

AMENDED AND RESTATED

BYLAWS

SOUTHEASTER, INC.

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

Note: Underline indicates additions to text,  
and ~~Strikethrough~~ indicates deletion in text.

- 1.0 **Identity.** These are the Bylaws of SOUTHEASTER, INC., hereinafter called the Association, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State for Florida on October 20, 1968. The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes (the Condominium Act), the condominium being identified as Southeaster A Condominium, which is located on real property ~~situate~~ situated in Volusia County, Florida, more particularly described in the Declaration of Condominium for Southeaster A Condominium, as amended. The Declaration to Condominium is recorded in the Official Record Book 1066, Page 42, Public Records Volusia County, Florida; as amended, Official Record Book 1070, Page 250, Public Records Volusia County, Florida; as amended, Official Record Book 1192, Page 423, Public Records Volusia County, Florida; as amended, Official Record Book 1256, Page 123, Public Records Volusia County, Florida; as amended, Official Record Book 1261, Page 596, Public Records Volusia County, Florida; as amended, Official Record Book 2299, Page 932, Public Records Volusia County, Florida.
- 1.1 **Office.** The office of the Association shall be 4841 Saxon Drive, New Smyrna Beach, Florida, 32069 32169.
- 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
- 1.3 **Seal.** The seal of the Association shall bear the name of the Association, the word A Florida, the words *A Corporation Not-for-profit* and the year of incorporation, an impression of which is as follows:
- 2.0 **Members**
- 2.1 **Roster of members.** The Association shall maintain ~~a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members~~ a

current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the electronic mailing addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The roster shall be maintained from evidence of ownership furnished to the Association in the manner required by the Articles of Incorporation and the declaration of condominium.

- 2.2 **Annual meeting.** The annual members meeting shall be held in November of each year at such time and place as a majority of the board of directors shall determine. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.
- 2.3 **Special Meetings.** Special Members' Meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers 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.
- 2.4 **Notice of Meetings.** Notice of meetings of members stating the time and place and the objects for which the meeting is called shall be given by the party or parties authorized by these Bylaws calling the meeting. ~~A copy of the notice shall be posted at a conspicuous place at the condominium and a copy shall be delivered (if allowed by the Condominium Act) and mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery and mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery and mailing of the notice shall be effected not less than 14 days nor more than 40 days prior to the date of the meeting.~~ Written notice, which notice must include an agenda, shall be mailed, hand delivered, or electronically transmitted to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Electronic notification of members may not be used in the case of unit owner meetings called for the purpose of recalling one or more board members. Proof of posting and delivery of the notice shall be given by the affidavit of the person serving the notice. ~~Proof of mailing shall be by post office certificate of mailing and such certificate shall be retained in the Association records.~~ An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing or a copy of electronic notification, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision. The right to receive notice of the annual meeting may only be waived prior to the 14 day notification period. Notwithstanding the foregoing, if notice is mailed to members, delivery of notice

shall not be required. Notice of a meeting may be waived before or after the meeting, except as otherwise provided herein. Members may waive notice of meetings by written instrument and members may take action by written agreement without meetings; provided, however, members may not take action without a meeting for the annual meeting relating to budget matters and statutory reserves, as required by the Condominium Act.

- 2.5 **Quorum** ~~A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the entire membership.~~ **The percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of the voting interests.** The acts approved by a majority of the votes cast 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 declarations of condominium, the Articles of Incorporation, these Bylaws or the Condominium Act.

2.6 **Voting.**

- a. In any meeting of members the owners of units shall be entitled to cast one vote for each condominium unit owned.
- b. If a unit is owned by one person, the owner's right to vote shall be established by the roster of members. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association; provided, however, that if a unit is owned by husband and wife, such certificate shall not be required. If title to a unit is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. 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 of the corporation and filed with the Secretary of the Association. **If a unit is owned by a trust, the trustee shall be entitled to cast the vote for the unit, or can designate by a certificate signed by the trustee another person to cast the vote on behalf of the trust.** Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

- 2.7 **Proxies.** Votes may be cast in person or by proxy. **Proxies may be either general or limited, as specified by the Condominium Act.** A proxy may be made by any person

entitled to vote and shall be valid only for the meeting and matters designated in the proxy. **No proxy, limited or general, shall be used in the election of board members.** The proxy shall be valid for a lawfully adjourned meeting thereof, unless otherwise specified in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. No proxy shall be valid for a period longer than 90 days after the date of the first meeting specified in the proxy, or such lesser time as specified by the Condominium Act. Proxies shall be revocable at any time by the grantor of the proxy.

