

BYLAWS
OF
SEA GATE CONDOMINIUM ASSOCIATION, INC.

THESE BYLAWS OF SEA GATE CONDOMINIUM ASSOCIATION, INC. (the “Bylaws”), are made and entered into on this ___ day of _____, 2023 by the Board of Directors of SEA GATE CONDOMINIUM ASSOCIATION, INC. (the “Association”).

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BYLAWS
OF
SEA GATE CONDOMINIUM ASSOCIATION, INC.

Article I

General

Section 1. Applicability. These Bylaws provide for the governance of SEA GATE, A CONDOMINIUM (f/k/a Sea Gate Inn, a Condominium) and SEA GATE CONDOMINIUM ASSOCIATION, INC., in accordance with the Articles of Incorporation filed with the Secretary of State and the DECLARATION OF CONDOMINIUM FOR SEA GATE INN, A CONDOMINIUM, recorded in Glynn County, Georgia records.

Section 2. Name. The name of the corporation is SEA GATE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the “Association”).

Section 3. Membership. Membership shall be as provided in the Declaration. A member shall remain a member for the entire period of Ownership. A spouse of a member may exercise the powers and privileges of the member. If title to a Residence Unit is held by more than one person, the membership shall be shared in the same proportion as the title. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership. Membership shall be appurtenant to the Residence Unit to which it appertains and shall be transferred automatically by conveyance of that Residence Unit and may be transferred only in connection with the transfer of title.

Section 4. Voting. Each member shall be entitled to one (1) vote for each Unit an Owner has record title to. An equal vote is allocated to each Unit now or hereafter existing on the Condominium Property. Votes shall be cast as provided in the Declaration and which may be cast by the Owner, the Owner’s spouse, or by a lawful proxy as provided below. When more than one person owns a Unit, the vote for such Unit shall be exercised as they between or among themselves determine, but in all such cases, the vote appurtenant to a Unit must be voted as a block and in no way or manner split. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. To reiterate, in the case of Unit being owned by more than one person, those persons among themselves shall determine how such a vote shall be exercised and a failure to agree shall result in that vote not being counted; provided, any vote cast by a co-Owner of a Unit which goes uncontested when cast shall be deemed conclusively authorized. No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any Assessment payment due the Association or is under suspension for the infraction of any provision of the Declaration, these Bylaws, or any rule established by the Board of Directors.

Section 5. Majority. As used in these Bylaws, the term “majority” shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other groups. Unless otherwise specifically stated, the words “majority votes” mean more than fifty (50%) percent of those eligible votes voting in person or by proxy. Unless otherwise provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 6. Purpose. The Association, acting through the Board of Directors shall have the responsibility of administering the Condominium Property, establishing the means and methods of collecting the contributions to the Common Expenses, including by way of example, the Quarter Ownership Maintenance Fees, Resort Tracts Association Assessments, and Personal Charges, and performing all of the other acts that may be required to be performed by the Association pursuant to the Act and the Declaration. Except as to those matters which either the Act, the Declaration, or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth below.

Section 7. Definitions. Generally, terms shall have their natural meanings or the meanings given in the Declaration, the Act, the Articles of Incorporation, or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, the terms as used in these Bylaws, the Declaration, and the Articles of Incorporation shall have the following meanings:

(a) Common Elements or common areas shall mean that area and property submitted to be part of the Condominium but not included within the boundaries of a Residence Unit, as more particularly set forth in the Declaration.

(b) Condominium Property or Condominium shall mean all that property submitted to the Act as described in Exhibit “A” to the Declaration.

(c) Declaration shall mean that document filed of record in the Glynn County, Georgia, records, for the purpose of submitting the Condominium Property to the Act, as such document may be amended from time to time.

(d) Eligible votes shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not eligible.

(e) Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance for such purpose of fee title.

(f) Officer shall mean those individuals who are elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate offices as the Board may determine necessary.

(g) Owner or member shall mean the record title holder of a Residence Unit or whole Residence Unit (if any) within the Condominium, but shall not mean a mortgage holder. Owner and member may be used interchangeably in these Bylaws.

(h) Person shall mean any individual, corporation, firm, association, partnership, or other legal entity.

(i) Residence Unit, unit, dwelling, or residence shall mean that portion of the Condominium existing within the boundaries described in the Plat and Plans which is not owned in common with all other Owners of all other Residence Units and which is intended for independent use and ownership by the Owners, including the Residence Unit Owners, thereof, and shall include the undivided Ownership in the Common Elements appurtenant thereto.

