

AMENDED BYLAWS  
OF  
SABINE YACHT AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC  
  
A FLORIDA CORPORATION NOT FOR PROFIT

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1. Identity. These By-Laws of SABINE YACHT AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., herein called the "Association," a non-profit Florida corporation, provided for in Chapter 711, Florida Statutes, for the purpose of administering Sabine Yacht and Racquet Club, a Condominium, located on the following property in Escambia County, Florida:

COMMENCE at the Southeast corner of Block "C", 1<sup>st</sup> Addition to Villa Sabine Subdivision as recorded in Plat Book 5 at Page 75 of the Public Records of Escambia County, Florida;

THENCE go South 89 degrees 50 minutes 20 seconds West along the Northerly Right-of-Way line of Ft. Pickens Road (State Road #399; 120 feet Right-of-Way); a distance of 324.00 feet to the Southwest corner of Lot 15, Block "A", Spanish Landing Subdivision as recorded in Plat Book 8 at Page 24 of the Public Records of Escambia County, Florida, and the Point of Beginning;

THENCE continue South 89 degrees 50 minutes 20 seconds West along said Northerly Right-of-Way a distance of 376.00 feet;

THENCE go North 00 degrees 00 minutes 00 seconds East parallel to the Easterly line of Block "C" a distance of 269 feet more-or-less to the Mean-High-Water line of Little Sabine Bay;

THENCE meander Northeasterly along the aforesaid Mean-High-Water line to a point where it intersects a line passed through the Point of Beginning having a bearing of North 00 degrees 09 minutes 40 seconds West, said line being the Westerly line of aforesaid Lot 15, Block "A", Spanish Landing Subdivision;

THENCE go South 00 degrees 09 minutes 40 seconds East a distance of 290 feet more-or-less to the Point of Beginning.

- 1.1 Office. The office of the Association shall be at the site of the condominium or such other place as may be designed by the Board of Directors.
- 1.2 Fiscal Year. The fiscal year of the Association shall begin on August 1 of each year and end on the last of day of July of each year.
- 1.3 Seal. The Seal of the corporation shall bear the name of the corporation, the word "Florida" the words "Corporation not for profit" and the year of incorporation.

2. Members.

- 2.1 Qualifications. The members of the Association shall consist of all of the record owners of apartment units.
- 2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Escambia County, Florida, a Partial Assignment of Sub-Lease or other instrument establishing a record title to an apartment unit in the condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
- 2.3 Voting Rights. The owner of each unit shall be entitled to one vote for each apartment unit owned, notwithstanding the percentage share of common elements appurtenant to his apartment unit or units, as a member of the Association, and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other condominium instruments in reference to voting by apartment owners, Association members, and the Board of Directors, means more than fifty (50%) percent.
- 2.4 Designation of Voting Representative. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, 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 and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President of Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid 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 of a unit may be revoked by any owner thereof.
- 2.5 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

3. Members' Meetings.

3.1 Annual Member's Meeting. The annual members' meeting shall be held at the office of the Association on the fourth Saturday of May of each year, or at such other time during the month of May as shall be designated by the Board of Directors for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by a unanimous Agreement of the members in writing.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast thirty-three (33%) percent of the votes of the entire membership, which request shall state the purpose or purposes of the proposed meeting, except that a special members' meeting called pursuant to §718.112(2)(j) FLA. STAT (1999) may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, which notice shall state the purpose of the meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished by the Secretary to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days but not more than sixty (60) days in advance of the date of the meeting. The notice to each member shall be mailed by either regular or certified mail to each member at her/his address as it appears on the books of the Association. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meetings may be waived either before or after the meeting.

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3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast thirty-three (33%) percent of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

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- 3.5 Proxies. Votes may be cast in person or by limited proxy. General proxies shall not be effective. Limited proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. When a Unit is jointly owned by husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both parties.
- 3.6 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 limited proxy, may adjourn the meeting from time to time until a quorum is present.
- 3.7 Waiver and Consent. Whenever the vote of members at a meeting is required or permitted to be taken by any provision of these By-Laws in connection with any action of the Association, the meeting and vote may be dispensed with if a majority of the members who would have been entitled to vote upon the action shall consent in writing to such action being taken. However, notice of such action shall be given to all members unless there is unanimous approval of the action.
- 3.8 Order of Business. The order of business at annual members' meetings and as far as practical at all other members' meetings shall be:
- a) Calling of the roll and certifying of limited proxies.
  - b) Proof of notice of the meeting or waiver of notice.
  - c) Reading and disposal of any unapproved minutes.
  - d) Reports of officers.
  - e) Reports of Committees.
  - f) Election of Directors.
  - g) Unfinished Business.
  - h) New Business.
  - i) Adjournment

4. Board of Directors.

- 4.1 Membership. The affairs of the Association shall be managed by a Board of Directors as set forth in the Articles of Incorporation. Each Director shall be a person entitled to cast a vote in the Association.