2.8 **Adjourned meetings.** If any meeting of 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, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9 **Order of Business.** The order of business at annual members meetings and as far as practical at other members meetings, shall be:

- a. Call to order by President.
- b. Election of chairman of the meeting.
- c. Calling of the roll and certifying of proxies.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of officers.
- g. Reports of committees.
- h. Appointment or election of inspectors of election.
- i. Election of directors.
- j. Unfinished business.
- k. New business.
- l. Adjournment.

3.0 **Directors.**

3.1 **Membership.** The affairs of the Association shall be managed by a board of not less than three directors nor more than nine directors.

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

- a. Election of directors shall be held at the annual members meeting.
- b. ~~A nominating committee of three members shall be appointed by the board of directors not less than 20 days prior to the annual members meeting. The committee shall nominate one person for each director to be elected. Nominations may be made from the floor.~~ **Not less than 60 days before a scheduled election, the association shall mail, deliver, or electronically**

transmit, whether by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election along with a certification form provided by the division attesting that he or she has read and understands, to the best of his or her ability, the governing documents of the association and the provisions of Chapter 718 of the Florida Statutes and any applicable rules. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the association not less than 40 days before a scheduled election. Together with the written notice and agenda as set forth in §718.112(2) of the Florida Statutes the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8<sup>1</sup>/<sub>2</sub> inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, along with the signed certification form provided for in this subparagraph, to be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. The Association shall mail or deliver the second notice no less than 14 days and no more than 34 days prior to the election.

- c. The election shall be by written ballot (~~unless dispensed by unanimous consent~~) 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. Proxies shall in no event be used in electing the board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in these bylaws. At least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board. Notwithstanding the provisions of this subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.
- d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the ~~remaining directors~~ affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. A board member appointed or elected in this manner shall fill the vacancy for the unexpired term of the seat being filled.

- e. Subject to the provisions of §718.301 of the Condominium Act, any director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or by agreement in writing of such majority. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. *Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.*
- 3.3 **Term.** The term of each directors service shall be ~~three (3)~~ two (2) years and each director of the Association shall hold office until his successor shall be elected and shall qualify. *Directors elected to three-year terms prior to the effective date of these revised bylaws February 6, 2010 will complete their terms. Directors elected following the effective date of these revised bylaws will serve two-year terms. Adjustments to the terms of elected directors may be necessary from time to time to establish two classes of directors with staggered terms. In such cases, the number of votes received by directors will determine which will serve two-year terms and which will serve only a one-year transitional term, with the elected director(s) receiving fewer votes than the other director(s) elected serving a one-year term.*
- 3.4 **Organizational Meeting.** The organization meeting of a newly-elected board of directors shall be held within ten 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 organization meeting shall be necessary.
- 3.5 **Regular Meetings.** Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. *mailed, hand delivered, or electronically transmitted to each director at least three (3) days prior to the meeting.* Except in the event of emergency meetings, a notice of all meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association. *If 20 percent of the voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, place the item on the agenda.*
- 3.6 **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 third of the directors. Notice of the meeting shall be given personally or ~~by mail, telephone or telegraph,~~ which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting mailed, hand delivered, or electronically transmitted to each director at least three (3) days prior to the meeting. This notice shall state the time, place and purpose of the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

- 3.7 **Open Meetings.** All meetings of the directors shall be open to all members of the Association. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners is inapplicable to meetings between the board or a committee and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.
- 3.8 **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.
- 3.9 **Quorum for Directors Meeting.** A quorum at directors 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 Bylaws.
- 3.10 **Adjourned Meetings.** 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 until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.11 **Presiding Officer Directors Meeting.** The presiding officer of directors meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
- 3.12 **Order of Business Directors Meeting.** The order of business at directors meetings shall be:
- a. Calling of roll.
  - b. Proof of due notice of meeting.
  - c. Reading and disposal of any unapproved minutes.
  - d. Reports of officers and committees.
  - e. Election of officers.

- f. Unfinished business.
- g. New business.
- h. Adjournment.

3.13 **Directors' Fees.** Directors' fees, if any, shall be determined by the members.

3.14 **Minutes.** Minutes of all meetings of the board of directors or members shall be kept in a book available for inspection at all reasonable times by members or their authorized representatives and the board of directors. The Association shall retain minutes of meetings for a period of seven years or such other period of time as may be designated by the Condominium Act.

