

This instrument was prepared by:  
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## **CERTIFICATE OF AMENDMENT**

### **TO THE DECLARATION OF CONDOMINIUM FOR SEA DUNES CONDOMINIUM AND TO THE BYLAWS OF SEA DUNES CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of Sea Dunes Condominium Association, Inc. (the "Association"), a Florida corporation not for profit and the condominium association for Sea Dunes Condominium pursuant to that certain Declaration of Condominium for Sea Dunes Condominium recorded in Official Records Book 424, Page 1, of the Public Records of Nassau County, Florida, as amended by instruments recorded at Official Records Book 1372, Page 919, Official Records Book 2071, Page 1156, and Official Records Book 2071, Page 1158, all of the aforesaid public records (as amended, the "Declaration"), hereby certify that:

1. The following amendments to the Declaration were adopted at a duly noticed and convened meeting of the Association's membership held on December 18, 2020 with the affirmative vote of Unit Owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Units;

2. The following amendments to the Bylaws of the Association were adopted at a duly noticed and convened meeting of the Association's membership held on December 18, 2020 with the affirmative vote of Members owning not less than two-thirds (2/3) of the Units in the Condominium; and

3. Without limitation of the foregoing, the amendments attached hereto were proposed and approved in accordance with the Association's governing documents and applicable law.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the Association has caused this certificate to be executed in its name as of \_\_\_\_\_, 2021.

Signed in the presence of these witnesses:

SEA DUNES CONDOMINIUM  
ASSOCIATION, INC.

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Brett Melvin, Its President

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Cecilia Christy, Its Secretary

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization by Brett Melvin, President of Sea Dunes Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He/she is personally known to me or has produced as identification the following: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization by Cecilia Christy, Secretary of Sea Dunes Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or has produced as identification the following: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM FOR SEA DUNES CONDOMINIUM**  
**AND TO THE**  
**BYLAWS OF SEA DUNES CONDOMINIUM ASSOCIATION, INC.**

*Except for section headings, underlined text is added and ~~strikethrough~~ text is removed.*

**Amendment #1**

**Article XII (Maintenance, Repairs and Replacements) of the Declaration of Condominium shall be amended as follows:**

**XII. MAINTENANCE, REPAIRS AND REPLACEMENTS.**

Except where the Condominium Property is damaged by an insurable event, in which case the provisions of Florida Statutes § 718.111(11) shall apply, the responsibility ~~Responsibility~~ for maintenance, repairs and replacements of the Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

**A. Units.**

Each Unit (including, without limitation, the windows and doors of the Unit), and the fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same not including, however, Limited Common Elements), shall be maintained, kept in good repair and replaced by and at the expense of the Unit Owner(s) thereof. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. The Association may, at its option and expense, contract with a qualified professional to inspect and/or supervise all door and window repairs and replacements. The Unit Owner shall cooperate with and follow the directions of any such professional. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

**B. Common Elements.**

The Association shall be responsible for, and shall assess against and collect from the Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common

Elements specified below. The Association shall, at the expense of the Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements. Without limiting the foregoing, the Association shall maintain, repair, and replace, as necessary, the Common Elements surrounding the windows and doors that are part of a Unit.

C. Limited Common Elements.

The responsibility for, and the cost of, keeping clean and in orderly condition those Limited Common Elements which are assigned or granted to, and exclusively serve, a certain Unit or Units to the exclusion of other Units, shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant. The Association shall be responsible for repairing and replacing all Limited Common Elements and shall assess against and collect from the Unit Owners the cost of such repair and replacement; however, the owner(s) of the Unit(s) to which a screened porch is appurtenant shall be responsible for the cost of repairing and replacing such screening and ~~Unit Owners~~ the owner(s) of a Unit shall be responsible for repairing and replacing any decking, tile, and fixtures such as hot tubs and any ~~or~~ other owner-installed improvements ~~equipment~~ located upon the deck or balcony area appurtenant to such Unit.