4.2 Election of Directors.

- a) Members of the Board of Directors shall be elected by a majority vote of the owners present at the annual meeting of the members of the Association, and entitled to vote.
- b) Not less than sixty (60) days before a scheduled election, the Board shall mail or deliver, to each unit owner a notice of the date of election. Any unit owner desiring to be a candidate for the Board of Directors must give written notice to the Board not less than forty (40) days before the election. The notice of the annual meeting shall include a copy of the ballot listing all those unit owners who gave written notice to the Board and who meet the minimum qualifications for Board membership set forth in the Declaration and the Florida Statutes.
- c) Except as to vacancies provided by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.
- d) The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast. Each person voting shall be entitled to cast his vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- e) Any Director may resign at any time by sending written notice of such resignation to the office of the Association, to be delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.
- f) Four or more consecutive absences from regular meetings of the Board of Directors by any Director unless excused by Resolution of the Board, shall be grounds for disqualification for cause by a majority vote of the Board. In addition, if a Director is more than thirty (30) days delinquent in the payment of an assessment, he shall likewise be disqualified from membership on the Board of Directors.
- g) Any Director may be removed by concurrence of a majority of the members of the Association at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.
- h) All members of the Board of Directors must be owners of units in the condominium.

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4.3 Term. The term of each Director's service on the Board shall extend for a period of two years. Elections shall then be held at the annual members meeting, with four (4) Directors to be elected in odd numbered years and three (3) Directors to be elected in even numbered years.

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4.4 Organization Meeting. The organizational meeting of a newly elected Board of Directors shall be held within thirty (30) 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.

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4.5 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly or as shall be determined by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, email, or telephone at least five (5) days prior to the day named for such meeting.

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4.6 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 three (3) of the Directors. Not less than five (5) days' notice of the meeting shall be given personally or by mail, email or telephone, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

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

4.9 Adjourned Meetings. If at any meetings 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes. 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.

4.11 Directors Meetings. Meetings of the Board of Directors shall be open to all unit owners, and notices of such meetings shall be posted conspicuously forty-eight (48) hours in advance of such meetings for the attention of unit owners, except in an emergency. Notwithstanding the above, notice of a meeting of the Board of Directors to consider non-emergency special assessment or to consider rules regarding unit use shall be mailed or delivered to unit owners fourteen (14) days prior to such meeting.

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- 4.12 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their numbers to preside.
- 4.13 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association.
- 4.14 Order of Business. The Order of Business at the Directors' Meetings shall be:
- a) Calling of roll
  - b) Proof of due Notice of Meeting
  - c) Reading of any unapproved Minutes
  - d) Reports of Officers and Committees
  - e) Election of Officers
  - f) Unfinished business
  - g) New business
  - h) Adjournment
5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject however, to the provisions of the Declaration of Condominium and these By-Laws.
- 5.1 Assess. To make and collect assessments against members to defray the costs and expenses of the condominium.
- 5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.
- 5.3 Maintain. To maintain, repair, replace and operate the condominium property, including furniture and other personal property owned by the Association.
- 5.4 Insure. To purchase insurance upon the condominium property and insurance for the protections of the Association and its members.

- 5.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.
- 5.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium as provided in paragraph 12.4 of the Declaration.
- 5.7 Management Contract. To contract for the maintenance, management or operation of condominium property and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association. No such management contracts shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium Act of Declaration. Such contract for the maintenance, management, or operation of condominium property shall be subject to cancellation upon the concurrence of a majority of the unit owners.
- 5.8 Designate Committees. To designate one or more committees which shall have the powers of the Board of Directors for the management of the affairs and business of the Association, to the extent provided in the Resolution designating such a committee. 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 as required. The foregoing powers shall be exercised by the Board of Directors or its contractor, manager, or employees, subject only to approval by unit owners when such is specifically required.
- 5.9 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the condominium other than individual units unless the individual unit is owned by the Association and the appurtenances thereto, and to assess the same against the units subject to such liens.
- 5.10 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the regulations for the right use of the property in the condominium. In the event that the Board of Directors determines that any unit owner is in violation of any provisions of the Condominium Act, the Declaration Articles, By-Laws or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the unit owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the unit owner, and such acts or conduct are repeated, the Board may levy a fine of up to \$100.00 per offense against the unit owner. Each day during which the violation continues shall be deemed a separate offense. Such fines shall be assessed as a special assessment against the unit owner, shall constitute a lien upon the Unit, and may be foreclosed by the Association in the same manner as any other lien, provided that before imposition of any fine, the defaulting unit owner shall be entitled to a hearing before the Board, upon reasonable written notice specifying the violations charged and may be represented by counsel.