4.0 **Powers and duties of the Board of Directors.** All of the powers and duties of the Association existing under the Condominium Act, declaration of Condominiums, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required. The Association shall, however, in any event retain at all times the powers and duties granted it by the Condominium Act.

5.0 **Officers.**

5.1 **Executive Officers.** The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary (if determined to be necessary by the Board of Directors), all of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. There may be two Vice Presidents, and a Vice President may also be a Secretary or a Treasurer. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 **President.** The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

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. The Vice President also shall assist the President and exercise such other powers and perform such other



duties as shall be prescribed by the directors.

- 5.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.
- 5.5 **Assistant Secretary.** The Assistant Secretary (*if any*) shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.
- 5.6 **Treasure.** The Treasurer or Assistant Treasurer (if any), shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer 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. The Treasurer 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.
- 5.7 **Compensation.** The compensation, if any, of all employees of the Association shall be fixed by the directors. The provision that directors fees or officers compensation shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.
6. **Fiscal management.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:
- 6.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles.
- 6.2 **Budget.** The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for various accounts established according to generally accepted accounting principles. The budget shall include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act.
- a. Copies of a **proposed budget** and proposed assessments shall be mailed or delivered (if allowed by the Condominium Act) **or electronically transmitted to the location furnished by the unit owner for that purpose** to each

member not less than ~~30~~ **14** days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption together with a notice of the time of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

- b. If an adopted budget requires assessment against the unit owners in any calendar year exceeding 115 percent of the assessments for the preceding year, the board, upon written application within 21 days after adoption of the annual budget of 10 percent of the unit owners to the board, shall call a special meeting of the unit owners within ~~30 days~~ 60 days after adoption of the annual budget, upon not less than ~~10~~ **14** days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of administration may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. *If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.* In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

- 6.3. **Assessments.** Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each month of the year for which the assessments are made, or 10 days after the mailing to the unit owners concerned of a statement or notice of the assessment coming due, whichever date shall last occur provided, however, no statement or notice, other than for the calendar year, shall be required to be mailed in conjunction with the regular 12 equal monthly assessments, unless there be a change in the monthly assessments as hereinafter provided. If assessments are not made annually as required, assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in the amount shall be due on the first day of each month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in

sufficient amount to meet these expenses for the year, provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as required in these Bylaws.

- 6.4 **Acceleration of Assessment Installments Upon Default.** If the owner of a unit shall be in default in the payment of any monthly assessment, the board of directors may accelerate the remaining monthly assessments due for the calendar year upon notice to the owner of the unit, and ~~(then the unpaid balance of the monthly assessments for the calendar year shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the owner of the unit or not less than twenty (20) days after the date such notice is mailed to the owner of the unit by registered or certified mail, whichever shall occur first.)~~ **accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.**
- 6.5 **Assessments for Charges.** Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.
- 6.6 **Assessments for Emergencies.** Assessments for common expenses of emergencies for maintenance or repair of the Condominium property that cannot be paid from the annual assessments for common expenses shall be due only after 30 days notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the association may require in the notice of assessment.
- 6.7 **Notice of Meeting - Assessments.** ~~Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.~~ **Notice of any meeting in which regular or special assessments against unit owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments. Written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than 14**

days prior to the meeting.

- 6.8 **Depository.** The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys from those accounts shall be **disbursed** only by checks signed by such persons as are authorized by the directors.
- 6.9 ~~An audit of the accounts of the Association shall be made annually by a committee appointed by the board of directors or by a certified public accountant if such audit is requested by 75% of the entire membership of the Association and a copy of such audit report, if any is so requested, shall be furnished to each member not later than April 1 of the year following the year for which the audit is made. Otherwise the board of directors shall furnish a financial report in customary form to each member not later than April 1 for the prior year.~~ **FINANCIAL REPORTING.--Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.**
- 6.10 **Insurance and Bonding.** Directors Insurance and Fidelity bonds may be required by the board of directors from all persons handling or responsible for Association funds. The requirements for obtaining such bonds, the amount of those bonds and the sureties shall be determined by the directors and as required by the Condominium Act. The premiums on the bonds shall be paid by the Association. The board of directors are also authorized to obtain and pay for directors liability insurance.
- 7.0 **Adoption of Rules and Regulations.** The Board of Directors of the Association may from time to time make, adopt, amend and enforce reasonable regulations respecting the use of the respective condominium properties, and any property in which the Association owns an interest.
- 7.1 **Taxation.** An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the condominium as a whole, and prorated by the Board of Directors of the Association.
- 7.2 ~~**Duty to Maintain. An owner of a unit shall maintain his unit so that the unit or any other unit owner will not be damaged by his neglect.**~~ **A unit owner shall not**