Article II

Meetings of Members

Section 1. Annual Meeting. The regular annual meeting of the members shall be held within the month of September in each year on a day and at an hour set by the Board. Meetings shall be at the Condominium or at some other suitable place set by the Board.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, the Secretary, or Treasurer, or by request of any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail to each Owner of record or to cause to be delivered to the Owners, a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. Such notice shall be delivered personally or sent by United States mail, postage prepaid, to all Owners of record at such address or addresses as any of them may have been designated.

Section 4. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business

which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 6 Quorum. Except as may be provided elsewhere, the presence in person or by proxy at the beginning of the meeting, of Owners entitled to cast one-tenth (1/10) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid.

Section 8. Consents. Any action which may be taken by a vote of the Owners may also be taken by written consent signed by all Owners.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws, resolutions of the Board of Directors, or rulings of the President.

Article III

Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of an odd number of persons, not less than three (3) nor more than seven (7) persons. Except as provided in Section 4 of this Article, the members of the Board shall be Owners of Residence Units, or Residence Units if such is owned in its entirety and not in Residence Units, or spouses of such Owners; provided, however, no Owner and his or her spouse may serve on the Board at the same time. Board members are herein referred to sometimes as “Directors.”

Section 2. Term of Office. Directors shall be elected as provided in this Article. The initial terms of such Directors shall be staggered on a one (1), two (2), and three (3) year basis. One-third (1/3) of the Directors shall be elected for one (1) year, one-third (1/3) of the Directors shall be elected for two (2) years, and the remainder of the Directors shall be elected for three (3) years. After the initial term of each Director, Directors shall be elected for three (3) year terms or until their successors are elected.

Section 3. Removal of Members of the Board of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors, may

be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any such Director whose removal has been proposed by the members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason, including the addition of a new seat or seats on the Board, but excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the member being replaced. In the event any vacancies in the membership of the Board exist and such vacancies are not filled, the Managing Agent, in its discretion, may act as the remaining Board member or appoint Board members of its choosing, whether they are Owners or not.

Section 5. Compensation. Directors shall not be compensated for services as such unless and to the extent the compensation is authorized by a majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as Directors upon approval of such expenses by the Board of Directors. Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director; provided that the Director's interest is known and the contract is approved by a majority of the Board of Directors, excluding the Directors with whom the contract is made.

Section 6. Elections. Directors to be elected by the members shall be elected, from among those nominated, by a plurality vote at the annual meeting, a quorum being present.

Section 7. Managing Agent's Position. Any Managing Agent for the Association may be given full power and right to govern the day to day affairs of the Association upon resolution of the Board. Notwithstanding the foregoing, nothing herein shall be construed as limiting the powers or rights of any Managing Agent which such Managing Agent may have independent of such resolution of the Board.

B. Meetings.

Section 8. 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 the Board. A newly elected Board shall meet within (30) days after the annual meeting of members.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days' notice to each Director given by mail, in person, by electronic mail, or by telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of

such notice. Attendance by a Director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting unless the Director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or consent to any action taken at the meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws, resolutions of the Board of Directors, or rulings of the President. A majority of Directors shall constitute a quorum for the transaction of business. A decision of the Board shall be by a majority of those Directors present at a duly called meeting. The President may vote.

Section 12. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all (or, if not prohibited by statute, a majority) of the Directors consent in writing, sent by mail or electronic mail, to such action. Such written consent or consents shall be filed with the minutes of the Board of Directors.

Section 13. Telephone Meetings. Any meeting of the Board may be held by means of electronic conference equipment if all persons participating in the meeting can hear each other at the same time.

C. Powers and Duties.

Section 14. Powers and Duties The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and Residence Unit Plan and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt, modify, repeal such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including, without limitation, monetary fines.

Section 15. Borrowing and Expenditures. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of Common Elements and Common Furnishings without the approval of the members of the Association; provided, however, the Board shall obtain majority membership approval in the event the proposed borrowing is for the purpose of adding amenities to the Condominium, the total amount of such borrowing exceeds or would exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) outstanding debt at any one time, or the Condominium Property is to be encumbered in any way by such borrowing.

Section 16. Architectural Standards. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards on Condominium Property.

Section 17. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Article IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, the Secretary, and the Treasurer. The President and Secretary shall be elected by and from the Board of Directors. The Vice President and Treasurer shall be elected by the Board of Directors, but may be either a Board or an Association member. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be necessary. Such subordinate officers shall not be required to be members of the Board of Directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one office.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 3. Removal of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 7. Treasurer. The Treasurer shall have such responsibilities as the Board may resolve.