5.11 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not separately billed to owners of individual apartment units.

5.12 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

VOTE 5.13 Record of Mortgagees of Units. Each Unit Owner must notify the Association's management company of any change in mortgage on his unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his unit. This record shall be open to inspection or for copying by all Institutional Mortgagees during normal business hours, but not by unit owners or others without a valid court order (in order to protect the privacy of unit owners).

**Deleted:** To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either an "Institutional Mortgagee" or not, as the case may be.

6. Officers.

VOTE 6.1 Officers and Election. The executive officers of the Association shall be a President, Vice-President, Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. The President, Vice-President, Treasurer and Secretary shall at all times be Board members. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association. Any officer may be removed with or without cause, by a majority vote of the Board of Directors.

**Deleted:** The President and Secretary

VOTE 6.2 President. The President shall be the chief executive officer of the Association. She/He shall have all of the powers and duties which 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, as she/he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. She/He shall serve as chairman of all board and members' meetings.

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VOTE 6.3 Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and performs the duties of the President. She/He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

VOTE 6.4 Secretary. The Secretary or designated representative shall keep the minutes of all proceedings of the Directors and the members. She/He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. She/He 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. The duties of the Secretary may be

fulfilled by a manager employed by the Association or an Assistant Secretary when the Secretary is absent.

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- 6.5 Treasurer. The Treasurer or designated representative shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. She/He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and she/he shall perform all other duties incident to the office of the Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

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- 6.6 Removal of Officers. Any Officer may be removed, with or without cause, by a majority vote of the Board of Directors.

Deleted: Compensation. The Compensation, if any of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Sponsor shall receive any compensation for his services as such.

- 6.8 Indemnification and Insurance of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The Board of Directors may, and shall if reasonably available, purchase liability insurance to insure all directors, officers, or agents, past and present against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Unit Owners as a part of the Common Expenses.

- 7.0 Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

- 7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:
- a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.
  - b) Reserves. In addition to the reserves required by Florida law, the following additional reserves may be established in the discretion of the Board of Directors. Any or no amount may be budgeted for said additional reserves, in the sole discretion of the Board of Directors.

- a. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.
  - b. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
  - c. Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.
- c) Individual Accounts. The Association shall keep a separate account for each individual unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amount on which the assessment comes due and the amounts paid upon the unit owner's account and the balance due.

7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.

**VOTE**

- a) If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal year exceeding 115% of such assessments for the preceding fiscal year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days' written notice to each owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded from such computation, assessment for betterments to the condominium property or assessments for betterments to be imposed by the Board of Directors.

**Deleted:** A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The board of Directors shall mail or deliver to the unit owners written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held and such notice shall be posted conspicuously on condominium property, and such meeting shall be open to the unit owners.

7.3 Excess Assessments in Fiscal Year. Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during that year, the Board of Directors shall report to the unit owners at the annual meeting of unit owners the amount, if any, by which assessments for the preceding fiscal year to date have exceeded the expenditures of the Association. Such excess shall be applied automatically against the following year's assessments.

7.4 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before July 20 preceding the fiscal year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. Special assessments may be made in accordance with Florida law.

7.5 Acceleration of Assessment Installments Upon Default. If the unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or if such notice be by registered or certified mail, not less than twenty (20) days after the mailing, whichever shall first occur.

7.6 Depository. The Association may deposit monies of the Association in such account or accounts as approved by the Directors; such accounts may be in United States banks, saving institutions, or money-market mutual funds, including interest and/or dividend accruing accounts, and withdrawals shall be only by draft signed by such persons as authorized by the Directors.