**do anything within his or her unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the Association property or condominium property which is to be maintained by the Association.**

- 7.3 **Duty to Maintain Interior.** An owner of a unit shall maintain all of the interior installations of the unit (~~which includes the balconies, balcony rails and patios~~), including the maintenance of the water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and other accessories belonging to the particular unit and not owned by the Association or covered by the insurance maintained by the Association (it being understood that the plumbing up to the exterior of each unit and the electrical wiring up to the circuit breaker box of each unit shall be considered common elements and, therefore, the maintenance, repair and replacement thereof shall be the responsibility of the Association).
- 7.4 **Transfer Fee.** An owner who sells or transfers his unit shall reimburse the Association for reasonable expenses required for the sale or transfer not to exceed \$50.00.
- 7.5 **Rental Limitations.** Units may be rented, provided the occupancy is only by the tenant, his family, servants and guests. No rooms or parts of a unit may be rented ~~or occupied~~, and no transient tenants may be accommodated. Unit rentals will be for not less than 6 consecutive days.
- 7.6 **Cable Television.** The definition of common expenses includes ~~one~~ two basic cable TV connections (hook-ups) for each unit.
- 8.0 **Access to Units.**
- 8.1 **Interference with Common Areas.** No object shall be placed in or on the common area by a unit owner which will interfere in any manner with the use of said area, or render said area unsightly.
- 8.2 **Access to Units.** The Association has 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. The cost of said repairs, if they incur inside the unit, shall be borne by the unit owner. No owner shall contact for, or otherwise obligate the Association for, maintenance, repairs or replacements for which the Association is responsible.
9. **Parliamentary Rules.** Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of

Condominium, Articles of Incorporation, or these Bylaws.

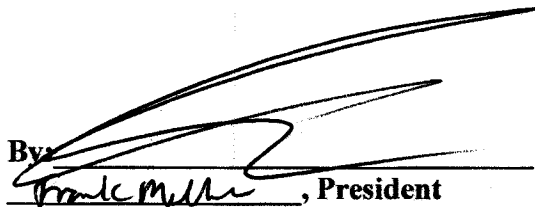
10. **Amendments.** Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:
  - 10.1 **Notice of Amendments.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
  - 10.2 **Resolutions to Amend.** A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:
    - a. not less than 75% of the entire membership of the board of directors and by not less than 66% of the votes of the entire membership of the Association; or
    - b. by not less than 75% of the votes of the entire membership of the Association.
  - 10.3 **Proviso.** That no amendment shall discriminate against any member nor against any unit or class or group of units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.
  - 10.4 **Amendments to Bylaws.** No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw.. for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.
  - 10.5 **Execution and recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when

the certificate and copy of the amendment are recorded in the public records of Volusia County, Florida.

11. **Severability.** *Any provision of these Bylaws which is or becomes inconsistent with the Florida Condominium Act (Chapter 718, FS) or any other applicable state, local, or federal laws will be superseded by the applicable provisions of these laws. Captions.*
12. **Captions.** The captions used in these By-Laws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text that follows them.

**WE HEREBY CERTIFY** that the foregoing By-Laws of the Association were duly adopted by the Board of Directors of the Association on the 6<sup>th</sup> day of February, 2010.

**SOUTHEASTER, INC.  
A FLORIDA NOT-FOR-PROFIT  
CONDOMINIUM ASSOCIATION**

By:  , President

the certificate and copy of the amendment are recorded in the public records of Volusia County, Florida.

11. **Severability.** *Any provision of these Bylaws which is or becomes inconsistent with the Florida Condominium Act (Chapter 718, FS) or any other applicable state, local, or federal laws will be superseded by the applicable provisions of these laws. Captions.*
12. **Captions.** The captions used in these By-Laws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text that follows them.

**WE HEREBY CERTIFY** that the foregoing By-Laws of the Association were duly adopted by the Board of Directors of the Association on the 6<sup>th</sup> day of February, 2010.

**SOUTHEASTER, INC.  
A FLORIDA NOT-FOR-PROFIT  
CONDOMINIUM ASSOCIATION**

By: 

Frank Melton, President



## ACKNOWLEDGEMENT

STATE OF FLORIDA     )  
COUNTY OF VOLUSIA    )

The forgoing instrument was acknowledged before me this the 31 day of July, 2010 by Frank Melton who is personally know to me or who has produced \_\_\_\_\_ as identification.

