Unit Owner, etc. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required as provided in this Section, shall be charged to said Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged breach by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies or privileges as may be granted to such other party by Condominium documents or at law or in equity.

ARTICLE IX

Acquisition of Units

Section 1. Voluntary Sale or Transfer. Upon receipt of a Unit Owner's written notice of intention to sell or lease, as described in Article XII of the Declaration of Condominium, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XII without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent" upon the proposed terms after adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership; but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except after the authorization and approval by the affirmative vote of not less than sixty percent (60%)

of the total vote of the voting members at any regular or special meeting of the Unit Owners wherein said matter is voted upon. The provisions of Article XII of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of not less than sixty percent (60%) of the total votes of the voting members at any regular or special meeting of the Unit Owners wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium Parcel being foreclosed. The term "foreclosure" as used in this Section shall mean and include any foreclosure of any lien, excluding a lien for assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of the Unit Owners in order to acquire a Condominium Parcel in the name of the Association, or its designee, at a foreclosure sale held due to the foreclosure of the Association's lien for assessments pursuant to Article XI of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE X

Amendments to the By-Laws

These By-laws may be altered, amended or added to by the affirmative vote of two-thirds of the Directors until the first election of Directors; thereafter, they may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment.

(2) The amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4) of the total votes of the Unit Owners.

(3) Said amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE XI

Notices

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration of Condominium.

ARTICLE XII
Indemnification

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, including reasonable attorneys' fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII

Liability Survives Termination of Membership

The termination of membership in the Association shall not relieve or release any former Unit Owner from any liability or obligation incurred or in any way connected to said Unit Owner's Condominium Unit during the period of such ownership and membership, nor shall such termination impair any rights or remedies which the Association may have against such former Unit Owner arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XIV

Limitations of Liability

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by Owners or other persons.

ARTICLE XV

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

ARTICLE XVI

Liens

Section 1. Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise remove within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice. A Unit Owner shall give notice to the Management Firm and the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit Owners shall give notice to the Management Firm and the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the Condominium Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVII

Rules and Regulations

Section 1. As to Common Elements and Limited Common Elements. The Association may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium property and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall be posted in a conspicuous place.

Section 2. As to Condominium Units. The Association may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Unit(s); provided, however, the copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium Property and/or copies of same shall be furnished to each Unit Owner.

Section 3. The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Management Firm, as previously provided, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

(1) The sidewalk, entrances, passages, vestibules, corridors, halls and all of the Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the buildings; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls or other public areas.

(2) The personal property of all Unit Owners shall be stored within their Units.

(3) No garbage cans, supplies, milk bottles, potted plants, or other articles shall be placed in the halls nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles be shaken or hung from any of the windows or doors or be exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(4) No Unit Owner shall allow anything whatsoever to fall from the windows or doors of his Unit, nor shall he sweep or throw from the Unit any dirt or other substance into any of the Common Elements, halls, ventilators or elsewhere in the building or upon the

(5) Refuse and garbage shall be deposited only in the area provided therefor.

(6) Unit Owners shall store or leave boats only in designated boat storage areas, if any.

(7) No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

(8) Servants and domestic help of the Unit Owners may not gather or lounge on the Common Elements.

(9) The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium Property.

(10) No Unit Owner shall make or permit any disturbing noises in his Unit by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operate a phonograph, television, radio or sound amplifier in his Unit in such manner as to disturb or annoy other occupants of the Condominium. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

(11) No radio or television installation or other wiring shall be made without the written consent of the Management Firm. No antenna or aerial shall be erected or installed on the roof or exterior walls of any Condominium apartment building. Any said antenna or aerial is liable to removal without notice and at the cost of the Unit Owner for whose benefit the installation was made.

(12) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit or Condominium Property by any Unit Owner or occupant.

(13) No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of a Condominium apartment building without the written consent of the Board of Directors.

(14) No blinds, shades, screens, decorative panels, windows or door coverings shall be attached to or hung or used in connection with any window or door in a Unit in such a manner as to be visible to the outside without the written consent of the Association. Sotrm shutters of a type approved by the Management Firm will be permitted.

(15) The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without written consent. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use of the Association, pursuant to its right of access to the Unit.

(16) No cooking shall be permitted on any porch.

(17) Complaints regarding the service to the Unit shall be made in writing to the Association.

(18) No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit, except such as are required for normal household use.

(19) Payments of quarterly assessments shall be made to the office of the Association. Payments made by check shall be made to the order of The Association. Payments of regular assessments are due on the first day of each quarter and if such payments are ten (10) or more days late, same shall be subject to late charge in an amount determined by the Board of Directors and shall be considered delinquent.

(20) Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (a) removing all furniture and other objects from his porch or patio prior to his departure; and (b) designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

(21) Food and beverage may not be consumed outside of a Unit except in such areas as are designated by the Board of Directors of the Association.

Section 4. Conflict. In the event of any conflict between the Rules and Regulations contained herein, or as from time to time amended or adopted and the Condominium documents or the Condominium Act, the Condominium Act shall prevail. Where required by the Condominium Act, any amendment to the Rules and Regulations herein shall be recorded in the public records of Broward County, Florida, in the manner required by the Condominium Act.

ARTICLE XVIII

Recreational Area and Facilities

The use of the recreational areas shall at all times be subject to such Rules and Regulations as the Association may establish from time to time in its sole discretion. Said recreational area and facilities shall only be used by the Unit Owners and those persons permitted by them, subject to the Rules and Regulations for said facilities. All children who are under twelve (12) years of age must be accompanied by a responsible adult to the swimming pools and the recreational facilities in general. Any damage to equipment on the leased premises intentionally or negligently caused by a Unit Owner, his family, servants, guests, invitees, etc., shall be paid for by the Unit Owner responsible therefor, and the cost thereof shall be a charge and lien upon the Unit Owner's Condominium Parcel as a special assessment, which sum shall be determined solely by the Board of Directors and shall be billed to the Unit Owner as The Board.

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

APPROVED AND DECLARED TO THE BY-LAWS OF THE ASSOCIATION NAMED
BELOW.

DATED this 21 day of September, 1975.

(CORPORATE SEAL)



SEA WATCH CONDOMINIUM ASSOCIATION, INC.

By Harvey Blum President

Attest:

By John Blum Secretary