7.7 Audit. An audit of the accounts of the Association shall be made annually as soon as possible after fiscal year end by such firms, persons or member committees as shall be deemed competent to perform the audit and be selected by the Directors. A copy of such audit report shall be made available in the office of the Association (management company) to all members for their review.

7.8 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

7.9 Prior Fiscal Year Excess. Prior fiscal year excess funds are to be carried over to the next fiscal year.

8. Parking. ~~There are two allotted parking spaces for every unit.~~ Maintenance of the parking area is declared to be a common expense.

**Deleted:** At the time of the purchase of the member's unit, each member was specifically assigned one parking space. Thereafter the Association shall have the right to assign and control all unassigned parking so long as the Association does not interfere with, alter, or change the previously made Sponsor's assignments. Parking spaces may be transferred and swapped only among the various unit owners, but every unit must at all times have one parking space the right to which is assigned to it exclusively and the right to which is transferable at the time of the sale or transfer of the unit.

9. Rental of Units. Units may be rented according to the following provisions:

**Deleted:** Copies of all leases and/or rental contracts shall be deposited with the Association and all tenants shall check in with the Association before commencing their tenancy.

**VOTE** 9.1 Tenants' Responsibility to Association. Tenants shall abide by the Association's Rules and Regulations and failure to do so shall result in the immediate eviction of the offending tenant or tenants. All such leases and/or rental contracts shall meet the minimum standards established by the Association as provided in Section 12.3 of the Declaration of Condominium.

**VOTE** 9.2

**Deleted: Security Deposit.** A minimum Security Deposit may be required from all tenants by the Association, as determined by the Board of Directors, but not to exceed \$25.00. Failure to make such a deposit shall result in the termination of the tenant's right to use any or all of the Common Elements.

**VOTE** 9.3 Unit Owners Responsibility to Association. A unit owner shall be financially responsible for any personal injury, personal property damage, or damage to condominium property caused by the owner, the owner's tenant, or the owner's guest to the Association, any guest of the association or to any member of the public as a result of any act by an owner's guest or tenant.

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**VOTE** 10. Pets. Pets staying overnight in and about the condominium property must be registered with the Facilities Manager. Upon completing pet registration, pet owners will be granted a conditional license by the Association. Such a license will be subject to the following conditions and reservations:

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**VOTE** 10.1 Acceptable Pets. The only pets to be maintained on condominium property shall be dogs under 50 pounds when fully grown, cats, and small birds.

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**VOTE** 10.2 Damage to Condominium Property. A unit owner shall be fully responsible for paying any and all costs involved in restoring to original new condition any damage caused to the condominium property by the owner's pet or the pet of an owner's guest or tenant.

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**VOTE** 10.3 Personal Injury or Damage. A unit owner shall be financially responsible for any personal injury or personal property damage caused to any owner, tenant, guest, employee of the Association, or to any member of the public as a result of the owner's pet or the pet of an owner's guest or tenant.

**Deleted:** maintenance of a pet

**VOTE** 10.4 Pets Carried In and Out of Buildings. Pets must be on a leash or in a carrier when taken in and out of the building.

10.5 Restrictions. Pets shall not be permitted in the public rooms or in the swimming pool or tennis area under any circumstances. Pets must not be curbed near the buildings, walkways, shrubbery, gardens or other public spaces. Pets may only be curbed in areas designated by the Board.

**VOTE** 10.6 Guests, Tenants, and Visitors. Guests, tenants, and visitors of a unit owner shall be permitted to maintain pets on the condominium property, subject to the above rules and regulations concerning pet maintenance.

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10.7 Revocation. The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other owners or is otherwise a nuisance.

**VOTE** 11. Boat Dock. Space at the Boat Dock (hereinafter referred to as a “Slip”), shall be assigned or rented by the Association to both members and nonmembers of the Association. Slips can be rented for short term or long term as long as the boat owner is renting a unit from the association or a member or is a member. When the Association assigns or rents a Slip, it shall endeavor to charge a reasonable rate which should not exceed similar rates available in the area. However, the Association shall use its best efforts to obtain rates and occupancy at least adequate to offset the costs of maintaining, operating, insuring, repairing, and replacing the Boat Dock, based upon full occupancy. Members and nonmembers assigned or renting a Slip shall not sublet or assign their Slip. The Association shall maintain a posted waiting list for Slip rentals or assignments. (The assignee or tenant of a Slip is hereinafter referred to as “Boat Owner”.) All leases of boat slips must pay the full rental for the term in advance of commencement of the lease, and must notify the Facilities Manager of intentions to renew for a succeeding period prior to expiration of the current lease term.