SIGNATURE LINE

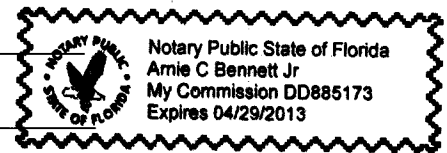
PRINT/TYPE NAME Frank Melton

Notary Public in and for the

County of the State of the aforesaid

My Commission Expires: 4/29/2013

Serial No., if any: \_\_\_\_\_



**CERTIFICATE**

The undersigned hereby certifies that he is the Secretary of Southeaster Inc., a corporation organized and existing under the laws of the State of Florida; that the foregoing is true and correct record of the Amendment and Restatement of Bylaws approved in the manner provided in Chapter 718 of the Florida Statutes by the membership at a meeting of the of the membership held on 6th day of February 2010 and the same meets the legal requirements to be recorded in the Official Records of Volusia County, Florida..

Dated this 24<sup>th</sup> day of May, 2010.

**SOUTHEASTER, INC.  
A FLORIDA NOT-FOR-PROFIT  
CONDOMINIUM ASSOCIATION**

By: Robert J. Nymushin  
Robert J. Nymushin Secretary  
(CORPORATE SEAL)

**RESOLUTION BY THE BOARD OF DIRECTORS  
OF THE SOUTHEASTER, INC., A FLORIDA NOT  
FOR PROFIT CONDOMINIUM ASSOCIATION, DE-  
CLARING RESULTS OF MEMBERSHIP VOTE ON  
AMENDMENTS TO BYLAWS AND AUTHORIZING  
THE RECORDING OF THE AMENDMENTS TO  
BYLAWS.**

**WHEREAS**, on February 6, 2010, a vote of the membership was held on certain amendments to the Southeaster, Inc., a Florida Not-For-Profit Condominium Association, bylaws.

**WHEREAS**, the Board of Directors of the Southeaster, Inc., a Florida Not-For-Profit Condominium Association, finds and determine the amendments to the bylaws were approved by the membership on February 6, 2010 pursuant to Chapter 718 of the Florida Statutes.

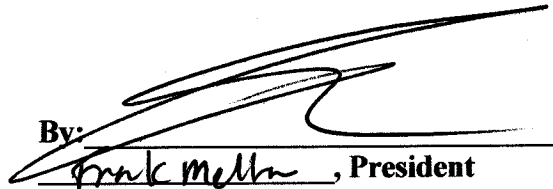
**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of the Southeaster, Inc., a Florida Not-For-Profit Condominium Association, as follows:

1. The Board of Directors finds and determines that the amendments to the bylaws submitted to the membership for its approval on February 6, 2010 have been approved by the membership (said amendments to the bylaws are attached as Exhibit "A" and by reference made a part hereof).
2. The Board of Directors authorizes the recording of in the Official Records of Volusia County, Florida, the amendments to the bylaws described in paragraph 1 above.
3. The Board of Directors authorizes the manager to pay the usual and customary attorney's fees and recording costs to record the amendments to the bylaw.

This resolution was adopted by the Board of Directors on this 29<sup>th</sup> day of May, 2010, and shall be effective immediately upon adoption.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his hand and the seal of the Association this 29th day of May, 2009.  
10

**SOUTHEASTER, INC.  
A FLORIDA NOT-FOR-PROFIT  
CONDOMINIUM ASSOCIATION**

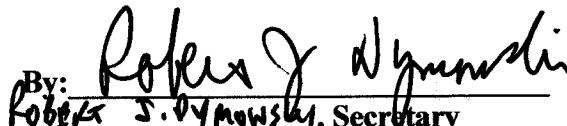
By:   
Frank Melina, President

**CERTIFICATE**

The undersigned hereby certifies that he is the Secretary of Southeaster Inc., a corporation organized and existing under the laws of the State of Florida; that the foregoing is true and correct copy of a resolution adopted at a meeting of the Board of Directors of said corporation held on this 29th day of May, 2010, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this 29th day of May, 2010.

**SOUTHEASTER, INC.  
A FLORIDA NOT-FOR-PROFIT  
CONDOMINIUM ASSOCIATION**

By:   
Robert J. Dymowski, Secretary  
(CORPORATE SEAL)