## Amendment #2

### **Article XV (Use Restrictions), Section B (Common Elements) of the Declaration of Condominium shall be amended as follows:**

#### **B. Common Elements.**

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

(1) Limited Common Elements – Parking Garages. The Parking Garages shall only be used for parking vehicles and for storage of personal items such as golf carts, water sports equipment, bicycles, beach chairs, beach umbrellas, household goods, etc. shall not be used for storage of equipment, household goods, etc., and The Parking Garages shall not be used as a work shop and shall not be used to store food or perishable items or hazardous waste, gasoline, kerosene, or any flammable materials. Certain vehicles are prohibited within the parking garages, including but not limited to the following: disabled and inoperable vehicles, boats, trailers, panel trucks, buses, RVs, ATVs and commercial vehicles. The Association may from time to time conduct inspections of the Parking Garages for violations of the foregoing restrictions. In the event a Parking Garage Unit Owner is found to be violating the foregoing restrictions, the Unit Owner shall have three (3) days within which to correct such violation at such Unit Owner's expense.

### Amendment #3

**Article VII (Fiscal Management), Section G of the Bylaws shall be amended as follows:**

G. All sums collected by the Association from all assessments against all Units in the Condominium may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors. Notwithstanding the foregoing, any sum collected by the Association from the following types of assessments shall be segregated from all other moneys collected by the Association, either in a separate bank account or in such other manner as will ensure that such sum will only be used to pay the expenses giving rise to the assessment:

1. Special assessments for expenses related to maintenance, repair, or replacement of any portion of the Common Elements or Limited Common Elements; and

2. Assessments for expenses related to parking garages.

#### Amendment #4

**Article IV (Board of Directors), Section B, Subsection 4 of the Bylaws shall be amended as follows:**

(4) ~~If, at the time of the first annual meeting of Members, Unit owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of not more than three such Directors receiving the highest plurality of votes shall be two (2) years, and the terms of office of the remaining Director or Directors elected by the next highest plurality of votes shall be one (1) year. If, at the time of the first annual meeting of Members Developer is entitled to designate some or all Directors, Developer shall have the right to designate for two (2) year terms that number of Directors, which together with the Directors elected by other Unit owners, if any, total three Directors. The remaining Director or Directors designated by the Developer shall have terms of office of one (1) year; the intention being that terms of office of Directors be staggered after the first annual meeting with up to three Directors elected by Unit owners other than the Developer to serve the initial two-year terms. Thereafter, The Board shall consist of five (5) Directors. At each annual meeting, as many Directors shall be elected, or designated by Developer as the case may be, for two-year terms, as there are regular terms of office for Directors expiring at such times. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by the Developer, and qualified, or until removed in the manner else where herein provided or provided by law. Notwithstanding the foregoing, a Director may not serve more than eight (8) consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy.~~

## **Amendment #5**

### **Article IV (Board of Directors), Section D of the Bylaws shall be amended as follows:**

D. Regular meetings of the Board 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 Directors, personally or by mail, telephone, or ~~telegram~~ electronic mail, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

### **Article IV (Board of Directors), Section E of the Bylaws shall be amended as follows:**

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or ~~telegram~~ electronic mail, which notice shall state the time, place and purpose of the meeting. Adequate notice of all meetings, regular and special, shall be posted conspicuously on the Condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting where 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.

### **Article III (Annual and Special Meetings of the Membership), Section C of the Bylaws shall be amended as follows:**

C. Notice of all meetings of members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, or by the management company of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed, hand delivered, or electronically transmitted by certified mail to each Member. Such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid, or when hand delivered or sent by electronic mail to the electronic mail address provided by the Member on the document by which the Member consented to receive notice by electronic transmission. ~~Proof of mailing shall be given by certificate of the post office.~~ Each notice shall in addition be posted at a conspicuous place in the Condominium at least fourteen (14) days prior to said meeting. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the



meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

**Article II (Membership, Voting, Quorum, Proxies), Section B of the Bylaws shall be amended as follows:**

B. A quorum at meetings of Members shall consist of Members representing fifty percent (50.0%) of the Unit Owners, ~~a majority of the members~~ present in person or by proxy.