**Deleted:** without consent of the Association

**Deleted:** President or Manager of the Association

**Deleted:** Building Supervisor

11.1 Use Restriction. Under no circumstances shall any boat be harbored in the Boat Dock be used as or considered a residential unit. Any such residential use by the Boat Owner or any guests, tenants, visitors or any other person or persons shall be considered a violation of these By-Laws and shall constitute sufficient cause for revocation of the Boat Owner’s right to use of the Slip.

11.2 Pollution Control. The use of the Boat Dock by Boat Owners shall be in compliance with all governmental controls and restrictions regulating the pollution of waterways. Failure of any Boat Owner to comply with such controls and restrictions shall be considered a violation of these By-Laws and shall be cause for the revocation of the right of the Boat Owner to use of the Boat Dock. Such a Boat Owner shall also be solely liable for any fines or penalties imposed by any governmental agency as a result of any action by the Boat Owner contrary to such pollution controls.

11.3 Liability. A Boat Owner shall be liable for any damage to the Boat Dock, whether negligent or not, caused by the Boat Owner’s use of the Slip. The Board of Directors of the Association shall have the right without limitation to bring suit against any Boat Owner who fails to make restitution to the Association for such damage and to revoke such Boat Owner’s right to use of the Boat Dock.

11.4 Removal of Boats. The Board of Directors shall have the right without limitation to remove any boat harbored at the Boat Dock which becomes a hazard to the safe use of the Boat Dock by other Boat Owners. Such hazard shall include but is not limited to fire and health. The Association shall be held harmless by the Boat Owner, upon its taking possession of the Slip, for the removal of his vessel from the Slip in the event the vessel is a hazard to the safe use of the Boat Dock by other Boat Owners, as determined at the sole discretion of the Association, or its agent in charge of the Boat Dock.

- 11.5 Procedure for Revocation. Any member Boat Owner who is found to be in violation of any or all of the above noted conditions and restrictions shall be given five (5) days written notice of a hearing to be held by the Board of Directors for the purpose of considering revocation of the Boat Owner's right to use of the Boat Dock. Such notice shall contain the date and time of the hearing the issues involved in the proposed action and the name of the person or persons who have brought the complaint against the Boat Owner. The Boat Owner shall have the right to have legal counsel present at the hearing. The decision of the Board made at such a hearing shall be final and the Board may, without limitation, enforce its right to take such action by bringing suit in the Circuit Court of Escambia County against a Boat Owner found to be in violation of these By-Laws.
- 11.6 Boat Dock Utilities. The Association may install individual electrical and water meters for Boat Slips if it so determines.
- 11.7 Limitation on Liability of Association. The Association shall not be liable for any injury or damage occurring to vessels or individuals on or at the Boat Dock caused, without limitation, by any latent condition of the Boat Dock itself or any condition existing on a vessel harbored in the Boat Dock.
- 11.8 Installation and Regulation of Boat Lifts. *(As amended in 2003)* Each owner shall have the right to install boat lifts in their slips at such Boat Owner's sole expense. A Boat who elects to install a boat lift shall be solely responsible for the care and maintenance of the slip and shall remove the lift upon the expiration or termination of the Boat Owner's lease of the slip at the Boat Owner's sole expense. The Board of Directors shall oversee and approve the development of a set of Rules and Regulations by the Boat Dock Committee which rules and regulations shall govern the use, construction, and removal of the lifts.
12. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.
13. Rules and Regulations. The Association has adopted Initial Rules and Regulations for the use of property in the condominium which are attached herein and made a part of the By-Laws of the Association. The Rules and Regulations may be amended in the same manner as the By-Laws of the Association as provide in Section 17.2 of the Declaration of Condominium. The Board of Directors shall oversee and approve the development of a set of Rules and Regulations by the Boat Dock Committee which rules and regulations shall govern the use, construction, and removal of the slips.
14. Amendment. The By-Laws may be amended in the manner set forth in the Declaration.

The foregoing were adopted as The By-Laws of SABINE YACHT AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., a condominium corporation and a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on \_\_\_\_\_, 2001.

OR BK 4700 PG1688  
Escambia County, Florida  
INSTRUMENT 2001-838894

The original document was signed by the Association President and Secretary and stamped with Ernie Lee Magaha, Clerk of the Circuit Court for Escambia County on May 3, 2001 at 3:09pm.

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