Section 8. Agreements Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers, and the Managing Agent if so appointed, or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Association Responsibilities

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director, and the Managing Agent, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, or Director or Managing Agent in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, Director, or Managing Agent whether or not such person is an officer, Director, or Managing Agent, at the time such expenses are incurred. The officers, Directors, and Managing Agent shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, Director, or Managing Agent in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers, Directors, and Managing Agent shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors or Managing Agent may also be members of the Association), and the Association shall indemnify and forever hold each such officer and Director and Managing Agent free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, Director, or Managing Agent, former officer or Director, may be entitled. The Association shall as a common expense maintain adequate general liability and, if obtainable, officers and Directors' liability insurance to fund this obligation.

Section 2. Architectural Standards. The Board of Directors, subject to this Section 2, may allow such encroachments onto the Common Elements as it deems acceptable. No Owner, occupant, lessee or lessor, or any other person may make any exterior change, alteration, or construction, nor erect, place, or post any sign, object, light, or thing on the exterior of the buildings, any Residence Unit, or any Common Element without first obtaining the written approval of the Board or its delegate. No change to the Common Furnishings or the interior structure or design of any Residence Unit is permitted without prior approval of the Board of Directors or Managing Agent if so appointed.

Article VI

Assessments

Section 1. Computation of Operating Budget and Assessment. It shall be the duty of the Board at least thirty (30) days prior to the beginning of the Association's fiscal year to prepare a budget covering the estimated costs of operating the Quarter Interest Ownership Plan and the Condominium during the coming year. The Board shall cause the budget and the Common Expenses, including the Quarter Ownership Maintenance Fees to be levied against each Residence Unit or whole Residence Unit, if any are so owned, for the following year or period thereof to be delivered to each member as provided in the Declaration. Notwithstanding the foregoing, however, in the event that the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members as provided in the Declaration prior to the proposed effective date. The adoption of the budget shall be subject to the limitations and restrictions as set out in the Declaration.

Section 2. Special Assessments. If the Assessment proves inadequate for any year, the Board may at any time levy a Special Assessment against all Owners subject to the limitations and restrictions as set out in the Declaration and the Act.

Section 3. Lien for Assessments. The Association shall have full and complete lien rights as provided or permitted by Section 44-3-109 of the Act and as referenced in the Declaration for all Assessments, including all Common Expenses, Quarter Ownership Maintenance Fees, Resort Tracts Association Assessments and Personal Charges, provided herein and in the Declaration, and the lien shall specifically include the maximum costs, charges, fees, and rents set out in the Declaration and under the Act.

Article VII

Use Restrictions and Rule Making

Section 1. Authority and Enforcement. The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Residence Units, and the Common Elements, provided that copies of all such rules and regulations be furnished to all Owners or be posted at a conspicuous place (i.e., the check in area) at the Condominium. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Residence Unit (or whole Residence Unit if any are so owned), and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Residence Unit during authorized periods of access, except as may be expressly permitted in the Declaration and permitted under Georgia law.

Section 2. Procedure. The Board shall not impose a fine or suspend an Owner's rights and privileges for failure of the Owner to comply with the Condominium Instruments or rules of the

Association (other than a breach of Paragraph 25.1(c) of the Declaration) unless and until the Owner is given five (5) days notice and an opportunity to refute or explain the charges against the Owner in person or in writing to the Board of Directors before a decision to impose discipline is rendered.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors, may elect to enforce any provision of the Act, the Declaration, these Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity or enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article VIII

Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class, postage-prepaid:

(a) if to an Owner, at the address which the Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Owner set out in the Owner's purchase agreement for the acquisition of his or her Residence Unit; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by resolution of the Board of Directors. In the absence of affirmative action by the Board of Directors, the fiscal year shall be the calendar year.

Section 6. Conflicts. In the event of conflicts between the Act, the Georgia Nonprofit Corporation Code, the Resort Tracts Declaration, the Declaration, the Articles of Incorporation, and these Bylaws, the order of control shall be the order listed above.

Section 7. Condemnation. In the event of a taking by condemnation or eminent domain, the provisions of the Act shall prevail and govern. Each institutional holder of a first mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in these documents shall be construed to give a priority to any Owner, in the distribution of proceeds to such Residence Unit, other than as may be described in the Act.

Section 8. Amendment. These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of a majority of the Board.

Section 9. Commingling of Funds. All sums collected by the Association from Assessments, including all Common Expense Assessments and the Quarter Ownership Maintenance Fees, may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors or Managing Agent of the Association so appointed. All Assessments paid by an Owner shall be applied as to interest, delinquencies, costs, and attorneys fees, other charges, expenses, and advances as provided herein and in the Declaration, in such manner and amounts as the Board of Directors determines in its sole discretion.